

EXHIBIT A

DASHON J. GATES and YVETTE
BRAMLEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

LIPPERT COMPONENTS, INC.,

Defendant.

WHEREAS, on _____ this Court conducted a Final Approval Hearing to, among other things, (1) determine whether to finally certify the Settlement Class¹ pursuant to Fed. R. Civ. P. 23(b)(1); (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate and in the best interests of the Settlement Class and should be approved by the Court; (3) determine whether the proposed Plan of Allocation for distributing the Settlement proceeds among Settlement Class Members should be approved by the Court; (4) consider the motion of Plaintiffs and Class Counsel for Attorneys' Fees and Costs, Administrative Expenses, and a Class Representative Service Award; and (5) to hear and rule upon other matters as appropriate in regards to the Parties' class action Settlement;

2

WHEREAS, the Court was advised at the Final Approval Hearing that the Notice in the form approved by the Court was sent to the Settlement Class pursuant to the terms of the Settlement Agreement and was posted on the Settlement Website; and

WHEREAS, Defendants have notified the Court of their compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715;

WHEREAS, the Court, having considered all matters submitted to it at the Final Approval Hearing, including all written submissions and the arguments of counsel for the Parties and counsel for any objectors;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Approval Order.

2. The Court has jurisdiction over the subject matter of this Action.

3. Pursuant to Fed. R. Civ. P. 23(b)(1), the Court hereby finally certifies, for purposes of effectuating the Settlement only, a Settlement Class consisting of all participants and beneficiaries of the Plan who incurred nicotine tobacco surcharges (as shown by Defendants' records and any other available records from Plaintiffs) in relation to the Plan from January 4, 2018 through December 31, 2023.

4. The Court appoints Dashon J. Gates and Yvette Bramley as the Class Representatives for the Settlement Class.

5. The Court appoints the following firm as Class Counsel for the Settlement Class: Walcheske & Luzi, LLC and Hassler Kondras Miller LLP.

6. The Court finds that Defendants have complied with the notice requirements of 28 U.S.C. § 1715.

7. The Notice was previously provided to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23 and due process; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement and the right to object.

8. Based on the evidence submitted by the Parties, the Court concludes that the Settlement is fair, reasonable and adequate. The Settlement is therefore approved, and the Parties are directed to consummate the Settlement Agreement in accordance with its terms and conditions.

9. The Plan of Allocation is also hereby approved as fair, reasonable and adequate.

10. The Court finds that the members of the Settlement Class are in privity with the interests of the Plan, its participants and its beneficiaries, and all private parties authorized to sue under ERISA section 502(a)(2), that such private parties are adequately represented by the Class Representatives, and all parties authorized to sue under ERISA sections 502(a)(2) are hereby bound by the Settlement and this Order.

11. The Action is hereby dismissed with prejudice in its entirety and without an award of costs, except as provided in the Settlement Agreement.

12. The Settlement Agreement is hereby approved in its entirety.

13. For purposes of this Paragraph 13 of this Order, the following definition (which are identical to the definitions in the Settlement Agreement, as modified above) shall apply:

a. “Released Claims” shall mean any and all actual or potential claims (including any Unknown Claims, as defined in Section 1.41), 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 (collectively “Claims”) against the Defendant Released Parties and Defendant’s Counsel through the date the Court enters the Final Approval Order 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, 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 Complaint; or that arise out of, relate to, are based on, or have any connection with nicotine surcharges.

As of the Effective Date, all Settlement Class Members and their successors and assignees are permanently enjoined, either directly, representatively, or in any other capacity, from prosecuting, instituting, or commencing any individual, class, or other action with respect to the Released Claims against any of the Defendant Released Parties.

14. The terms of the Settlement Agreement and of this Final Approval Order shall be forever binding on the Plaintiff, Settlement Class Members, and all of their successors and assigns, and the Settlement shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings involving the Released Claims.

15. In recognition of their work, the time and expenses incurred on behalf of the Settlement Class and the value of the results achieved on behalf of the Settlement Class, pursuant

to the terms of the Settlement Agreement, the named Plaintiff shall be entitled to receive a Class Representative Service Award and Class Counsel shall be entitled to receive their Attorneys' Fees and Expenses in the amounts set forth by the Court in its separate order addressing the Fee and Expense Application.

16. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement and any award or distribution of the Settlement Amount; and (b) the Parties and the Settlement Class Members for purposes of construing, enforcing and administering the Settlement Agreement.

SO ORDERED this ____ day of _____, 2024

The Honorable Damon R. Leichty
United States District Judge

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

DASHON J. GATES and YVETTE)	
BRAMLEY, individually and on)	
behalf of all others similarly situated,)	
)	
Plaintiffs,)	
)	Case No. 3:24-cv-00006-DRL-AZ
v.)	
)	
LIPPERT COMPONENTS, INC.,)	
)	
Defendant.)	

If you were charged a nicotine surcharge under the Lippert Components, Inc. Group Health Benefit Plan from January 4, 2018 to December 31, 2023, you may be part of a class action settlement.

PLEASE READ THIS COURT-AUTHORIZED NOTICE CAREFULLY
THIS NOTICE RELATES TO THE SETTLEMENT OF A CLASS ACTION LAWSUIT AND,
IF YOU ARE A SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT
INFORMATION ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

You are not being sued. This is not a solicitation from a lawyer.

This Notice advises you of a settlement (the “Settlement”) of a lawsuit against Lippert Components, Inc. (“Defendant”). In the lawsuit, Plaintiffs make claim related to nicotine surcharges under Lippert Components, Inc.’s health insurance plan before 2024.

You are included as a Settlement Class Member if you incurred any tobacco surcharges from January 4, 2018 to December 31, 2023. Please read this entire Notice carefully because your legal rights will be affected whether you act or not.

This Notice explains your rights and options, including the deadline for you to object if you are opposed to this Settlement. You do not need to do anything to receive your share of the Settlement proceeds.

Those entitled to a share of the Settlement proceeds will receive their Settlement proceeds by check payable directly to them.

The terms and conditions of the Settlement are set forth in the Settlement Agreement (defined in response to question 6 below). The Settlement Agreement is available at [[SETTLEMENT WEBSITE URL](#)]. Certain other documents also will be posted on the Settlement Website. You should visit that

website if you would like more information about the Settlement or the lawsuit. All papers filed in this lawsuit are also available via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and may also be reviewed in person, as allowed by the Court, during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of Indiana, 102 Federal Building, 204 S. Main St., South Bend, IN 46601.

Please read this Notice carefully. Your legal rights are affected whether you act, or don't act.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU CAN OBJECT BY [DATE]	You may write to the Court and counsel if you don't like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you objected to the Settlement.
YOU CAN ATTEND A HEARING ON [DATE]	You may ask to speak in Court about the fairness of the Settlement if you notify the Court and counsel of your intent to appear at the hearing. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.
DO NOTHING	If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled.

BASIC INFORMATION

1. Why did I get this Notice?

The Settlement Class in this case includes all current and former Lippert employees who were charged tobacco surcharges for health insurance premiums from January 4, 2018 to December 31, 2023 (the "Class Period"). You are receiving this Notice because records indicate that you were an employee during the Class Period and may have been charged one or more tobacco surcharges. Your rights will be affected by the Settlement of this lawsuit.

2. What this lawsuit is about?

A lawsuit was filed in the United States District Court for the Northern District of Indiana (the "Court") against Lippert Components, Inc. The lawsuit alleges that Defendant violated the Employee Retirement Income Security Act ("ERISA") by failing to provide a reasonable alternative standard related to tobacco and/or a required notice related to nicotine surcharges. Plaintiffs also make a claim of breach of fiduciary duty. This is just a summary of the allegations in the lawsuit. A copy of Plaintiffs' Complaint containing all of Plaintiffs' allegations is available on the Settlement Website at [SETTLEMENT WEBSITE URL].

Defendant denies all allegations in the lawsuit and contends that its tobacco surcharge, smoking assistance program, and disclosures were adequate and lawful. A tobacco surcharge for a medical premium is permissible when it can be avoided by participating in a reasonable alternate standard. Plaintiffs claim that Lippert did not provide a reasonable alternate standard and/or did not make adequate disclosures. Defendant has asserted, and would assert should the litigation continue, a number of defenses to Plaintiffs' claims, including related to applicable statutes of limitations,

administrative remedies, and the availability of reasonable alternate standards.

3. What is a class-action lawsuit?

In a class-action lawsuit, one or more people called “Class Representatives” sue on their own behalf and on behalf of other people who have similar claims. One court resolves all the issues for all class members in a single lawsuit.

4. Why is there a Settlement?

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

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

This Notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. Further information about the Settlement and the lawsuit can be found on the Settlement Website at [SETTLEMENT WEBSITE URL]. You may also inspect the pleadings and other papers (including the Settlement Agreement) that have been filed in this lawsuit at the office of the Clerk of the United States District Court for the Northern District of Indiana, which is located at 204 S. Main St., South Bend, IN 46601. You may also review documents electronically through Public Access to Court Records, which is available as www.pacer.gov.

If you have questions about this notice or the proposed Settlement, you may contact the Settlement Administrator at _____ for more information.

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

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Settlement provide?

Plaintiffs and Defendant have agreed to a settlement that involves monetary payments to Settlement Class Members. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement and Release of Claims (“Settlement Agreement”) described below.

As part of the Settlement, Defendant has agreed to make a one-time payment of \$310,000 (the “Settlement Amount”). After deduction from the Settlement Amount for any amounts that the Court approves for settlement-related expenses (including “Class Representative Service Award” to Plaintiffs, “Attorneys’ Fees and Costs” to Class Counsel, certain “Administrative Costs,” and “Taxes” and “Tax-Related Costs” (all as defined in the Settlement Agreement)), the remainder of the

Settlement Amount (known as the “Distributable Settlement Amount”) will be distributed to Settlement Class Members. Monies will be distributed in accordance with the the Settlement Agreement, which can be found on the Settlement Website at [SETTLEMENT WEBSITE URL] and also can be obtained by contacting the Settlement Administrator at . You may be eligible to receive a portion of the Distributable Settlement Amount if you are a Settlement Class Member.

7. If I am a Current Participant and entitled to a distribution, how will I receive the Settlement proceeds?

Settlement Class Members will receive any Settlement proceeds via check.

8. When will I receive my distribution?

The timing of the distribution of the Distributable Settlement Amount is conditioned on several factors, including the Court’s final approval of the Settlement and the expiration of any period to appeal the final approval. If one is filed, an appeal of the final approval order may take many months or even years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court’s Final Approval Order.

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

THE SETTLEMENT BENEFITS - WHAT YOU GIVE UP

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

In exchange for Defendant’s payment of the Settlement Amount, all Settlement Class Members will release any claims they have related to the allegations in the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims. A full description of the Released Claims and the released parties is set forth in the Settlement Agreement, which is available at [SETTLEMENT WEBSITE URL].

THE LAWYERS AND CLASS REPRESENTATIVES

10. Do I have a lawyer in this case?

Yes. In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiffs lawyers to serve as Class Counsel for the Settlement Class. The lead attorneys for the Settlement Class are as follows:

Robert P. Kondras, Jr.
Hassler Kondras Miller LLP
100 Cherry St.
Terre Haute, IN 47807
Tel: (812) 232-9691
Fax: (812) 234-2881
Email: kondras@hkmlawfirm.com

Paul M. Secunda
Walcheske & Luzi, LLC
235 N. Executive Dr., Suite 240
Brookfield, WI 53005
Tel : (414) 828-2372
Fax : (262) 565-6469
Email : psecunda@walcheskeluzi.com

You will not be charged separately for the work of these lawyers; their compensation will come from the Settlement Amount and will be determined by the Court. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

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

To date, Class Counsel have not been paid for any of their time investigating and litigating the lawsuit, or for any of the costs they have incurred throughout the time this case has been pending. Class Counsel will ask the Court to approve their compensation, which will consist of (a) reasonable attorneys' fees and (b) reimbursement of the expenses they incurred in prosecuting the case. Class Counsel intend to seek attorneys' fees equal to one-third of the Settlement Amount plus reasonable expenses. The motion and supporting papers will be filed on or before [date]. After that date you may review the motion and supporting papers at [SETTLEMENT WEBSITE URL]. Any Attorneys' Fees and Expenses approved by the Court, in addition to Administrative Costs and Taxes and Tax-Related Costs, will be paid from the Settlement Amount.

12. What Is the Class Representative receiving?

Class Counsel also will ask the Court to approve a payment, not to exceed \$3,000, for each Class Representative who participated in the case. Their activities included assisting in the factual investigation of the case by Class Counsel, producing documents, and giving overall support to the case. Any Class Representative Service Award awarded by the Court will be paid from the Settlement Amount.

OBJECTING TO THE SETTLEMENT

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

Before the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement or the requested Attorneys' Fees and Expenses and Class Representative's Service Award. To object, you must send your objection to the Court, at U.S. District Court, Northern District of Indiana, 204 S. Main St., South Bend, IN 46601, and to the Parties at the following addresses:

To Class Counsel:

Robert P. Kondras, Jr.
Hassler Kondras Miller LLP
100 Cherry St.
Terre Haute, IN 47807
Tel: (812) 232-9691
Fax: (812) 234-2881
Email: kondras@hkmlawfirm.com

To Defendant's Counsel:

Kathleen M. Anderson
Barnes & Thornburg LP
888 S. Harrison St., Suite 600
Fort Wayne, IN 46802
Tel: (260) 423-9440
Fax: (260) 424-8316
Email: Kathleen.anderson@btlaw.com

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date will not be considered. Any Settlement Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number and signature; and (3) a statement of all comments or grounds for the objection. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

14. What if I do not want to be part of the lawsuit and want to exclude myself?

The Settlement does not allow any Settlement Class Members to exclude themselves from the Settlement or decide not to be a part of the Settlement. While some class action settlements allow class members to “opt out” of a settlement, because of the nature of the claims Plaintiffs have asserted in this lawsuit, Settlement Class Members do not have any right to opt out.

THE COURT'S FAIRNESS HEARING

15. What is a Final Approval Hearing?

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this Notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on [date] to consider any objections. The Final Approval Hearing will take place at [time] at the United States District Court for the Northern District of Indiana, located at 204 S. Main St., South Bend, IN 46601. The date and location of the Final Approval Hearing is subject to change by Order of the Court. If there is such a change, it will appear on the Court's docket for this case and also be noted on the Settlement Website at [SETTLEMENT WEBSITE URL].

16. Can I attend the Final Approval Hearing?

Anyone can attend the Final Approval Hearing. Those persons or their attorneys intending to speak at the Final Approval Hearing must serve notice of their intention to appear on Class Counsel and Defendant's counsel (at the addresses set out above in Question 14) and also file it with the Court Clerk by no later than [date]. The notice must include: (1) the name, address, and telephone number of the Settlement Class Member, and (2) if applicable, the name, address, and telephone number of that Settlement Class Member's attorney. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Final

Approval Hearing, except by Order of the Court. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's attorney.

17. Where can I get more information?

For more information, you can visit the Settlement Website at [**SETTLEMENT WEBSITE URL**], where you will find the full Settlement Agreement, the Court's order granting preliminary approval, this Notice, the Rollover Form, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact the Settlement Administrator at _____ or contact Class Counsel. Do not contact the Court or Defendant to get additional information.

EXHIBIT C

DASHON J. GATES and YVETTE
BRAMLEY, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

LIPPERT COMPONENTS, INC.,

Defendant.

This matter came to before the Court on Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (the “Motion”). In connection with the Motion, the Court has considered and reviewed the following materials: (a) Plaintiffs’ Motion for Preliminary Approval, and the papers filed in connection therewith; and (b) the Class Action Settlement Agreement dated November 26, 2024 and the exhibits attached thereto (the “Settlement Agreement”). In addition, the Court has considered the arguments of counsel and the pleadings and record in this case. This Court has considered all of the foregoing materials and information and finds that there is good cause for granting the Motion.

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.
2. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1). The terms set forth in the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the

Final Approval Hearing provided for below. The Court concludes that the Settlement Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Settlement Agreement, the scheduling of the Final Approval Hearing, and the mailing of the Notice to Settlement Class Members, each as provided for in this Order. The Court further finds, on a preliminary basis, that the proposed formula set forth in the Plan of Allocation for allocating the Distributable Settlement Fund among Settlement Class Members is fair and reasonable.

Class Certification

3. Pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, the Court hereby certifies for settlement purposes only the following Settlement Class (the “Class” or the “Settlement Class”):

All participants and beneficiaries of the Plan who incurred nicotine tobacco surcharges (as shown by Defendants’ records and any other available records from Plaintiffs) in relation to the Plan from January 4, 2018 through December 31, 2023.

4. The Court finds that each element required for certification of the Class pursuant to Rule 23(a) of the Federal Rules of Civil Procedure has been met: (a) the members of the Class are so numerous that their joinder in the Action is impracticable; (b) there are questions of law and fact common to the members of the Class that predominate over any questions affecting only individual members of the Class; (c) Plaintiff’s claims are typical of the claims of the Class; and (d) Plaintiff and Class Counsel have fairly and adequately represented and protected the interests of the Class. Solely for settlement purposes, the Court further finds that the requirements of Rule 23(b)(1) have been met. Prosecution of separate actions by individual members of the Class would

create a risk of inconsistent or varying adjudications as to individual Settlement Class Member(s) that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action, and adjudications with respect to individual Settlement Class Member(s) would, as a practical matter, be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests.

5. For settlement purposes, the Court hereby finds that, pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are adequate class representatives and certifies them as Class Representative for the Class, and appoints the law firms of Walcheske & Luzi, LLC and Hassler Kondras Miller LLP, as Class Counsel. Plaintiffs and Class Counsel have fairly and adequately represented the Class in terms of both litigating the claims of the Class and entering into and implementing the Settlement, and have satisfied all the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

Class Notice

6. The Court approves the Notice of Proposed Class Action Settlement (“Notice”) in the form attached as Exhibit B to the Settlement Agreement. The Parties may make non-substantive changes to the Notice, such as filling in the applicable dates and correcting any typographical errors or addressing similar issues.

7. Defendants shall cause the Plan’s recordkeepers during the class period to provide to the Settlement Administrator with the last known electronic mailing address or last known mailing address for each Settlement Class Member. The names, electronic mail addresses, and mailing addresses provided to the Settlement Administrator pursuant to this Order shall be used solely for the purpose of providing notice of this Settlement and for no other purpose.

8. Within thirty (30) days after entry of this Order, the Settlement Administrator shall cause copies of the Notice to be sent via electronic mail (if available) or first-class U.S. mail,

postage pre-paid to each Settlement Class Member through the notice procedure described in the Settlement Agreement.

9. The Court finds that the Notice to be provided as set forth in this Order is the best means of providing notice to the Settlement Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Approval Hearing, and the requested Attorneys' Fees and Costs, Administrative Expenses, and the Class Representative Service Award, to all persons affected by or entitled to participate in the Settlement in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

10. All reasonable Administrative Costs for the Settlement Administrator, Independent Fiduciary, and Escrow Agent in connection with their duties under the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

Fairness Hearing

11. The Court will hold a Final Approval Hearing on __, 2024 [date no earlier than 120 days from date of preliminary approval] at m. in Courtroom ____ of the United States District Court for the Northern District of Indiana, 102 Federal Building, 204 S. Main St., South Bend, IN 46601, for the following purposes: (a) to determine whether the proposed Settlement is fair, reasonable, adequate and in the best interests of the Class and should be approved by the Court; (b) to determine whether a Final Approval Order substantially in the form attached as Exhibit A to the Settlement Agreement should be entered pursuant to the terms of the Settlement, dismissing with prejudice all claims asserted in the Action against Defendants with respect to Settlement Class Members; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the separate motion for payment of Attorneys' Fees and Costs, Administrative Expenses, and Class

Representative Service Award should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Class Members as set forth in Paragraph 5 of this Order.

12. The Court may adjourn the Final Approval Hearing and approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

Appearance and Objections at Final Approval Hearing

13. The Court will consider written comments and objections to the Settlement Agreement, to the Plan of Allocation, to the proposed award of Attorneys' Fees and Costs, or to the request for Class Representative Service Awards for the Plaintiffs only if such written comments or objections are filed with the Court Clerk not later than 21 days before the Final Approval Hearing and comply with the requirements of Paragraph 16 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court
Northern District of Indiana
102 Federal Building
204 S. Main St.
South Bend, IN 46601

To Class Counsel:

Robert P. Kondras, Jr.
Hassler Kondras Miller LLP
100 Cherry St.
Terre Haute, IN 47807
Tel: (812) 232-9691
Fax: (812) 234-2881
Email: kondras@hkmlawfirm.com

Paul M. Secunda
Walcheske & Luzi, LLC
235 N. Executive Dr., Suite 240

Brookfield, WI 53005
Tel : (414) 828-2372
Fax : (262) 565-6469
Email : psecunda@walcheskeluzi.com

To Defendants' Counsel:

Kathleen M. Anderson
Barnes & Thornburg LP
888 S. Harrison St., Suite 600
Fort Wayne, IN 46802
Tel: (260) 423-9440
Fax: (260) 424-8316
Email: Kathleen.anderson@btlaw.com

14. The Court will only consider written comments and objections to the Settlement that are signed by the Settlement Class Member and are timely filed with the Court Clerk and served not later than 21 days before the Final Approval Hearing and include all of the following: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, and signature; and (c) a statement of all comments or grounds for the objection. Any Settlement Class Member or other person who does not timely file and serve 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 Agreement, and any untimely objection shall be barred absent an Order from the Court. The Parties may take discovery, including written discovery and depositions, from anyone who files an objection with respect to any of the issues raised in the objection.

15. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Final Approval Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Final Approval Hearing must effect service of a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that Settlement Class Member's attorney)

on Class Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court Clerk by not later than 21 days before the Final Approval Hearing. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to appear at the Final Approval Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

Additional Issues

16. The Court approves the retention of Analytics Consulting LLC as the Settlement Administrator and Escrow Agent.

17. The contents of the Settlement Fund held by Analytics Consulting LLC as Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed pursuant to the Settlement Agreement and/or further Order(s) of the Court.

18. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiffs and all Settlement Class Members are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action asserting the Released Claims.

Termination of Settlement

19. If the Settlement is terminated or not approved, or if the Effective Date of the Settlement does not occur, this Order shall become null and void and be without prejudice to the

rights of the Plaintiff, the Settlement Class Members, and Defendants, and the settling Parties shall be deemed to have reverted to their respective positions in this Action as of January 29, 2024.

Supporting Papers

20. Plaintiffs shall file his motion for final approval of the proposed Settlement no later than fourteen (14) calendar days prior to the Final Approval Hearing, and shall file his motion for Attorneys' Fees and Expenses, and Class Representative Service Award, no later than twenty-eight (28) calendar days prior to deadline for Settlement Class Members to submit written comments or objections.

Use of Order

21. This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation involving any of the Parties or the Plan. This Order (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against Defendants of, wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Settlement Agreement; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiff or the Settlement Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; (e) shall not be construed or used as an admission, concession, declaration or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Defendants specifically deny any fault, breach, liability or wrongdoing.

Jurisdiction

22. The Court hereby retains jurisdiction for purposes of implementing the Settlement Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement Agreement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

SO ORDERED this ____ day of _____, 2024

The Honorable Damon R Leichty
United States District Judge

