

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF NEBRASKA**

If you were a participant in the Mutual of Omaha Long-Term Savings Plan or the Mutual of Omaha 401(k) Retirement Savings Plan at any time from January 25, 2012 through February 28, 2020 you may benefit from this class action settlement.

*The case is Lechner v. Mutual of Omaha Insurance Co.,
8:18-cv-00022-JFB-CRZ (D. Neb.)*

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

This notice advises you of a settlement (the “Settlement”) of a lawsuit against Mutual of Omaha Insurance Company, United of Omaha Life Insurance Company, and members of Mutual of Omaha’s Retirement Plans Investment Committee, Mutual of Omaha’s Retirement Plans Administration Committee, and United of Omaha’s Investment Management Oversight Committee (collectively referred to as “Mutual” or “Defendants”). In the lawsuit, Plaintiffs allege various claims related to the operation of the Mutual of Omaha 401(k) Long-Term Savings Plan and the Mutual of Omaha 401(k) Retirement Savings Plan (the “Plans”). In particular, Plaintiffs claim that Mutual breached its duties of prudence and loyalty by charging excessive and unreasonable compensation from the Plans in connection with the investment choices offered through Separate Account K, a group annuity contract, and receiving excessive and unreasonable compensation in connection with the management of the Guaranteed Account, which was a fixed income general account investment product available to participants in the Plans. Mutual denies all of the allegations in the lawsuit. Mutual contends that it administered the Plans prudently, lawfully, and properly, that the Plans’ investment options were and are prudent ones, and that the fees were and are reasonable and appropriate. You should 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.

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plans' records indicate that you are or were a participant (or the beneficiary or alternate payee of a current or former participant) in the Plans during the period from January 25, 2012 through February 28, 2020. As such, your rights will be affected by the Settlement of this lawsuit.

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

2. What is this Lawsuit about?

A lawsuit was filed in the United States District Court for the District of Nebraska against Mutual. The lawsuit alleges that Mutual violated ERISA with respect to the Plans. The individuals who are pursuing the lawsuit ("Plaintiffs") on behalf of the Plans and their participants claim that the Plans paid higher fees with respect to the Plan's investments and administrative services than were reasonable.

Mutual denies the allegations in the lawsuit and contends that its conduct was entirely proper. Mutual contends that it administered the Plans prudently, lawfully, and properly, that the Plans' investment options were and are prudent ones, and that the fees were and are reasonable and appropriate. Mutual has asserted, and would assert should the litigation continue, a number of defenses to Plaintiffs' claims.

3. What is a class action lawsuit?

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

4. Why is there a Settlement?

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

The Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is Gallagher Fiduciary Advisors, LLC.

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. You may 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 District of Nebraska, which is located in the Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Suite 1152. Omaha, NE 68102. You may also review documents electronically by [accessing www.MutualofOmahaERISASettlement.com](http://www.MutualofOmahaERISASettlement.com) ("the Settlement Website") or through Public Access to Court Records, which is available at www.pacer.gov.

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

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

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Settlement provide?

Plaintiffs and Mutual have agreed to a settlement that involves monetary payments to Settlement Class Members. This and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated September 18, 2020 (“Settlement Agreement”) and described briefly below.

As part of the Settlement, Mutual has agreed to make a one-time payment of \$6.7 million (the “Gross Settlement Amount”). After deduction from the Gross Settlement Amount for any amounts that the Court approves for Settlement-related expenses (including Case Contribution Awards to Plaintiffs, Attorneys’ Fees and Expenses to Class Counsel, the fee for Gallagher Fiduciary Advisors, LLC to serve as Independent Fiduciary, Administrative Expense, and Taxes and Tax-Related Costs), the remaining amount (known as the “Net Settlement Amount”) will be distributed to Class Members. Class Members are participants and beneficiaries (or their alternate payees) of the Plans from January 25, 2012 through February 28, 2020. However, to avoid disproportionate expenses in particular cases, the parties have agreed that no distribution will be made to any Class Member who (1) is no longer a participant in either of the Plans and (2) would otherwise be entitled to an amount of less than \$25 from the Net Settlement Amount. Class Members who remain participants in one of the Plans are *not* be subject to this restriction. The Plan of Allocation is attached to this notice as Appendix A.

7. If I am entitled to a distribution, how will I receive the settlement proceeds?

All Class Members who have an Active Account in one or both of the Plans, as defined in the Settlement Agreement (“Active Class Members”), and who still have an account on the date Settlement distributions are made, will receive any Settlement proceeds through a deposit into their Plan account. For those Class Members who do not have an Active Account, as defined in the Settlement Agreement (“Former Participants”), their allocation of the Net Settlement Amount will be distributed by check. Active Class Members who no longer have an Active Account on the date distributions are made will receive their allocation by check. To the extent feasible and ascertainable, Settlement proceeds allocated to Active Class Members will be invested in accordance with each Class Member’s instructions for investment of new contributions at the time the distribution is made, or, if no such instructions are in effect, to the applicable qualified default investment option. Former Participants should contact the Settlement Administrator at 1-833-537-1189 to ensure the accuracy of their current mailing address.

8. How will I benefit from the Settlement?

You may be entitled to receive a portion of the Net Settlement Amount if you participated in one or both of the Plans during the period from January 25, 2012 through February 28, 2020, or are a beneficiary or alternate payee of such a participant. Only Class Members are eligible to receive a portion of the Net Settlement Amount. (See the answer to Question 6 above.) Whether or not a person meets this definition will be based on the Plans’ records. You have received this notice because, based on the Plans’ records, you are believed to be a Class Member. The Plan of Allocation attached to this notice will determine the amount paid to each Class Member.

9. What is the Class Representative receiving from the Settlement?

The Class Representatives in this case may each seek a Case Contribution Fee not to exceed \$10,000. Additionally, the Class Representatives will be entitled to receive benefits of the Settlement because they are Class Members.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

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

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

The Court will also be certifying as a class all persons who were participants in the Plan from January 25, 2012, a date that is six years prior to the date the lawsuit was filed, through February 28, 2020, the date the parties agreed to the Settlement. The Release is set forth in full in the Settlement Agreement, which can be viewed online at www.MutualofOmahaERISASettlement.com, or requested from Class Counsel.

THE LAWYERS REPRESENTING YOU

11. 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 attorneys for the Settlement Class are as follows:

John J. Nestico
Schneider Wallace Cottrell Konecky, LLP
6000 Fairview Road
Suite 1200
Charlotte, NC 28210

Todd S. Collins
Ellen Noteware
Berger Montague PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Tel: (215)875-3038
tcollins@bm.net
enoteware@bm.net

Eric Lechtzin
Edelson Lechtzin LLP
3 Terry Drive, Suite 205
Newtown, PA 18940
Telephone: (215) 867-2399
Facsimile: (267) 685-0676
elechtzin@edelson-law.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.

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

Class Counsel will file a motion with the Court seeking approval of 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 plus reasonable expenses equal to one-third of the Gross Settlement Amount. The motion and supporting papers will be filed on or before January 4, 2021. After that date you may review the motion and supporting papers at www.MutualofOmahaERISASettlement.com. Any attorneys' fees, expenses and Case Contribution Award approved by the Court, in addition to the fee and the expenses incurred by the Settlement Administrator in sending this notice and administering the Settlement, including the costs of an Independent Fiduciary hired to evaluate the Settlement on behalf of the Plan will be paid from the Settlement Amount.

OBJECTING TO THE SETTLEMENT

13. What does it mean to object?

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

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

Prior to the Fairness Hearing, Class Members will have the opportunity to object to approval of the Settlement. Class Members can object to the Settlement and give reasons why they believe that the Court should not approve it. To object, you must send your objection to the Court, at Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Suite 1152. Omaha, NE 68102, and to the Parties at the following addresses:

To Class Counsel:

John J. Nestico
Schneider Wallace Cottrell Konecky, LLP
6000 Fairview Road
Suite 1200
Charlotte, NC 28210

To Defendants' Counsel:

Christopher J. Boran
Morgan, Lewis & Bockius LLP
77 West Wacker Drive, Fifth Floor
Chicago, IL 60601
Tel: (312) 324-1146

Objections must be filed with the Court Clerk on or before January 12, 2021. Objections filed after that date will not be considered. Any Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number and signature; (3) a statement that you are a Class Member and an explanation of the basis upon which you claim to be a Class Member; (4) all grounds for the objection, accompanied by any legal support known to you or your counsel; (5) a statement as to whether you or your counsel intends to personally appear and/or testify at the Fairness Hearing; and (6) a list of any persons you or your counsel may call to testify at the Fairness Hearing in support of your objection.

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

The Settlement does not allow Class Members to exclude themselves from the Settlement or decide not to be a part of the Settlement. While some class action settlements allow class members to “opt out” of the settlement if they want, because of the nature of the claims Plaintiffs have asserted in this lawsuit, Class Members do not have any right to opt out. Thus, if you dislike some portion of the Settlement, your only recourse is to object to the Settlement.

THE COURT’S FAIRNESS HEARING

16. What is a fairness 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 Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Fairness Hearing on February 1, 2021 to consider any objections. The Fairness Hearing will take place at 3:00 p.m. in Courtroom No. 3 at the U.S. District Court, District of Nebraska, located in the Roman L. Hruska Federal Courthouse, 111 South 18th Plaza, Suite 1152. Omaha, NE 68102. The date and location of the Fairness Hearing is subject to change by Order of the Court, which will appear on the Court’s docket for this case and at www.MutualofOmahaERISASettlement.com.

17. Can I attend the Fairness Hearing?

Yes, anyone can attend the Fairness Hearing. But the Court will only allow those who file and serve a timely written objection in accordance with this notice to speak at the Fairness Hearing either in person or through counsel retained at his or her own expense. Those persons or their attorneys intending to speak at the Fairness Hearing must serve notice of their intention to appear on Class Counsel and Defendants’ Counsel (at the addresses set out above) and file it with the Court Clerk by no later than January 12, 2021. The notice must include: (1) the name, address, and telephone number of the Class Member, and (2) if applicable, the name, address, and telephone number of that 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 Fairness 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 Class Member or that Class Member’s counsel.

The Court will consider Class Member objections in deciding whether to grant final approval. Objectors are not required to attend the Fairness Hearing, but if you intend to appear you must state your intention to do so in the manner described above. Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.

18. Where can I get more information?

You can visit the website at www.MutualofOmahaERISASettlement.com where you will find the full Settlement Agreement, the Court’s order granting preliminary approval, this notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information. **Do not contact the Court to get additional information.**

Dated: October 8, 2020

By Order of the United States District Court District
Judge Joseph F. Bataillon

APPENDIX A

6. Article 6 - Plan of Allocation

- 6.1** After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to Current Participants, Former Participants, and their Beneficiaries or Alternate Payees, in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.
- 6.2** To be eligible for a distribution from the Net Settlement Amount, a person must be (a) a Current Participant; (b) a Former Participant whose Preliminary Entitlement Amount, defined in Paragraph 6.3.3 below, is at least twenty-five dollars (\$25) (an “Eligible Former Participant”); or (c) a Beneficiary or Alternate Payee of a Current Participant or Eligible Former Participant. Current Participants (including their Beneficiaries or Alternate Payees who have an Active Account) shall receive their settlement payments as earnings credited to their Plan accounts unless, as of the date of the settlement payments, they no longer have an Active Account, as described in Paragraph 6.4. Eligible Former Participants shall receive their settlement payments in the form of checks, as described in Paragraph 6.5. Beneficiaries and Alternate Payees who do not have an Active Account will receive their settlement payments in the form of checks, as described in Paragraph 6.6.
- 6.3 Calculation of Settlement Payments.** Payments to Class Members shall be calculated by the Settlement Administrator pursuant to the Plan of Allocation as follows:
- 6.3.1 Step One:** The Settlement Administrator shall obtain from the Plans’ recordkeeper the opening Plan account balance as of January 31, 2012, and each subsequent month-end account balance, for every Class Member through February 28, 2020,
- 6.3.2 Step Two:** The Settlement Administrator shall sum each Class Member’s opening account balance as of January 31, 2012, and his or her month-end balances through February 28, 2020, to arrive at each Class Member’s “Total Balance” for the Class Period. For purposes of this “Total Balance” calculation, the Settlement Administrator will aggregate each Class Member’s balances from both Plans. Next, the Settlement Administrator shall sum the Total Balance for each Class Member who has a positive Total Balance to arrive at the “Total Balance for The Class.” The Settlement Administrator will then divide the Total Balance for each Class Member who has a positive Total Balance by the Total Balance For The Class, with the quotient representing the Preliminary Entitlement Percentage for each such Class Member (*i.e.*, Preliminary Entitled Percentage = positive Total Balance for each Class Member ÷ Total Balance For The Class).
- 6.3.3 Step Three:** The Settlement Administrator shall multiply each Class Member’s Preliminary Entitlement Percentage by the Net Settlement Amount, with the product representing the Class Member’s Preliminary Entitlement Amount (*i.e.*, Preliminary Entitlement = Preliminary Entitlement Percentage X Net Settlement Amount).
- 6.3.4 Step Four:** The Settlement Administrator shall identify all Former Participants whose Preliminary Entitlement Amount is less than \$25 (the “No Payment Group”). Next,

the Settlement shall repeat Step Two above, this time excluding the Total Balances for the No Payment Group, to arrive at the Final Entitlement Percentage for each remaining Class Member (*i.e.*, Final Entitlement 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]).

6.3.5 Step Five: Finally, the Settlement Administrator shall multiply the Final Entitlement 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."

6.3.6 For each Current Participant and Eligible Former Participant (or their Beneficiaries or Alternate Payees), the Settlement Administrator will calculate the total amount due in accordance with Paragraphs 6.3.2-6.3.5 above.

6.3.7 The Settlement Administrator shall utilize the calculations required to be performed herein for (a) instructing the Plan Fiduciary as to the amounts to be allocated to the accounts of Current Participants and calculating the total amount to deposit in the Plans to fulfill this instruction; and (b) making the required distributions to Former Participants.

6.3.8 In the event 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 to ensure that payments to Current Participants and Former Participants (or their Beneficiaries or Alternate Payees) do not exceed the Net Settlement Amount.

6.3.9 The Settlement Administrator shall complete all payment calculations for all Current Participants and Eligible Former Participants (or their Beneficiaries or Alternate Payees) as soon as reasonably practicable after the Settlement Effective Date and receipt of all data necessary to calculate the Final Entitlement Amounts.

6.4 Distributions to Current Participants. Within two (2) business days after the Settlement Administrator has completed all payment calculations, the Settlement Administrator shall provide the Plan Fiduciary with an Excel spreadsheet (the "Settlement Allocation Spreadsheet for Current Participants") containing the name, corresponding Social Security number as provided by the Plan's recordkeeper, and the amount of the settlement payment for each of the Current Participants. Thereafter, within ten (10) business days' following the delivery of such spreadsheet, unless the Plan Fiduciary has notified the Settlement Administrator in writing of its objection to the accuracy of the calculations presented in the spreadsheet, the Settlement Administrator shall effect transfers from the Qualified Settlement Fund to the Plans of the aggregate amount of all settlement payments payable to Current Participants in each Plan. The Plan Fiduciary shall direct the Plans' recordkeeper to credit the individual account 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.

6.4.1 The Final Entitlement Amount for each Current Participant will be invested in accordance with such Current Participant's investment election then on file for the investment of employer and employee contributions. If there is no investment election

on file, then such Current Participant shall be deemed to have directed such payment to be invested in the Plan's Qualified Default Investment Alternative, as defined in 29 C.F.R. § 2550.404c-5.

6.4.2 The settlement payment will be reflected in the Current Participant's Plan account as additional earnings.

6.4.3 The Plans' recordkeeper shall process all Current Participant transactions within five (5) business days of receiving the transfer from the Qualified Settlement Fund and, in accordance as specified in the Settlement Allocation Spreadsheet for Current Participants.

6.4.4 If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, he or she will be treated as a Former Participant for purposes of settlement distribution only (and, therefore, will not be subject to the \$25 minimum in Paragraph 6.2). Settlement payments that cannot be made by the Plans' recordkeeper within thirty (30) calendar days of receiving direction from the Plan's Fiduciary because the Class Member no longer has an Active Account shall be returned by the recordkeeper to the Settlement Administrator for distribution within ten (10) calendar days following the expiration of such 30-day period.

6.5 Distributions to Eligible Former Participants. For each Former Participant with a Net Settlement Amount of \$25 or more, the Settlement Administrator will issue a single check from the Qualified Settlement Fund and mail it to the address of such person as determined by the Settlement Administrator using commercially reasonable means. The Settlement Administrator shall: (a) calculate and withhold any applicable taxes from the settlement payments to Former Participants; (b) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (c) issue appropriate tax forms to the Former Participants. Class Members paid by check must cash those checks within ninety (90) days of issuance, or else the checks will be void. This 90-day limitation shall be printed on the face of checks issued pursuant to this Settlement Agreement. Amounts associated with uncashed, voided Settlement checks will be handled as described in Paragraph 6.11 below. If the Settlement Notice to any Eligible Former Participant has been returned as undeliverable, and after a subsequent search by the Settlement Administrator for a current address of such Eligible Former Participant the Settlement Administrator is unable to obtain a current address, the Settlement Administrator must notify the Plan Fiduciary that the Settlement Administrator was unable to identify an accurate mailing address for the Eligible Former Participant. Checks shall not be distributed to such Eligible Former Participants and these undistributed portions of the Net Settlement Funds will be handled as described in Paragraph 6.11.

6.6 Distributions to Beneficiaries and Alternate Payees with No Active Account. Beneficiaries (who do not have an Active Account) will receive settlement checks in the same manner described in Paragraph 6.5 and in amounts corresponding to their entitlement as beneficiaries of the Current Participant or Eligible Former Participant with respect to whom the payment is made. Alternate Payees (who do not have an Active Account) of Current Participants or Eligible Former Participants will receive settlement checks in the same manner described in Paragraph 6.5, if and to the extent they are entitled to receive a portion of a

Current Participant's or Eligible Former Participant's allocation under this Article 6 pursuant to the terms of the applicable Qualified Domestic Relations Order on file with the Plan. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth in this Article 6

- 6.7** This Plan of Allocation is based upon preliminary data regarding the Class Members who may be entitled to settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties, if they agree, will modify promptly the terms of this Plan of Allocation and present such modified terms to the Court for approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, the Settlement Administrator shall post notice of such proposed modification on the Settlement Website. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.
- 6.8** Within ten (10) calendar days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel, Defense Counsel, and Defendants one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator sent the Settlement Notice, and the address of such mailing; (b) the date(s) upon which the Settlement Administrator sent the Settlement Notice; (c) the name of each Class Member whose Settlement Notice was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice for each such Class Member; and (e) the name of each Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount and form of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.
- 6.9** The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.
- 6.10** 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. Each Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

- 6.11** No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs and taxes, shall be paid to the Plans in proportion to the total assets in each Plan, for the purpose of defraying administrative fees and expenses of the Plans that would otherwise be charged to the Plans' participants.