

EXHIBIT 1

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEFFREY PARKER, DONALD B. LOSEY,
and SHELLEY WEATHERFORD,
individually and on behalf of themselves, the
GKN Group Retirement Savings Plan, and all
others similarly situated,

Plaintiffs,

Case No: 2:21-cv-12468-SFC-JJCG

Hon. Sean F. Cox

v.

GKN NORTH AMERICA SERVICES, INC.,
BOARD OF DIRECTORS OF GKN NORTH
AMERICA SERVICES, INC., and the
BENEFIT COMMITTEE,

Defendants,

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is entered into as of [REDACTED], 2024, by and among Plaintiffs Jeffrey Parker, Donald B. Losey, and Shelley Weatherford (“Plaintiffs”), on their own behalf and, subject to court approval, on behalf of the proposed Class (defined below) and the Defendants, GKN North America Services, Inc., Board of Directors of GKN North America Services, Inc., and the Benefit Committee (collectively, “Defendants” and together with Plaintiffs, the “Parties”), on the other, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

The capitalized terms used in this Agreement are defined in Part I, below.

RECITALS

WHEREAS, on October 19, 2021, Plaintiffs filed the Action against Defendants in the United States District Court for the Eastern District of Michigan, asserting certain claims for breach of fiduciary duty and other alleged violations under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. 5 1001 *et. Seq.*, on behalf of the GKN Group Retirement Savings Plan (the “Plan”) and a proposed class of similarly situated participants and beneficiaries of the Plan;

WHEREAS, on March 10, 2022, Defendants moved to dismiss Plaintiffs’ Initial Complaint;

WHEREAS, on April 7, 2022, Plaintiffs filed an Amended Complaint;

WHEREAS, on May 5, 2022, Defendants moved to dismiss Plaintiffs’ Amended Complaint;

WHEREAS, on August 26, 2022, the Court issued an order denying the motion;

WHEREAS, on September 9, 2022, Defendants moved for reconsideration of the Court's Order denying the motion;

WHEREAS, on October 26, 2022, the Court denied Defendants' motion for reconsideration;

WHEREAS, the parties engaged in discovery, including the production of documents and depositions of certain witnesses;

WHEREAS, on November 16, 2023, the Parties participated in a videoconference facilitative mediation session with Robert Meyer of JAMS, a highly qualified, neutral mediator;

WHEREAS, the mediation session enabled the Parties to candidly exchange positions and supporting information concerning the claims and defenses in the Action and alleged losses to the Plan;

WHEREAS, the Parties, with the assistance of the Mediator, reached agreement in principle to resolve the Action on the evening of November 16, 2023;

WHEREAS, Defendants have vigorously denied, and continue to vigorously deny, any wrongdoing and any liability arising from the factual allegations and Claims set forth in Plaintiffs' Amended Complaint;

WHEREAS, the Parties have decided to enter into this Agreement because it provides substantial and meaningful benefits to the members of the Class and the Plan, and to avoid the substantial costs, uncertainties, and risks of continued litigation;

WHEREAS, entry into this Agreement is not an admission of liability by any of the Defendants, which Defendants continue to deny;

NOW, THEREFORE, it is agreed by, between, and among the undersigned that the Action shall be settled, and dismissed with prejudice on the terms and conditions set forth herein, subject to judicial approval.

I. DEFINITIONS

1.1. “Action” shall mean this action, *Parker, et al. v. GKN North America Services, et al.*, Case No. 2:2021-cv-12468 (E.D. Mich.).

1.2. “Active Accounts” means Class Members’ accounts in the Plan that have a positive balance as of the date of the Preliminary Approval Order.

1.3. “Administration Costs” means: (a) the costs and expenses associated with the production, dissemination, and publication of the Notice and Summary Notice; (b) all reasonable costs incurred by the Settlement Administrator in administering and effectuating this Settlement, including the costs of obtaining the Class Members’ contact and account information and distributing the Settlement Amount, which costs are necessitated by performance and implementation of this Agreement and any court orders relating thereto; (c) all reasonable fees charged by the Settlement Administrator; and (d) all fees, expenses, and costs associated with providing notices required by the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715 (“CAFA”), except for Defendants’ attorneys’ fees.

1.4. “Alternate Payee” means a person, other than a Participant, Former Participant, or Beneficiary, who is entitled to a benefit under the Plan as a result of a valid QDRO, as determined by the Plan Administrator on or before the date of the Preliminary Approval Order, where the QDRO relates to a Participant’s balance in the Plan or a Former Participant’s balance in the Plan.

1.5. “Attorneys’ Fees and Expenses” means any and all attorneys’ fees, costs (including fees and costs charged or incurred by retained experts or consultants), and expenses of Class

Counsel for their past, present, and future work, efforts, and expenditures in connection with the Action and Settlement.

1.6. “Authorized Former Participant” means a Former Participant who has submitted a Former Participant Claim Form by the Claims Deadline set by the Court in the Preliminary Approval Order, and whose Former Participant Claim Form is accepted by the Settlement Administrator and determined by the Settlement Administrator to be complete and satisfactory.

1.7. “Beneficiary” means a person who is entitled to receive a benefit under the Plan, as determined by the Plan Administrator on or before the date of the Preliminary Approval Order, that is derivative of a deceased Participant’s or Former Participant’s interest in the Plan, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a spouse, surviving spouse, domestic partner, child, or other individual or trust designated by the Participant or Former Participant or determined under the terms of the Plan, or by law, to be entitled to a benefit.

1.8. “Case Contribution Award” has the meaning ascribed to it in Section 7.1.

1.9. “Claims” means the claims asserted in the Action.

1.10. “Class” or “Settlement Class” means all participants and beneficiaries of the Plan, at any time during the Class Period, including any beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a QDRO who was a participant in the Plan at any time during the Class Period. The Defendants are excluded from the Class.

1.11. “Class Period” means at any time on or after March 23, 2016, through the date of judgment.

1.12. “Class Counsel” means Edelson Lechtzin, LLP, and Berger Montague.

1.13. “Class Members” means all individuals in the Settlement Class.

1.14. “Court” means the United States District Court for the Eastern District of Michigan.

1.15. “Class Representatives” means Plaintiffs Jeffery Parker, Donald B. Losey, and Shelley Weatherford.

1.16. “Current Participant” means a Class Member who has an Active Account at the time of the Preliminary Approval Order (defined below).

1.17. “Defendants” is defined as set forth above.

1.18. “Defendants’ Counsel” means Mayer Brown LLP.

1.19. “Defendant Released Parties” means: (a) each Defendant; (b) each Defendant’s insurers, co-insurers, and reinsurers; (c) each Defendant’s past, present, and future parent corporation(s); (d) each Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns; (e) with respect to (a) through (d) above, the past, present and future members of their respective boards of trustees or boards of directors, agents, directors, trustees, partners, officers, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan, including Plan Recordkeeper (including its owners, officers, and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them; (f) the current and former members of the GKN North America Board of Directors and Pension Committee; and (g) the Plan and all of the Plan’s current and former fiduciaries, administrators, plan administrators, trustees, recordkeepers, service providers, consultants, and parties-in-interest.

1.20. “Effective Date” means: (a) if an appeal is taken from such Final Approval Order and Judgment, the date upon which all appeals, including further petitions for review, rehearing, or *certiorari*, and any proceedings resulting therefrom (“Review Proceedings”), have been finally disposed of, or the date upon which the applicable period to initiate all such further petitions or proceedings has expired; or (b) if no appeal or other attempted Review Proceeding is taken from such Final Approval Order and Judgment, thirty-five (35) days after entry of the Final Approval Order and Judgment. It is expressly agreed by the Parties and their counsel that no Party intends this section or any other part of this Agreement to establish or acknowledge that anyone is entitled to or has the right to appeal from the Final Approval Order and Judgment.

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

1.22. “Escrow Agent” means the entity chosen and approved by the Parties to act as escrow agent for any portion of the Settlement Amount deposited in or accruing in the Settlement Fund pursuant to this Agreement.

1.23. “Fee and Expense Application” means the petition to be filed by Class Counsel seeking approval of an award of Attorneys’ Fees and Expenses.

1.24. “Final Approval Hearing” or “Fairness Hearing” means the hearing to be held before the Court, in person or remotely, pursuant to Federal Rule of Civil Procedure 23(e), to determine whether the Agreement should receive final approval by the Court. The Parties will request that the Final Approval Hearing be scheduled for a date no earlier than one hundred and twenty (120) calendar days after the entry of the Preliminary Approval Order.

1.25. “Final Approval Order and Judgment” means a final order entered by the Court after the Final Approval Hearing, substantially the same in all material respects to that attached

hereto as Exhibit A (subject to the Court’s discretion on awarding Attorneys’ Fees and Expenses and Case Contribution Awards, as stated in Sections 7.1 and 7.2), certifying the Settlement Class and granting approval of the Settlement and dismissing the Action with prejudice. The Parties may agree to additions or modifications to the form of the Final Approval Order and Judgment as they agree are appropriate at the time that it is submitted to the Court for final approval of the Settlement.

1.26. “Financial Institution” means an institution at which an account is established to hold any portion of the Settlement Fund.

1.27. “Former Participant” means any Class Member who maintained a positive balance in the Plan at any time during the Class Period, but who does not have an Active Account as of the date of the Preliminary Approval Order (defined below).

1.28. “Independent Fiduciary” means Fiduciary Counselors Inc., which has been selected by the Parties to serve as an independent fiduciary to the Plan with respect to the Agreement as defined in Section 2.6.

1.29. “Independent Fiduciary Fees and Costs” means all fees, costs, and expenses of the Independent Fiduciary. Independent Fiduciary Fees and Costs, which shall be paid by the Settlement Administrator upon the Settlement Administrator’s receipt of an invoice from the Independent Fiduciary, shall be deducted from the Settlement Amount.

1.30. “Net Settlement Amount” means the Settlement Amount minus: (a) all Attorneys’ Fees and Expenses paid to Class Counsel; (b) the Case Contribution Award; (c) all Administration Costs (and any contingency reserve for Administration Costs); and (d) Independent Fiduciary fees.

1.31. “Notice” means the notice, identical in all material respects to that attached hereto as Exhibit B, to be provided directly to Class Members pursuant to Section 2.5 and made available on the Settlement Website.

1.32. “Parties” means Plaintiffs and Defendants.

1.33. “Plaintiffs” means Jeffery Parker, Donald B. Losey, and Shelley Weatherford, individually and as a representative of the Class and the Plan.

1.34. “Plan” means the GKN Group Retirement Savings Plan, and each of its predecessor plans and successor plans, individually and collectively, and any trust created under such plans.

1.35. “Plan Administrator” means the Plan Sponsor, or GKN North America Services, Inc.

1.36. “Plan of Allocation” means the framework for allocating the Settlement Fund that is approved by the Court, which shall be substantially the same in all material respects to the form attached to the Motion for Final Approval of the Settlement.

1.37. “Plan Recordkeeper” means Fidelity Investments Institutional Service Company, LLC, the entity that maintains electronic records of the Plan’s participants and their individual accounts.

1.38. “Preliminary Approval Order” means an order entered by the Court preliminarily approving the Settlement, pursuant to Section 2.2, which order is substantially the same in all material respects to that attached hereto as Exhibit C.

1.39. “QDRO” means, for the purposes of this Agreement, a valid Qualified Domestic Relations Order as defined in 29 U.S.C. 5 1056(d)(3)(K), and as determined by the Plan Administrator on or before the date of the Preliminary Approval Order.

1.40. “Released Claims” means any and all actual or potential claims (including any Unknown Claims), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), whether arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief against the Defendant Released Parties and Defendants’ Counsel through the date the Court enters the Final Approval Order and Judgment:

a. That were asserted in the Action, or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, occurrences or the conduct alleged or asserted in the Action or could have been alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or

b. That arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan’s investments, investment options, or service providers, including without limitation, its administrative and/or recordkeeping service providers; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Plan’s fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Plan or Plan participants; (4) the services provided to the Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Plan’s investments, investment options, or service providers; and/or (6) any assertions with respect to any fiduciaries or service providers of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; or

c. That would be barred by *res judicata* based on entry of the Final Approval Order and Judgment; or

d. That relate to the direction to calculate, the calculation of, or the method or manner of allocation of the Settlement Fund in accordance with the Plan of Allocation or to any action taken or not taken by the Settlement Administrator in the course of administering the Settlement; or

e. That relate to the approval by the Independent Fiduciary of the Settlement, except for claims brought against the Independent Fiduciary alone; and

f. “Released Claims” does not include any claims that the Class Representative or the Settlement Class have to the value of their respective vested account balances under the terms of the Plan and according to the Plan’s records as of the date the Settlement becomes Final. The Released Claims shall not include claims to enforce the covenants or obligations set forth in this Agreement.

1.41. “Settlement” means the compromise and resolution embodied in this Agreement.

1.42. “Settlement Administrator” means Analytics Consulting LLC (“Analytics”).

1.43. “Settlement Amount” means two million, nine hundred-and fifty thousand dollars (\$2,950,000.00). The Settlement Amount shall be the full monetary payment made on behalf of Defendants in connection with the Settlement effectuated through this Agreement.

1.44. “Settlement Fund” has the meaning set forth in Section 3.1(b).

1.45. “Settlement Website” has the meaning set forth in Section 2.5.

1.46. “Taxes” has the meaning set forth in Section 3.1(i).

1.47. “Tax-Related Costs” has the meaning ascribed to the term in Section 3.1(i).

1.48. “Unknown Claims” means any Released Claims that Plaintiffs or any Class Members do not know or suspect to exist in their favor at the time of the release of the Defendant Released Parties, including claims which, if known by them, might have affected their settlement with the Defendants and release of the Defendant Released Parties, or might have affected their decision not to object to this Settlement. Plaintiffs or any Class Member may later discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of the Released Claims, but Plaintiffs and all Class Members, upon the date of the Court’s entry of the Final Approval Order and Judgment, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs and all Class Members shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged that the foregoing waiver was bargained for and is a key element of the Settlement, of which their release and waiver of Unknown Claims is a part.

II. SETTLEMENT APPROVAL

2.1. *Motion for Class Certification.* In conjunction with their Motion for Preliminary Approval, Plaintiffs shall move the Court for certification of the Class for settlement purposes only. Defendants will not object to Plaintiffs’ motion for class certification for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1). If the Court does not issue the Final Approval Order and Judgment, then no Class shall be deemed to have been certified by,

or as a result of, this Agreement, Defendants shall not be deemed to have admitted the propriety of certification of the Class under any provision of Federal Rule of Civil Procedure 23, and the Action shall for all purposes revert to its status on November 16, 2023.

2.2. *Motion for Preliminary Approval.* Plaintiffs shall move the Court for preliminary approval of the Settlement, including entry of an order identical in all material respects to the form of the Preliminary Approval Order. Defendants will not object to Plaintiffs' motion for preliminary approval of the Settlement but reserve the right to make a submission related to the motion. The Class Representatives, Class Members, and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims 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," and any similar state, federal or other law, rule or regulation or principle of common law of any domestic governmental entity. The Preliminary Approval order will contain a clause that preliminarily enjoins the 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) from suing the Released Parties in any action or proceeding alleging any of the Released Claims.

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

2.4. *Right to Object.* Class Members shall be permitted to object to the Settlement. Requirements for filing an objection shall be set forth in the Preliminary Approval Order and in the Notice.

2.5. *Class Notice.*

a. Within forty-five (45) calendar days of the entry of the Preliminary Approval Order or as may be modified by the Court, the Settlement Administrator shall send the Notice by electronic mail (if available) or if not available, by first-class mail to each eligible Current or Former Participant who is a Class Member, or in the event that an eligible Current or Former Participant is deceased, the deceased Participant's beneficiary. The Notice shall be sent to the last known electronic mail address or last known mailing address of the Class Members that is reasonably obtainable from the Plan Recordkeeper. The Settlement Administrator shall update mailing addresses through the National Change of Address database before mailing (with all returned mail skip-traced and promptly re-mailed). The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Notice is returned and re-mail such Notice one additional time if an updated location is identified.

b. Within forty-five (45) calendar days of the entry of the Preliminary Approval Order and no later than the first date that the e-mailing or the mailing of the Notice occurs, or as may be extended by the Court on application of the Parties, the Settlement Administrator shall establish a website containing the Notice and this Agreement and its exhibits, the First Amended Complaint, the motions for preliminary approval and final approval (when filed); the motion for Attorneys' Fees and Expenses and Case Contribution Award (when filed); any approval order or other Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Parties. The Settlement Website URL web address shall be mutually agreed upon by the Parties. No other information or documents

(other than the date, time, and location of the Fairness Hearing and the toll-free number for the call center described in Paragraph 2.5(d) below) will be posted on the Settlement Website unless agreed to in advance by the Parties in writing. The Notice will identify the web address of the Settlement Website. The Settlement Administrator will take down the Settlement Website ninety (90) days after the Effective Date.

c. Within forty-five (45) calendar days of the entry of the Preliminary Approval Order and no later than the first date that the e-mailing or the mailing of the Notice occurs, or as may be extended by the Court on application of the Parties, the Settlement Administrator shall establish a toll-free telephone number to which Class Members can direct questions about the Settlement. The Settlement Administrator shall develop a question-and-answer type script for the use of persons who answer calls to this line.

2.6. *Approval of Settlement by Independent Fiduciary.* The Independent Fiduciary retained by Defendants on behalf of the Plan shall have the following responsibilities on behalf of the Plan:

a. The Independent Fiduciary shall determine whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

b. 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, for the purpose of Defendants' reliance on PTE 2003-39.

c. The Independent Fiduciary shall notify Class Counsel and Defendants' Counsel of its determination in writing and in accordance with PTE 2003-39, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.

d. Defendants, Defendants' Counsel, Plaintiffs, and Class Counsel shall cooperate with the Independent Fiduciary and provide the Independent Fiduciary with sufficient information so that the Independent Fiduciary can review and evaluate the Settlement.

e. Should the Independent Fiduciary fail to approve and authorize the Settlement or fail to give a release on behalf of the Plan, the Agreement shall be terminable, pursuant to Section 8.3.

2.7. No later than ten (10) calendar days after the filing of Plaintiffs' motion for preliminary approval of the Settlement, the Settlement Administrator will prepare and serve the notice required under the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715 ("CAFA") in substantially the form attached as Exhibit D hereto ("CAFA Notice") on the Attorney General of the United States, the Secretary of the Department of Labor, and the attorneys general of all states in which Class Members reside, as specified by 28 U.S.C. § 1715. In the event that the Preliminary Approval Order provides for any modifications to the CAFA Notice, then the Settlement Administrator will prepare and serve supplemental or amended CAFA Notice(s) as appropriate. Pursuant to the Preliminary Approval Order, the Parties shall file a notice with the Court confirming compliance at least thirty (30) calendar days prior to the Final Approval Hearing.

2.8. *Motion for Final Approval.* Plaintiffs shall move the Court for final approval of the Settlement no later than the deadline set by the Court in the Preliminary Approval Order, or as

may be extended by the Court. On or after the date set by the Court for the Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court shall determine, among other things: (a) whether to enter the Final Order and Judgment finally approving the Settlement; and (b) what, if any, Case Contribution Award and Attorneys' Fees and Expenses should be awarded to Plaintiffs and Class Counsel, respectively, pursuant to Sections 7.1 and 7.2 of this Agreement.

III. PAYMENT TO THE CLASS

3.1. *The Settlement Amount.*

a. In consideration of all of the promises and agreements set forth in this Agreement, Defendants will pay, or cause to be paid, the Settlement Amount as specified in Section 1.43. It is understood and agreed by the Parties that, by paying the Settlement Amount, Defendants do not agree with or in any way admit, and shall not be deemed to agree with or in any way admit, any of Plaintiffs' or Class Counsel's theories regarding Defendants' liability in the Action or any wrongdoing or liability with respect to any of the allegations or claims in the Action, including that any of Defendants' prior or existing actions or practices are in violation of any federal or state laws, statutes, or regulations. Within seven (7) days of the execution of this Agreement, Class Counsel will provide a completed W-9 and wire instructions and an address for the Financial Institution where the Settlement Amount will be paid.

b. Defendants shall pay, or cause to be paid, the Settlement Amount as set forth in Section 1.43 in two segments and the total funding, in the aggregate, together with any interest and investment earnings thereon, shall constitute the "Settlement Fund." First, Defendants shall pay, or cause to be paid, \$100,000 of the Settlement Amount, with that amount to be deposited by wire transfer or check into the account established by the Escrow Agent within thirty (30) calendar days of the entry of the Preliminary Approval Order to

fund any Administration Costs that arise before the Court's entry of the Final Approval Order and Judgment. Second, Defendants shall pay, or cause to be paid, the remaining portion of the Settlement Amount, \$2,850,000, to be deposited by wire transfer or check into the account established by the Escrow Agent within twenty-one (21) calendar days following the Effective Date of the Court's Final Approval Order and Judgment, subject to the provisions of Section 8.5.

c. The Settlement Amount together with any interest and investment earnings thereon shall constitute the "Settlement Fund."

d. The Settlement Amount shall be used solely for the purposes set forth in Section 3.1(j).

e. Subject to Court approval and oversight, the account established by the Escrow Agent will be controlled by the Settlement Administrator. Neither Defendants, Defendants' Counsel, the Defendant Released Parties, Plaintiffs, or Class Counsel shall have any liability whatsoever for the acts or omissions of the Settlement Administrator. The Settlement Administrator shall not disburse the Settlement Amount or any portion of the Settlement Fund except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel and Defendants' Counsel.

f. The Settlement Administrator is authorized to execute transactions on behalf of Class Members that are consistent with the terms of this Agreement and with orders of the Court.

g. All funds held in the account established by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Agreement.

h. The Settlement Administrator shall, to the extent practicable and prudent, invest the Settlement Fund in discrete and identifiable instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Administrator shall maintain records identifying in detail each instrument in which the Settlement Fund or any portion thereof has been invested and the precise location (including any safe deposit box number) and form of holding of each such instrument. Neither the Settlement Fund nor any portion thereof shall be commingled with any other monies in any instruments. Any cash portion of the Settlement Fund not invested in instruments of the type described in the first sentence of this Section 3.1(g) shall be maintained, and not commingled with any other monies, by the Settlement Administrator in a bank account, which shall promptly be identified to the Parties at any Party's request by bank and account number and any other identifying information. The Settlement Administrator and Class Members shall bear all risks related to investment of the Settlement Fund. All income, gain, or loss earned by the investment of the Settlement Amount shall be credited to the account established by the Escrow Agent.

i. The account established by the Escrow Agent is intended to be a "Qualified Settlement Fund" within the meaning of Treasury Regulation § 1.468B-1. The Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing tax returns for such account and paying from such account any Taxes owed with respect to the account.

j. All taxes on the income of the account established by the Escrow Agent (“Taxes”) and expenses and costs incurred in connection with the taxation of such account (including expenses of tax attorneys and accountants) (“Tax-Related Costs”) shall be timely paid by the Settlement Administrator out of the account.

k. The Settlement Fund will be used to pay the following amounts associated with the Settlement:

1. Compensation to Class Members determined in accordance with Section 3.2;
2. Any Case Contribution Award approved by the Court;
3. All Attorneys’ Fees and Expenses approved by the Court;
4. Administration Costs;
5. Independent Fiduciary Costs; and
6. Taxes and Tax-Related Costs.

3.2. *Distribution to Class Members.*

a. The Settlement Fund will be distributed to Class Members in accordance with the Plan of Allocation approved by the Court.

b. Notwithstanding anything else in this Agreement, any revisions to the Plan of Allocation may not increase the Settlement Amount or require Defendants or their affiliates to incur additional expenses or costs or to provide data not reasonably available. In no event, and notwithstanding anything else in this Agreement, shall Defendants be required to pay any amounts other than the Settlement Amount. It is understood and agreed that Defendants’ monetary obligations under this Agreement will be fully discharged by paying the amount specified in Section 1.43 above and that Defendants shall have no other

monetary obligations, or obligations to make any other payments under this Agreement or otherwise, unless otherwise required under Section 1.3.

3.2.1. Distributions to Current Participants

a. Current Participants will automatically receive a settlement payment to their accounts in the Plan.

b. Within five (5) Business Days after the Settlement Administrator has completed all payment calculations for all Current Participants, the Settlement Administrator will provide Defendants (or their designee) and the Plan's recordkeeper, in a format and via a delivery method mutually agreed upon by the Settlement Administrator and Defendants (or their designee), with an Excel spreadsheet (or other format acceptable to the Plan's recordkeeper) containing the name, the amount of the settlement payment for each of the Current Participants, and any other information requested by Defendants or the Plan's recordkeeper as necessary to effectuate this provision.

c. Thereafter, upon giving five (5) Business Days' written notice to Defendants (or their designee, *i.e.*, the Plan's recordkeeper), the Settlement Administrator shall effect a transfer from the Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, as reflected in a spreadsheet provided by the Settlement Administrator. The Plan's recordkeeper shall thereafter credit the individual Active Account(s) of each Current Participant in an amount equal to that stated on the spreadsheet provided by the Settlement Administrator in relation to such Current Participant.

d. The settlement payment for each Current Participant will be invested in accordance with and proportionate to such Current Participant's investment elections then

on file for new contributions. If the Current Participant does not have an investment election on file, then such Current Participant shall be deemed to have directed such payment to be invested in the Plans' "Qualified Default Investment Alternative," as defined in 29 C.F.R. § 2550.404c-5.

e. The Plan's Recordkeeper shall process all Current Participant transactions within forty-five (45) calendar days of receiving direction, including the completed settlement calculations for Current Participants and the transfer from the Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, from the Settlement Administrator for any Current Participant.

f. The Plan may be amended, to the extent necessary, to reflect the settlement allocation to Current Participants' Active Account(s).

g. If, as of the date when distributions pursuant to this Settlement Agreement are made, a Class Member has an account balance of zero, he or she will be treated as a Former Participant for purposes of the settlement distribution only and will receive his or her payment from the Settlement Administrator in the form of a check as described in Paragraph 3.2.2.

3.2.2. Distributions to Authorized Former Participants

a. Upon completing the calculation of each Class Member's pro-rata share of the Net Settlement Amount and no later than sixty (60) calendar days following the Settlement Effective Date, the Settlement Administrator shall issue a check from the Settlement Fund to each Authorized Former Participant in the amount equaling his or her pro-rata share of the Net Settlement Amount.

b. For each check issued, the Settlement Administrator shall (1) calculate and withhold any applicable taxes associated with the payments allocable to the Authorized Former Participant; (2) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state and local revenue agents; and (3) issue appropriate tax forms to the Former Participant.

c. Neither Defendants, Defendants' Counsel, Class Counsel, Class Representatives, nor the Released Parties shall have any responsibility for or liability whatsoever with respect to any tax advice given to Current Participants or Authorized Former Participants.

d. Class Members who receive a check from the Settlement Administrator must deposit or cash their checks within one-hundred-and-eighty (180) calendar days of issuance. If they do not do so, the checks will be void, and the Settlement Administrator shall be instructed to return any such funds to the Settlement Fund pursuant to Section 3.4. This Limitation shall be printed on the face of each check. Notwithstanding these requirements, the Settlement Administrator shall have the authority to reissue checks to Class Members where it determines there is good cause to do so, provided that doing so will not compromise the Settlement Administrator's ability to implement the Plan of Allocation. The voidance of checks shall have no effect on the Class Members' release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.3. *Responsibility for Taxes on Distribution.* Each Class Member who receives a payment under this Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such

person. Each Class Member shall hold Defendants, Defendants' Counsel, the Defendant Released Parties, Class Counsel, and the Settlement Administrator harmless from (a) any tax liability, including, without limitation, penalties and interest, related in any way to payments or credits under the Agreement, and (b) the costs (including, without limitation, fees, costs and expenses of attorneys, tax advisors, and experts) of any proceedings (including, without limitation, any investigation, response, and/or suit), related to such tax liability.

3.4. *Treatment of Undistributed Funds and Uncashed Checks.* Any funds associated with checks that are not cashed within one-hundred-and-eighty (180) calendar days of issuance and any funds that cannot be distributed to Class Members for any other reason, together with any interest earned on them, and any funds remaining after the payment of any applicable Taxes by the Escrow Agent, shall be returned to the Settlement Fund by the Settlement Administrator for payment of Plan expenses. No Settlement Funds shall revert to Defendants, for any use other than Plan expenses, if there are undistributed funds and uncashed checks.

3.5. *Administration Costs.* The Administration Costs shall be paid from the Settlement Fund. The Settlement Administrator will reserve from the Settlement Fund its estimated Administration Costs. Beginning thirty (30) calendar days after the entry of the Preliminary Approval Order, and thereafter on every thirtieth (30th) calendar day of a month during which Administration Costs are expended, the Settlement Administrator shall provide the Parties with a detailed accounting of any Administration Costs expended to date and an invoice to the Settlement Fund for the amount of such Administration Costs. Any disputes as to whether amounts billed by the Settlement Administrator to the Settlement Fund are reasonable and necessary under this Agreement shall be resolved by the Court.

3.6. *Independent Fiduciary Costs.* The Independent Fiduciary Costs shall be paid from the Settlement Fund. The Settlement Administrator will reserve from the Settlement Fund estimated Independent Fiduciary Costs not to exceed \$25,000. The Independent Fiduciary will invoice the Settlement Administrator, with a copy to the Parties, as provided in its engagement letter. Any disputes as to whether amounts billed by the Independent Fiduciary are reasonable and necessary under this Agreement shall be resolved by the Court. Absent a dispute, any invoice shall be paid within 30 days of receipt.

3.7. *Entire Monetary Obligation.* Notwithstanding anything else in this Agreement, in no event shall Defendants be required to pay any amounts under this Agreement or otherwise, other than the Settlement Amount as specified in Section 1.43.

IV. SETTLEMENT ADMINISTRATION

4.1. Defendants shall use reasonable efforts to cause the Plan Recordkeeper to provide to the Settlement Administrator, within thirty (30) calendar days of the entry of the Preliminary Approval Order, the participant data sufficient to effectuate the Notice. Subject to at least thirty (30) calendar days' written notice from the Settlement Administrator, Defendants shall also use reasonable efforts to cause the current Plan Recordkeeper to provide an updated list of Participants prior to the distribution to identify any such participants who have taken a full distribution from their Plan account and no longer have a Plan account with a positive balance. Defendants shall not otherwise be obligated to assist with effecting Notice, implementation of the Plan of Allocation, or distribution of the Settlement Fund.

4.2. The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel, Defendants' Counsel, and the Court, as circumstances may require.

4.3. Neither the Defendants, the Defendant Released Parties, nor Defendants' Counsel shall have any responsibility for or liability whatsoever with respect to (1) any act, omission, or

determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Settlement Fund or otherwise; (2) the determination of the Independent Fiduciary; (3) the management, investment, or distribution of the Settlement Fund; (4) the Plan of Allocation as approved by the Court; (5) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (6) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (7) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defendants' 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 Settlement Amount or otherwise.

4.4. The Settlement Administrator shall provide to Class Counsel and Defendants' Counsel, no less frequently than monthly, a full accounting of all expenditures made in connection with the Settlement, including Administration Costs (as noted in Section 3.5), and any distributions from the Settlement Fund.

4.5. The Settlement Administrator shall provide such information as may be reasonably requested by Plaintiffs or Defendants or their counsel relating to the administration of this Agreement.

V. RELEASES, COVENANTS, AND JUDICIAL FINDINGS

5.1. *Release of Defendants and the Defendant Released Parties.* Subject to Part VIII of this Agreement, upon and through the date of the Court's entry of the Final Approval Order and Judgment, Plaintiffs and each Class Member (on behalf of themselves and their current and former beneficiaries, heirs, descendants, dependents, marital community, administrators, executors, representatives, predecessors, successors, and assigns), and the Plan (by and through the

Independent Fiduciary pursuant to Section 2.6) absolutely and unconditionally release and forever discharge all Defendant Released Parties from any and all Released Claims.

5.2. *Covenant Not to Sue.* Plaintiffs, Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns), and Class Counsel (on behalf of themselves and any successors-in-interest) shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged, and shall forever be enjoined from prosecution of the Defendant Released Parties from any and all Released Claims, whether or not such Class Members have actually received or read the Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for Attorneys' Fees and Expenses, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed. Plaintiffs, all Class Members and the Plan (subject to Independent Fiduciary approval), acting individually or together or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any claim, 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 adverse to the Defendant Released Parties 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 Agreement pursuant to the procedures set forth in this Agreement. Should Plaintiffs or any Class Member breach the terms of this Section 5.2, Defendants and the Defendant Released Parties may recover any attorney's fees and costs that they may incur to enforce the provisions of

this Section 5.2 after Defendants provide notice and a reasonable opportunity to cure to any alleged breaching Plaintiffs or Class Members.

5.3. *Taxation of Settlement Fund* Plaintiffs and Class Members acknowledge that the Defendant Released Parties and Defendants' Counsel have no responsibility for any taxes due on funds deposited in or distributed from the Settlement Fund, or on any funds that Plaintiffs, Class Members, or Class Counsel receive from the Settlement Fund, including through any Case Contribution Award or Attorneys' Fees and Expenses award, as applicable.

5.4. *Use of Settlement Administrator Information.* Class Counsel, Defendants' Counsel, and Defendants shall have equal access to information held by the Settlement Administrator given that such information is necessary to administer this Settlement.

5.5. *Use of Defendants' and Plan Information.* Class Counsel and their agents, as well as the Settlement Administrator, shall use any information provided by Defendants or the Plan Recordkeepers pursuant to this Agreement solely for the purpose of providing the Notice and administering this Settlement and for no other purpose, and may be shared only with the foregoing persons. Such information shall be deemed "Confidential" and treated as such as if governed by a stipulated protective order establishing the limitations set forth in this Section 5.5.

VI. REPRESENTATIONS AND WARRANTIES

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

- a. Plaintiffs and Class Counsel have diligently investigated the claims in the Action; that they are voluntarily and knowingly entering into this Agreement as a result of arm's-length negotiations; that in executing this Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their

own independently-selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided in the Agreement, they have not been influenced to any extent whatsoever in executing the Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by Defendants, Defendants' released parties, or Defendants' Counsel;

b. The Parties have carefully read the contents of the Agreement and the Agreement is signed freely by each signatory executing the Agreement on behalf of the applicable Party. The 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 this Settlement, the Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary;

c. Plaintiffs have not assigned or otherwise transferred any interest in any Released Claim against any Defendant Released Parties, and they shall not assign or otherwise transfer any interest in any Released Claims; and

d. Plaintiffs, on behalf of themselves, the Plan, the Class and the Class Members, will have no surviving claims or causes of action against any of the Defendant Released Parties for any of the Released Claims, from and after the Effective Date.

e. Each Party assumes the risk of mistake as to facts or law.

6.2. *Signatories' Representations and Warranties.* Each counsel or other person executing this Agreement on behalf of any Party represents and warrants that such person has the authority to do so.

VII. MONETARY PAYMENTS

7.1. *Case Contribution Award.*

a. Plaintiffs intend to seek a Case Contribution Award not to exceed the amount of \$30,000, or \$10,000 for each Class Representative, subject to Court approval (“Case Contribution Award”). Any Case Contribution Award approved by the Court shall be paid within ten (10) calendar days of the transfer of the remaining portion of the Settlement Amount into the account established by the Escrow Agent. The Case Contribution Award shall be paid by the Settlement Administrator solely out of the Settlement Fund and shall be deducted (to the extent approved by the Court) from the Settlement Fund on or after the Effective Date and prior to the distribution of any of the Settlement Fund to the Class Members. Class Representatives shall also be entitled to distribution under this Settlement pursuant to Section 3.2 as a Class Member.

b. Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of any application for the Case Contribution Award shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceedings relating to the Case Contribution Award, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

c. Other than payment of the Settlement Amount, Defendants shall have no obligations or liability whatsoever with respect to any Case Contribution Award to Class Representative, which shall be payable solely out of the Settlement Fund.

7.2. *Attorney’s Fees and Expenses.*

a. Class Counsel intends to submit a Motion for Attorneys' Fees and Expenses seeking an award of Attorneys' Fees not to exceed one-third of the Settlement Amount, plus reasonable litigation expenses advanced and carried by Class Counsel for the duration of the Action, not to exceed \$100,000. Class Counsel will file such motion no later than the deadline set in the Preliminary Approval Order. Any amount awarded by the Court in response to such motion shall be paid by the Settlement Administrator solely out of the Settlement Fund and shall be deducted (to the extent approved by the Court) from the Settlement Fund and paid to Class Counsel within ten (10) calendar days of the transfer of the remaining portion of the Settlement Amount into the account established by the Escrow Agent.

b. Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of the Motion for Attorneys' Fees and Expenses to be paid out of the Settlement Fund shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement. Any order or proceedings relating to the award of Attorneys' Fees and Expenses, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

c. Other than the Settlement Amount, Defendants shall have no obligations or liability whatsoever with respect to any Attorneys' Fees and Expenses incurred by Class Counsel, which shall be payable solely out of the Settlement Fund.

VIII. CONTINGENCIES, EFFECT OF DISAPPROVAL, OR TERMINATION OF SETTLEMENT

8.1. This Agreement and the Settlement shall terminate and be cancelled if, within ten (10) calendar days after any of the following events, one of the Parties provides all other Parties

with written notification of an election to terminate the Settlement, provided that the Parties shall negotiate in good faith to cure any deficiency identified by the Court:

- a. The Court declines to certify the Class as described under Section 2.1;
- b. The Court declines to provide preliminary approval of this Agreement, or declines to enter, or materially modifies, the contents of the Preliminary Approval Order, or the Preliminary Approval Order is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date;
- c. The Court declines to provide final approval of this Agreement, or declines to enter, or materially modifies, the contents of the Final Approval Order and Judgment;
- d. The Court's Final Approval Order and Judgment is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or
- e. The Effective Date is not triggered for some other reason for more than one year after entry of the Preliminary Approval Order, unless the Parties agree in writing to an extension or modification of this Section 8.1(e).

8.2. For purposes of this Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, solely concerning the administration of the Settlement or the persons performing such administrative functions, or the amount or award of any Attorneys' Fees and Expenses or Case Contribution Award shall constitute grounds for cancellation or termination of the Agreement, provided that such order, modification, or reversal does not increase any Defendants' total financial obligations under this Settlement, including the Settlement Amount, or impose injunctive relief against any Defendant.

8.3. This Agreement and the Settlement shall terminate and be cancelled at the sole election of Defendants if the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to approve the release on behalf of the Plan of the Released Claims. Alternatively, Defendants shall have the option to waive this condition. Unless otherwise agreed by the Parties, either option is to be exercised in writing within ten (10) business days after the Parties' receipt of the Independent Fiduciary's written determination under Section 2.6.

8.4. In the event that any of the government officials who received a CAFA Notice object to and/or request modifications to the Settlement, Plaintiffs agree to cooperate and work with Defendants 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 and this Agreement.

8.5. If for any reason the Agreement is terminated or fails to become effective, then:

a. Plaintiffs and Defendants shall be deemed to have reverted to their respective status in the Action as of November 16, 2023. The Action shall then resume proceedings in the Court, and, except as otherwise expressly provided in the Agreement, the Parties shall proceed in all respects as if the Agreement and any related orders had not been entered,

b. Class Counsel and Defendants' Counsel shall, within ten (10) business days after the date of termination of the Agreement, jointly notify the Financial Institution in writing to return to Defendants, or their designee(s), the full amount contained in the Settlement Fund, with all interest and income earned thereon, and direct the Financial Institution to effect such return within fourteen (14) calendar days after such notification. Administration Costs incurred prior to the termination shall be paid first from the interest

earned, if any, on the Settlement Fund. Administration Costs in excess of the interest earned on the Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand, and Defendants, on the other hand. Prior to the return of amounts contemplated by this Section 8.5(b), the Financial Institution shall fully and finally fulfill and set aside for any and all tax obligations of the Settlement Fund as set forth in Section 3.1(i). Defendants shall have no past, present, or future liability whatsoever for any such tax obligations.

c. Part VIII of the Agreement, and its provisions, shall survive any termination of the Agreement and the Settlement, as will Sections 3.3, 4.3, 5.3, and 5.5.

IX. NO ADMISSION OF WRONGDOING

9.1. *No Admission of Wrongdoing.* The Parties understand and agree that this Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by any of the Defendants or Defendant Released Parties, or give rise to any inference of wrongdoing or liability in the Action or any other proceeding. This Agreement and the consideration provided hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal, equitable or factual. Defendants specifically deny any such liability or wrongdoing, and state that they are entering into the Agreement solely to eliminate the burden and expense of protracted litigation. Further, Plaintiffs have concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, Plaintiffs, and the Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA lawsuits, like the Action. Neither the fact of this Settlement nor the terms of this Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement, whether affirmatively or defensively.

X. MISCELLANEOUS

10.1. *Enforcement.* Only Class Counsel shall have standing to seek enforcement of this Agreement on behalf of Class Representatives, Class Members, or the Plan. Any individual concerned about Defendants' compliance with this 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 Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.

10.2. *Waiver.* The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party and specifically waiving such provisions. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

10.3. *Dispute Resolution.* If a dispute arises regarding compliance with any of the provisions of this Agreement, it shall first be mediated in non-binding mediation by a mutually agreed upon mediator. The cost of any mediation shall be split equally between Plaintiffs and Defendants. If mediation is unsuccessful, then any remaining disputes regarding compliance with this Agreement shall be heard only by this Court.

10.4. *Entire Agreement.* The Agreement is the entire agreement among the Parties, and it supersedes any prior agreements, written or oral, between the Parties. The Agreement cannot be altered, modified, or amended except through a writing executed by either (a) Plaintiffs and Defendants, or (b) Class Counsel and Defendants' Counsel. After preliminary approval of the Agreement, any revisions to the Agreement must be approved by the Court.

10.5. *Construction of Agreement.* The Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Party. The Agreement was reached at arm's-length by the Parties represented by counsel. None of the Parties shall be considered to be the drafter of the Agreement or any provision hereof for the purposes of any statute, case law, or rule of interpretation or construction.

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

- a. The headings of the Agreement are for reference only and do not affect in any way the meaning or interpretation of the Agreement.
- b. Definitions apply to the singular and plural forms of each term defined.
- c. Definitions apply to the masculine, feminine, and neutral genders of each term defined.
- d. References to a person are also to the person's permitted successors and assignees.
- e. Whenever the words "include," "includes," or "including" are used in this Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."

10.7. *Executed in Counterparts.* The Agreement may be executed in counterparts, each of which shall be considered the same as if a single document had been executed. The Agreement shall be deemed executed by all Parties when such counterparts have been signed by each of the Parties' counsel and delivered to the other Parties or their counsel. Counterpart copies of signature

pages, whether delivered in original, by electronic mail in .pdf format or by facsimile, taken together, shall all be treated as originals and binding signatures.

10.8. *Notices.* Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, shall be in writing and delivered via e-mail to the attention of Class Counsel or Defendants' Counsel, as applicable (as well as to any other recipients that a court may specify). Parties may change the person(s) to whom such notices should be directed by giving notice pursuant to this section. As of the date hereof, the respective representatives are as follows:

For Defendants:

Reginald Goeke
MAYER BROWN LLP
1999 K Street, NW
Washington, DC 20037
Telephone: (202) 263-3000
E-mail: rgoeke@mayerbrown.com

And

Mick Nylander
Regional General Counsel, Americas
GKN Driveline
2200 N. Opdyke Road
Auburn Hills, MI 48326
Telephone: (248)296-7290
Email: mick.nylander@gknautomotive.com

For Plaintiff:

Eric Lechtzin
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, PA 18940
Telephone: (215) 867-2399
E-mail: elechtzin@edelson-law.com

Natalie Lesser
Berger Montague
1818 Market Street, Suite 3600
Philadelphia, PA 19130
Telephone: (215) 875-3000
Email: nlesser@bm.net

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

10.10. *Governing Law.* Except to the extent required by federal law, the Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than the State of Michigan.

10.11. *Fees and Expenses.* Except as otherwise expressly set forth herein, each Party shall pay all fees, costs, and expenses incurred in connection with the Action, including fees, costs, and expenses incident to his, her, or its negotiation, preparation, or compliance with this Agreement, and including any fees, expenses, and disbursements of its counsel, accountants, experts and other advisors. Nothing in the Agreement shall require Defendants to pay any monies other than as expressly provided herein.

10.12. *Communication with Plan Participants.* Nothing in the Agreement or Settlement shall prevent or inhibit Defendants' ability to communicate with former, active, or inactive participants of the Plan or Former Participants.

10.13. *Retention of Jurisdiction.* The Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as necessary or appropriate to effectuate the terms of the Agreement.

10.14. *Non-Disparagement.* Plaintiffs and Class Counsel agree that they will not at any time publicly disparage or induce others to publicly disparage any of the Defendants or the

Defendant Released Parties. Plaintiffs and Class Counsel further agree that they will not make any press releases or press statements regarding Defendants, the Defendant Released Parties, or this Agreement.

[Signatures Appear on the Following Page]

On Behalf of Plaintiffs, Individually and as
Representative of the Settlement Class and the Plan

Dated: 3/20/2024 _____

DocuSigned by:
Jeffrey Parker
81459270FAB44AC...

Jeffrey Parker

Dated: 3/21/2024 _____

DocuSigned by:
Donald B Losey
8C612B43A102440...

Donald B. Losey

Dated: 3/21/2024 _____

DocuSigned by:
Shelley Weatherford
8492A2B60D2E4CD...

Shelley Weatherford

Dated: April 24, 2024

ON BEHALF OF DEFENDANTS, GKN North America Services, Inc., the Board of Directors of GKN North America Services, Inc., the Benefit Administration Committee and predecessor Pension Committee.

A handwritten signature in blue ink that reads "Mick A. Nylander". The signature is written in a cursive style with a horizontal line underneath it.

Mick A. Nylander
GKN North America Services, Inc.
2200 N. Opdyke Road
Auburn Hills, MI 48326
Phone: (248) 296-7290
E-mail: mick.nylander@gknautomotive.com

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEFFREY PARKER, DONALD B. LOSEY,
and, SHELLEY WEATHERFORD,
individually and on behalf of themselves, the
GKN Group Retirement Savings Plan, and
all others similarly situated,

Plaintiffs,

v.

GKN NORTH AMERICA SERVICES,
INC., BOARD OF DIRECTORS OF GKN
NORTH AMERICA SERVICES, INC., and
the BENEFIT COMMITTEE,

Defendants.

Case No: 2:21-cv-12468-SFC

Hon. Sean F. Cox

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This 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 Order and Judgment shall have the same meanings as ascribed to them in the Settlement Agreement executed by counsel on behalf of the Named Plaintiffs, all Class Members, and Defendants, respectively.

1. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties, including all members of the Settlement Class.

1. For purposes of Settlement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court the “Settlement Class” shall be:

All participants and beneficiaries of the Plan at any time from March 23, 2016, through the date of judgment (the “Class Period”), including any beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a QDRO who was a participant in the Plan at any time during the Class Period. The Defendants are excluded from the Class.

2. The Court appoints Named Plaintiffs Jeffrey Parker, Donald B. Losey, and Shelley Weatherford as Class Representatives for the Settlement Class, Edelson Lechtzin LLP and Berger Montague as Lead Class Counsel, and Fink Bressack PLLC as Local Counsel for the Class.

3. 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 reimbursement of litigation costs and for Case Contribution Awards to the Named Plaintiffs, 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 a 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.

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

5. 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 Plan and the Settlement Class, and more particularly finds that:

(a) The Settlement was negotiated vigorously and at arm's length by Defendants and Defense Counsel, on the one hand, and the Named Plaintiffs and Class Counsel on behalf of the Settlement Class, on the other hand with the assistance of a mediator, Robert A. Meyer of JAMS;

(b) Plaintiffs and Defendants possessed sufficient information to evaluate the settlement value of the Action;

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

(d) The amount of the Settlement – two million nine hundred and fifty thousand dollars (\$2,950,000.00) is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Class Settlement Amount is efficient and requires no filing of claims. The Settlement terms related to attorneys' fees 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 Class Settlement Amount is within the range of settlement values obtained in similar cases;

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

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

6. 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.

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

8. The releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Article 7 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Settlement Effective Date. Accordingly, the Court orders that, as of the Settlement Effective Date, the Plan, the Class Representatives, and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, predecessors, successors, assigns, agents, and attorneys) hereby fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties (including Defendants) from all Released Claims, regardless of whether or not such 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 such Class Member receives a monetary benefit from the Settlement, actually received the Settlement Notice, 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 Member have been approved or allowed.

9. The Class Representatives, Class Members, and the 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 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.

10. The Class Representatives, the Class Members, and the 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.

11. 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, any and all calculations under the Plan of Allocation, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

12. The operative complaint and all claims asserted therein in the Action 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.

13. 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 Order and Judgment, or the Settlement Agreement or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and rule by separate Order with respect to all applications for awards of attorneys' fees and Case Contribution Awards to the Named Plaintiffs, and reimbursements of litigation costs, submitted pursuant to the Settlement Agreement.

14. Any motion to enforce this Final Order and Judgment 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 Order or Judgment 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.

15. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Order and Judgment shall be rendered null and void, ab initio, and shall be vacated *nunc pro tunc*, and this 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.

16. 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 Plan, in accordance with applicable law and the governing terms of the Plan.

17. 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.

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

SO ORDERED this ____ day of _____, 2024.

Hon. Sean F. Cox
United States District Judge

EXHIBIT B

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEFFREY PARKER, DONALD B. LOSEY, and,
SHELLEY WEATHERFORD, individually and on
behalf of themselves, the GKN Group Retirement
Savings Plan, and all others similarly situated,

Plaintiffs,

v.

GKN NORTH AMERICA SERVICES, INC., BOARD
OF DIRECTORS OF GKN NORTH AMERICA
SERVICES, INC., and the BENEFIT COMMITTEE,

Defendants.

Case No: 2:21-cv-12468-SFC-JJCG

Hon. Sean F. Cox

NOTICE OF CLASS ACTION SETTLEMENT

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR RIGHTS

You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the GKN Group Retirement Savings Plan (the “Plan”), indicates that you are or were a participant in the Plan during the period March 23, 2016, through [Date of Preliminary Approval Order] (the “Class Period”). As such, your rights may be affected by a proposed settlement of this class action lawsuit (the “Settlement”). **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 what deadlines apply.**

This Notice contains summary information with respect to the Settlement. The complete terms and conditions of the Settlement are set forth in a Settlement Agreement (“Settlement Agreement”). Capitalized terms used in this Notice, but not defined in this Notice, have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement, and additional information with respect to this lawsuit and the Settlement, are available at an Internet site dedicated to the Settlement, www.GKNERISASettlement.com.

The Court in charge of this case is the United States District Court for the Eastern District of Michigan. The persons who sued on behalf of themselves and the Plan are called the “Named Plaintiffs,” and the people they sued are called the “Defendants.” The Named Plaintiffs are Jeffrey Parker, Donald B. Losey, and Shelley Weatherford. The Defendants are GKN North America Services, Inc., the Board of Directors of GKN, and the Benefit Committee. The Action is known as *Parker et al., v. GKN North America Services, Inc. et al.*, Case No. 2:21-cv-12468-SFC (E.D. Mich.).

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you currently have a positive account balance in the Plan and are a Settlement Class member, any share of the Net Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (<i>i.e.</i> , no longer a participant in the Plan) and are a Settlement Class member, any funds you are entitled to shall be paid directly to you by check by the Settlement Administrator.
YOU MAY OBJECT TO THE SETTLEMENT BY [REDACTED]	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and the attorneys for the Parties explaining why you object to the Settlement.
YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON [REDACTED]	If you submit a written objection to the Settlement to the Court before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing about the Settlement and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection with the Court by the approved deadline in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in the answer to Question 16 in this Notice.

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.
- The Court still must decide whether to approve the Settlement. Payments will be made only if the Court approves the Settlement and that approval is upheld in the event of any appeal.

Further information regarding this litigation and this Notice may be obtained by contacting the following Class Counsel:

Eric Lechtzin
 EDELSON LECHTZIN LLP
 411 S. State Street, Suite N-300
 Newtown, PA 18940
 Telephone: (215) 867-2399

Class Counsel has established a toll-free phone number to receive your comments and questions: XXX-XXX-XXXX. You may also send an email to elechtzin@edelson-law.com. In the subject line please write “GKN Settlement.” You should contact Class Counsel with any questions regarding this Settlement, not the Court, GKN, or counsel for the Defendants.

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SUMMARY OF SETTLEMENT

This litigation (the “Action”) is a class action in which Named Plaintiffs—Jeffrey Parker, Donald B. Losey, and Shelley Weatherford—allege that the Defendants breached ERISA fiduciary duties owed to the participants and beneficiaries of the Plan by, among other things, failing to attempt to reduce the Plan’s expenses or exercise appropriate judgment to scrutinize each investment option that was offered in the Plan to ensure it was prudent. A copy of the operative Class Action Complaint as well as other documents filed in the Action are available at www.GKNerisasettlement.com or from Class Counsel. Defendants have denied and continue to deny all the claims and allegations in the Action and deny any liability or wrongful conduct of any kind. Defendants believe they have administered the Plan lawfully, properly, prudently, and in the best interests of all Plan participants.

A Settlement Fund consisting of two million nine hundred and fifty thousand dollars (\$2,950,000.00) in cash (the “Gross Settlement Amount”) is being established in the Action. The Gross Settlement Amount will be deposited by Defendants’ insurers into an escrow account, and the Gross Settlement Amount, together with any interest earned, will constitute the Settlement Fund. Payment of any taxes, approved attorneys’ fees and litigation expenses; payment of Case Contribution Awards to the Named Plaintiffs; and the costs of administering the Settlement will be paid out of the Settlement Fund. After the payment of such fees, expenses, and awards, the amount that remains will constitute the Net Settlement Amount. The Net Settlement Amount will be allocated to Settlement Class members according to a Plan of Allocation to be approved by the Court.

STATEMENT OF POTENTIAL OUTCOME OF THE ACTION

Defendants dispute each of the claims asserted in the Action and deny that they ever engaged in any wrongdoing, violation of law, or breach of duty. Further, Named Plaintiffs would face an uncertain outcome if litigation of the Action were to continue. If the Settlement had not been reached, Defendants would present evidence that they reasonably and prudently managed the Plan’s investment options and fees and fulfilled all their fiduciary obligations.

As a result, continued litigation could result in a judgment in favor of the Defendants and against the Named Plaintiffs and Class. Even if the Named Plaintiffs and Class prevailed, they might recover a judgment less than the amount obtained as part of the Settlement, or no recovery at all.

The Named Plaintiffs and the Defendants disagree on liability and do not agree on the amount that would be recoverable even if the Named Plaintiffs were to prevail at trial. The Defendants deny all claims and contentions by the Named Plaintiffs. The Defendants deny that they are liable to the Settlement Class and that the Settlement Class or the Plan has suffered any damages for which the Defendants could be held legally responsible. Having considered the uncertainty, costs, and risks inherent in any litigation, particularly in a complex case such as this, the Named Plaintiffs and Defendants have concluded that it is desirable that the Action be fully and finally settled on the terms and conditions set forth in the Settlement Agreement.

STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT IN THE ACTION

Class Counsel will apply to the Court for an order awarding attorneys' fees not in excess of thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount (a maximum amount of \$983,333.33), plus reimbursement of expenses not to exceed \$100,000.00. Any amount approved by the Court will be paid from the Settlement Fund.

WHAT WILL THE NAMED PLAINTIFFS GET?

The Named Plaintiffs will share in the allocation of the Net Settlement Amount on the same basis as all other members of the Settlement Class. In addition, the Named Plaintiffs will ask the Court to award up to \$10,000 to each of the Named Plaintiffs as Case Contribution Awards for their participation in the Action and representation of the Settlement Class. Any such awards will be paid solely from the Settlement Fund.

BASIC INFORMATION

WHY DID I GET THIS NOTICE PACKAGE?

You or someone in your family may have been a participant in or a beneficiary of the Plan during **the period from March 23, 2016 to [REDACTED]**.

The Court directed that this Notice be sent to you because you fall within the definition of the Settlement Class, and you have a right to know about the Settlement and the options available to you regarding the Settlement before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be distributed to the Settlement Class members according to a Court-approved Plan of Allocation described below. This Notice describes the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

WHAT IS THE ACTION ABOUT?

The Action claims that under ERISA, Defendants owed fiduciary duties of care, prudence and loyalty to the Plan and that they violated those duties in connection with the selection and monitoring of the Plan's investment options and service providers. During the Class Period, participants in the Plan were able to allocate their account balances among various investment funds. Named Plaintiffs allege that the Plan had substantial bargaining power regarding the fees and expenses that were charged. Named Plaintiffs further allege that Defendants did not exercise appropriate judgment to scrutinize each investment option that was offered in the Plan to ensure it was prudent. Additionally, Named Plaintiffs allege Defendants failed to prudently monitor the recordkeeping fees charged to 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.

THE DEFENSES IN THE ACTION

Defendants deny all the claims and allegations made in the Action and deny they ever engaged in any wrongful conduct. If the Action were to continue, Defendants would raise numerous defenses to liability, including:

- Defendants did not engage in any of the allegedly improper conduct charged in the Complaint;
- Defendants reasonably and prudently managed the Plan's investment options and fees, as well as all recordkeeping fees, and fulfilled all of their fiduciary obligations;
- The Plan's investment options were and are reasonable, prudent, and sound investment options for Plan participants;
- Even if a court were to determine that Defendants failed to discharge any duty under ERISA, any such breach of fiduciary duty did not cause the Plan or its participants to suffer any loss.

SETTLEMENT DISCUSSIONS

The Parties' negotiations concerning a possible compromise and settlement of the Action were extensive and included a full day mediation session before a neutral mediator, Robert A. Meyer of JAMS, a private alternative dispute resolution provider, which resulted in the proposed Settlement. The Parties subsequently negotiated the specific terms of the Settlement Agreement and related documents. On _____, 2024, Named Plaintiffs filed a motion seeking preliminary approval of the Settlement as well as seeking related relief.

WHY IS THIS CASE A CLASS ACTION?

In a class action, one or more plaintiffs, called "class representatives" or "named plaintiffs," sue on behalf of people who have similar claims. All of these people who have similar claims collectively make up the "class" and are referred to individually as "class members." One case resolves the issues for all class members together. Because the conduct alleged in this Action is claimed to have affected a large group of people – participants in the Plan during the Class Period – in a similar way, Named Plaintiffs filed this case as a class action.

WHY IS THERE A SETTLEMENT?

As in any litigation, all parties face an uncertain outcome. On the one hand, continuation of the litigation against the Defendants could result in a judgment greater than this Settlement. On the other hand, continuing the case could result in Plaintiffs obtaining no recovery at all, losing the case, or obtaining a recovery that is less than the amount of the Settlement. Based on these factors, Named Plaintiffs and Class Counsel have concluded that the proposed Settlement is in the best interests of all Settlement Class members.

HOW DO I KNOW WHETHER I AM PART OF THE SETTLEMENT?

You are a member of the Settlement Class if you fall within the definition of the Settlement Class preliminarily approved by Judge Sean F. Cox:

All participants and beneficiaries of the Plan, at any time during the Class Period, including any beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a QDRO who was a participant in the Plan at any time during the Class Period. The Defendants are excluded from the Class.

The "Class Period" referred to in this definition is from March 23, 2016 to [date of preliminary approval order]. If you are a member of the Settlement Class, the amount of money you will receive, if any, will depend upon the Plan of Allocation, described below.

THE SETTLEMENT BENEFITS—WHAT YOU MAY GET

WHAT DOES THE SETTLEMENT PROVIDE?

Provided that the Settlement becomes Final, a Settlement Fund consisting of \$2,950,000.00 will be established in the Action. The amount of money that will be allocated among members of the Settlement Class, after the payment of any taxes and Court-approved costs, fees, and expenses, including attorneys' fees and expenses of Class Counsel, any Court-approved Case Contribution Awards to be paid to the Named Plaintiffs, and payment of expenses incurred in calculating the Settlement payments and administering the Settlement, is called the Net Settlement Amount. The Net Settlement Amount will not be known until these other amounts are quantified and deducted. The Net Settlement Amount will be allocated to members of the Settlement Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation describes how Settlement payments will be distributed to Settlement Class members who receive a payment.

If the Settlement is approved by the Court, all Settlement Class members and anyone claiming through them shall be deemed to fully release the Released Parties from Released Claims.

The Released Parties are (a) Defendants, their representatives, attorneys, agents, directors, officers, or employees, (b) Defendants' insurers, co-insurers, and reinsurers, (c) Defendants' direct and indirect, past, present or future parents, subsidiaries, affiliates, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and each Person that controls, is controlled by, or is under common control with them, (d) the Plan and the Plan's current and past fiduciaries, administrators, plan administrators, recordkeepers, service providers, consultants, and parties-in-interest, and (e) Defendants' current and past agents, officers, employees, trustees, Board of Trustees, and members of the Board of Trustees.

The above description of the proposed Settlement is only a summary. The complete terms, including the definitions of the Released Parties and Released Claims, are set forth in the Settlement Agreement (including its exhibits), which may be obtained at the dedicated Settlement Internet site, www.GKNerisasettlement.com or by contacting Class Counsel listed on Page 2 above.

HOW MUCH WILL MY PAYMENT BE?

Each Settlement Class member's share will be calculated according to a Court-approved Plan of Allocation by a third-party vendor (the "Settlement Administrator") selected by Class Counsel. You are not required to calculate the amount you may be entitled to receive under the Settlement as the Settlement Administrator will do so under the Plan of Allocation. In general, your proportionate share of the Settlement will be calculated as follows:

- First, the Settlement Administrator will obtain balances for each Settlement Class member in their Plan accounts as of March 31, 2016, and on December 31 of each subsequent year of the Class Period up to and including 2023. Each Class Member's account balances for each year of the Class Period based on the account balances as of these dates will be summed. This summed amount will be that Class Member's "Balance."
- Second, the Balance for all Class Members will be summed.
- Third, each Class Member will receive a share of the Net Settlement Amount in proportion to the sum of that Class Member's Balance as compared to the sum of the Balance for all Class Members, *i.e.*, where the numerator is the Class Member's Balance and the denominator is the sum of all Class Members' Balances.
- The amounts resulting from this initial calculation will be known as the Preliminary Entitlement Amount. Class Members who are entitled to a distribution of less than \$10.00 will receive a distribution of \$10.00 (the "De Minimis Amount") from the Net Settlement Amount. In other words, the Settlement Administrator shall progressively increase Class Members' awards falling below the De Minimis Amount until the lowest

participating Class Member award is the De Minimis Amount, *i.e.*, \$10.00. The resulting calculation shall be the Final Entitlement Amount for each Class Member. The sum of the Final Entitlement Amount for each Class Member will equal the dollar amount of the Net Settlement Amount.

You will not be required to produce records that show your Plan activity. If you are entitled to a share of the Settlement Fund, your share of the Settlement will be determined based on the Plan's records for your account. If you have questions regarding the allocation of the Net Settlement Amount, please contact Class Counsel listed on Page 2 above.

HOW MAY I RECEIVE A PAYMENT?

You do not need to file a claim. The Entitlement Amount for Settlement Class members with an Active Account (an account with a positive balance) as of December 31, 2023 (unless that Plan account is closed prior to distribution of Settlement proceeds, in which case that Class Member will receive their allocation via a check from the Settlement Administrator) will be paid into the Plan. Former Participants will be paid directly by check from 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. If you are a former Plan participant and have not provided the Plan with your current address, please contact Class Counsel listed on Page 2 above.

Each Class Member who receives a payment 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 payment received by such person.

WHEN WOULD I GET MY PAYMENT?

The Settlement cannot be completed unless and until several events occur. These events include final approval of the Settlement by the Court, approval of the Settlement by an independent fiduciary to the Plan, transfer of the Net Settlement Amount to the Plan, and calculation of the amount of the Settlement owed to each Settlement Class member. If objections are made to the Settlement or appeals are taken by objectors who oppose the approval of the Settlement, this process may take a long time to complete, possibly several years.

There will be no payments if the Settlement Agreement is terminated.

The Settlement Agreement may be terminated for several reasons, including if (1) the Court does not approve or materially modifies the Settlement Agreement, or (2) the Court approves the Settlement Agreement but the approval is reversed or materially modified by an appellate court. If the Settlement Agreement is terminated, the Action will proceed in litigation again as if the Settlement Agreement had not been entered into. The Settlement is not conditioned upon the Court's approval of attorneys' fees or the reimbursement of expenses/costs sought by Class Counsel, the Case Contribution Awards sought by the Named Plaintiffs, or any appeals solely related thereto.

CAN I GET OUT OF THE SETTLEMENT?

You do not have the right to exclude yourself from the Settlement. The Settlement Agreement provides for certification of the Settlement Class as a non-opt-out class action under Federal Rule of Civil Procedure 23(b)(1), and the Court has preliminarily determined that the requirements of that rule have been satisfied. Thus, it is not possible for any Settlement Class members to exclude themselves from the Settlement. As a Settlement Class member, you will be bound by any judgments or orders that are entered in the Action for all claims that were or could have been asserted in the Action or are otherwise released under the Settlement.

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve it. For more information on how to object to the Settlement, see the answer to Question 13 below.

THE LAWYERS REPRESENTING YOU

DO I HAVE A LAWYER IN THE CASE?

The Court has preliminarily appointed the law firm of Edelson Lechtzin LLP and Berger Montague PC as Class Counsel for the Named Plaintiffs in the Action. You will not be charged directly by these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

HOW WILL THE LAWYERS BE PAID?

Class Counsel will file a motion for the award of attorneys' fees of not more than one third (33 1/3%) of the Settlement Amount, plus reimbursement of expenses incurred in connection with the prosecution of the Action. This motion will be considered at the Fairness Hearing described below.

OBJECTING TO THE ATTORNEYS' FEES

By following the procedures described in the answer to Question 13, you can tell the Court that you do not agree with the fees and expenses the attorneys intend to seek and ask the Court to deny their motion or limit the award.

HOW DO I TELL THE COURT IF I DO NOT LIKE THE SETTLEMENT?

If you are a Settlement Class Member, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve it. To object, you must send a letter or other writing saying that you object to the Settlement in *Parker et al., v. GKN North America Services, Inc. et al., Case No. 2:21-cv-12468-SFC (E.D. Mich.)* Be sure to include your name, address, telephone number, signature, and a full explanation of all the reasons why you object to the Settlement. **You must file your objection with the Clerk of the Court of the United States District Court for the Eastern District of Michigan so that it is received no later than [REDACTED]**. The address is:

Clerk' Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

The objection must refer prominently to this case name: *Parker et al., v. GKN North America Services, Inc. et al., Case No. 2:21-cv-12468-SFC (E.D. Mich.)*

A copy of your objection must also be provided to Class Counsel and Defense Counsel by email to elechtzin@edelson-law.com and rgoeke@mayerbrown.com (writing "GKN Settlement" in the subject line) or to the following respective addresses for Class and Defense Counsel:

Class Counsel

Eric Lechtzin
Edelson Lechtzin LLP
411 S. State Street, Suite N-300
Newtown, Pennsylvania 18940

Defense Counsel

Reginald Goeke
MAYER BROWN LLP
1999 K Street, NW
Washington, DC 20037

THE FAIRNESS HEARING

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may participate in the Fairness Hearing, **which may be held telephonically or by video conference**, and you may ask to speak if you have timely asserted an objection, but you do not have to participate in the Fairness Hearing to have your objection considered. **It is your obligation to ensure that your written objection is received by the Court by no later than [REDACTED], 2024.**

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT?

The Fairness Hearing currently is scheduled for [REDACTED] m. on [REDACTED], 2024, at the United States District Court for the Eastern District of Michigan, Theodore Levin U.S. Courthouse, 231 W. Lafayette Blvd, Detroit MI 48226, before The Honorable Sean F. Cox, or other courtroom as the Court may designate. The Court may hold this hearing in person or via Zoom or other videoconference technology designated for use by the United States District Court system. **The Court may adjourn the Fairness Hearing without further notice to the Settlement Class and also may schedule the hearing to be done by telephone or video conference at its sole discretion. If you wish to attend, you should confirm the date and time of the Fairness Hearing with Class Counsel before doing so or on the Court's official docket.** At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. The Court will also rule on the motions for attorneys' fees and reimbursement of expenses and for Case Contribution Awards for the Named Plaintiffs. The Parties do not know how long these decisions will take or whether appeals will be filed.

DO I HAVE TO ATTEND THESE HEARING?

No, but you are welcome to attend at your own expense. If you file an objection, you do not have to come to Court to talk about it. If you mail your written objection on time, it will be before the Court when the Court considers whether to approve the Settlement. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is also not necessary.

MAY I SPEAK AT THE HEARING?

If you submit a timely written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a written objection in advance of the Fairness Hearing AND you file a Notice of Intention To Appear, as described in this paragraph. To do so, you must file with the Court a letter or other paper called a "Notice of Intention To Appear at Fairness Hearing in *Parker et al., v. GKN North America Services, Inc. et al., Case No. 2:21-cv-12468-SFC (E.D. Mich.)* Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention To Appear must be received by the attorneys listed in the answer to Question 13 above, no later than [REDACTED], and must be filed with the Clerk of the Court at the address listed in the answer to Question 13.

IF YOU DO NOTHING

WHAT HAPPENS IF I DO NOTHING AT ALL?

If you do nothing and you are a Settlement Class member, and the Settlement is approved, you will participate in the Settlement of the Action as described above in this Notice.

GETTING MORE INFORMATION

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

Yes. This Notice summarizes the proposed Settlement. The complete terms are set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by making a written request to Class Counsel listed on Page 2 above. Copies may also be obtained and/or accessed at the dedicated Settlement website, www.GKNerisasettlement.com, by calling the toll-free number, **xxx-xxx-xxxx**, or by sending an email to elechtzin@edelson-law.com. In the subject line please write "GKN Settlement." You are encouraged to read the complete Settlement Agreement.

DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, GKN NORTH AMERICA SERVICES, INC., OR COUNSEL FOR GKN NORTH AMERICA SERVICES, INC. REGARDING THIS NOTICE. THEY WILL NOT BE ABLE TO ANSWER YOUR QUESTIONS. INSTEAD CONTACT CLASS COUNSEL, THE SETTLEMENT ADMINISTRATOR TOLL-FREE AT **xxx-xxx-xxxx, OR VISIT THE SETTLEMENT WEBSITE AT WWW.GKNERISASETTLEMENT.COM.**

EXHIBIT C

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEFFREY PARKER, DONALD B. LOSEY,
and, SHELLEY WEATHERFORD,
individually and on behalf of themselves, the
GKN Group Retirement Savings Plan, and
all others similarly situated,

Plaintiffs,

v.

GKN NORTH AMERICA SERVICES,
INC., BOARD OF DIRECTORS OF GKN
NORTH AMERICA SERVICES, INC., and
the BENEFIT COMMITTEE,

Defendants.

Case No: 2:21-cv-12468-SFC-JJCG

Hon. Sean F. Cox

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

This Action involves claims for alleged violations of the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.* (“ERISA”), with respect to the GKN Group Retirement Savings Plan (the “Plan”).¹ The terms of the Settlement are set out in the Settlement Agreement, fully executed as of March [REDACTED], 2024, by counsel on behalf of the Named Plaintiffs, all Class Members, and the Defendants, respectively.

Pursuant to the Named Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, Preliminarily Approving Plan of Allocation, and Scheduling a Date for a Fairness Hearing filed on _____, 2024, the Court has 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 and the matter having come before the Court at the Preliminary Approval Hearing held _____, and the Court having been fully advised in the premises, it is hereby **ORDERED, ADJUDGED, AND DECREED** as follows:

1. **Certification of the Settlement Class.** For purposes of Settlement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court

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

modifies the previously certified Class Period as follows. The “Settlement Class” shall be:

All participants and beneficiaries of the Plan , at any time from March 23, 2016, through the date of judgment (the “Class Period”), including any beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a QDRO who was a participant in the Plan at any time during the Class Period.

2. The Court appoints the Named Plaintiffs Jeffrey Parker, Donald B. Losey, and Shelley Weatherford as Class Representatives for the Settlement Class, Edelson Lechtzin LLP and Berger Montague PC as Lead Class Counsel, and Fink Bressack PLLC as Local Counsel for the Class.

3. **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 arms’ length by Defendants and Defense Counsel, on the one hand, and Named Plaintiffs and Class Counsel on behalf of the Settlement Class, on the other hand with the assistance of an experienced mediator, Robert A. Meyer of JAMS;
- b) Named Plaintiffs and Class Counsel had sufficient information to evaluate the settlement value of the Action and have concluded that the Settlement is fair, reasonable and adequate;

- c) If the Settlement had not been achieved, Named Plaintiffs and the Settlement Class faced the expense, risk, and uncertainty of protracted litigation;
- d) The amount of the Settlement – two million nine hundred and fifty thousand dollars (\$2,950,000.00) – is fair, reasonable, and adequate, taking into account the costs, risks, and delay of litigation, trial, and appeal. The method of distributing the Class Settlement Amount is efficient, relying on Defendants’ records and requiring no filing of claims. The Settlement terms related to attorneys’ fees do not raise any initial 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 Class Settlement Amount is within the range of settlement values obtained in similar cases;
- e) At all times, the Named Plaintiffs 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.

4. **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 the terms of the Settlement. Defendants shall have no withholding, reporting or tax reporting responsibilities with regard to the Settlement Fund or its distribution. 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 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 Order, and any future orders that the Court may find it necessary to issue.

5. **Fairness Hearing** – A hearing is scheduled for _____, 2024 [at least 120 days after entry of the preliminary approval order] 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 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 Costs and Case Contribution Awards to the Named Plaintiffs are fair and reasonable, and should be approved.

6. **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, the Settlement, and the Plan of Allocation; (b) 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 for a Case Contribution Award for the Named Plaintiffs for their service in such capacity; (c) gives notice to the Settlement Class of the time and place of the Fairness Hearing; and (d) describes how the recipients of the Settlement Notice may object to any of the relief requested.

7. **Settlement Administrator** – The Court hereby approves the appointment of Analytics LLC (“Analytics”) as the Settlement Administrator for the Settlement. The Court directs that the Settlement Administrator shall:

- By no later than _____, 2024 (forty-five (45) days after entry of this 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. Prior to mailing the Settlement Notice, Analytics shall conduct an advanced address research (via skip-trace databases) to identify current mailing address information for the Settlement Class members. Additionally, Analytics must update the Settlement Class member address information using data from the National Change of Address (“NCOA”) database. After mailing the Settlement Notice, Analytics 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 (forty-five (45) days after entry of this Order), cause the Settlement Notice to be sent by email to any email addresses on file for the Settlement Class members as of the date of this Preliminary Approval Order.
- By no later than _____, 2024 (forty-five (45) days after entry of this Order), cause the Settlement Notice to be published on the

website identified in the Settlement Notice, www.GKNerisasettlement.com 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.

8. **Petition for Attorneys' Fees, Litigation Costs and Case Contribution Awards** – Any petition by Class Counsel for attorneys' fees, litigation costs and Case Contribution Awards to the Named Plaintiffs, and all briefs in support thereof, shall be filed no later than _____, 2024 (thirty days (30) before the date for filing Objections specified in this Order).

9. **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 (thirty days (30) before the date for filing objections specified in this Order).

10. **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 Settlement Fund, or to the request for a Case Contribution Award for the Named Plaintiffs. An objector must file with the Court a statement of his, her, 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). The address for filing objections with the Court is as follows:

Clerk's Office
Theodore Levin U.S. Courthouse
231 W. Lafayette Blvd., Room 599
Detroit, MI 48226

Re: *Parker et al. v. GKN North America Services, Inc. et al.*,
Civil Action No. 2:21-cv-12468-SFC (E.D. Mich.)

The objector or their counsel (if any) must file the objection(s) and supporting materials with the Court no later than _____, 2024 (fourteen (14) days before the date of the Fairness Hearing specified in this Order). If an objector hires an attorney to represent him, her, 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 (fourteen (14) days before the date of the Fairness Hearing specified in this Order). 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 (7) days before the date of the Fairness Hearing specified in this Order). There shall be no reply briefs without leave of Court.

11. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than _____, 2024 (seven (7) days before the date of the Fairness Hearing specified in this Order).

12. **Appearance at Final Approval Hearing** – Any objector who files a timely, written objection in accordance with paragraph 11 above may also appear at the Fairness Hearing either in person or through qualified counsel retained at the objector’s expense. Objectors or their attorneys intending to appear at the Fairness Hearing must file a notice of intention to appear (and, if applicable, the name, address, and telephone number of the objector’s attorney) with the Court by no later than _____, 2024 (seven (7) days before the date of Fairness Hearing specified in this Order). Any objectors, or their counsel, who does not timely file a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

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

14. **Parallel Proceedings** – Pending final determination of whether the Settlement Agreement should be approved, the Named Plaintiffs, every Class Member, and the 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, including Defendants.

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

SO ORDERED this ____ day of _____, 2024.

Hon. Sean F. Cox
United States District Judge

EXHIBIT D

April __, 2023

VIA FEDERAL EXPRESS

[Department]

[Address]

Re: *Parker, et al. v. GKN North American Services, Inc., et al.*,
Case No. 2:21-cv-12468-SFC-JJCG (E.D. Mich.)

Notice Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

Defendants GKN North America Services, Inc., the Board of Directors of GKN North America Services, Inc., and the Benefit Committee hereby provide this Notice of a Proposed Class Action Settlement in the above-referenced class actions pursuant to the Class Action Fairness Act of 2005 (“CAFA”).

In accordance with obligations under CAFA, the following are enclosed:

- (1) The Complaint, any materials filed with the Complaint, and any Amended Complaints.**

Plaintiffs’ Class Action Complaint and Corrected Amended Complaint can be found on the enclosed CD.

- (2) Notice of any scheduled judicial hearing in the class action.**

In its Preliminary Approval Order, the Court scheduled a Fairness Hearing to be held on [REDACTED], 2024. A copy of the Preliminary Approval Order is on the enclosed CD. The Fairness Hearing is subject to change. If the hearing is rescheduled, such date(s) can be

found on PACER as follows: (1) enter PACER through <https://pacer.uscourts.gov/>, (2) click the "Document Filing System" link, (3) click on "Query," (4) enter the civil case number, 2:21-cv-12468, (5) click on "Run Query," and (6) click on the link "Docket Report." The order(s) scheduling hearing(s) will be found on the docket entry sheet.

(3) Any proposed or final notification to class members.

The proposed Notice of Class Action Settlement as submitted to the Court can be found on the enclosed CD.

(4) Any proposed or final class action settlement.

The Settlement Agreement entered into by the parties and as submitted to the Court can be found on the enclosed CD as "Exhibit 3." There are no other agreements contemporaneously made between Class Counsel and counsel for the defendants.

(5) A final judgment or notice of dismissal.

Final judgment has not yet been entered. Upon entry, a copy of the Final Order and Judgment will be available through PACER and can be accessed online as follows: (1) enter PACER through <https://pacer.uscourts.gov/>, (2) click the "Document Filing System" link, (3) click on "Query," (4) enter the civil case number, 2:21-cv-12468, (5) click on "Run Query," and (6) click on the link "Docket Report." The order(s) entering final judgment will be found on the docket entry sheet.

(6) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

It is not feasible at this time to provide the names of class members residing in each state, a reasonable estimate of the number of class members residing in each state, or the estimated proportionate share of the claims for members in each state because that information is currently being compiled.

(7) Any written judicial opinion relating to the materials described in (3) through (5).

The Court entered a Preliminary Approval Order on **????**. A copy of the Preliminary Approval Order is on the enclosed CD.

Final judgment has not yet been entered. Upon entry, a copy of said judgment can be found online through the process described in section (5) above.

If you have questions about this notice, the lawsuits, or the enclosed materials, please do not hesitate to contact me.

Sincerely,

Analytics LLC

Enclosures

EXHIBIT E

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN**

JEFFREY PARKER, DONALD B. LOSEY,
and, SHELLEY WEATHERFORD,
individually and on behalf of themselves, the
GKN Group Retirement Savings Plan, and
all others similarly situated,

Plaintiffs,

v.

GKN NORTH AMERICA SERVICES,
INC., BOARD OF DIRECTORS OF GKN
NORTH AMERICA SERVICES, INC., and
the BENEFIT COMMITTEE,

Defendants.

Case No: 2:21-cv-12468-SFC-JJCG

Hon. Sean F. Cox

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 Class Action Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

- A. Per paragraph 3.2 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 March 31, 2016 (the “beginning balance”), and on the last day of each subsequent calendar quarter of the Class Period up to and including December 31, 2023. Balances as of December 31, 2023 will be used as the last data point.

C. The Net Settlement Amount will be allocated as follows:

1. Calculate the sum of each Class Member’s account balances for each calendar quarter of the Class Period and on December 31, 2023 based on the data as of the dates above. This amount shall be that Class Member’s “Balance.”
2. Sum the Balance for all Class Members.
3. Allocate each Class Member a share of the Net Settlement Amount in proportion to the sum of that Class Member’s Balance as compared to the sum of the Balance for all Class Members (the “Total Balances”), *i.e.*, where the numerator is the Class Member’s Balance and the denominator is the sum of all Class Members’ Balances (each Class Member’s “Initial Allocation Percentage”).
4. Calculate each Class Member’s Initial Allocation Amount by multiplying the Net Settlement Amount by each Class Member’s Initial Allocation Percentage. Former Participants who are entitled to a distribution of less than \$10.00 will not receive a distribution from the Net Settlement Amount.

5. The Settlement Administrator shall identify all Former Participants whose Initial Allocation Amount is less than \$10 (the “No Payment Group”). Next, the Settlement Administrator shall repeat Step 3 above, this time excluding from the Total Balances calculation the Balances for the No Payment Group, to arrive at the Final Allocation Percentage for each remaining Class Member (*i.e.*, Final Allocation Percentage = [positive Total Balance for each Class Member not in the No Payment Group] ÷ [Total Balance for the Class minus the Total Balance for the No Payment Group]).
6. Finally, the Settlement Administrator shall multiply the Final Allocation Percentage for each Class Member not included in the No Payment Group by the Net Settlement Amount, with the product representing each such Class Member’s “Final Entitlement Amount.”

D. **Settlement Class Members with Accounts in the Plan.** For Class Members with an Active Account (an account with a positive balance) as of December 31, 2023, each Class Member’s Final Entitlement Amount will be deposited into their Plan account (unless that Plan account has been closed in the intervening period, in which case that Class Member will receive their allocation in accordance with II.F, below).

E. As promptly as reasonably possible after deposit of the Net Settlement Amount into the Plan (per Section 3.1 of the Settlement Agreement), the Settlement Administrator shall forward to the Recordkeeper the information/data needed for depositing 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 herein for making the compulsory distributions of the Final Entitlement Amount, less any mandatory tax withholdings or penalties, to each Class Member. If 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 Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the 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.