

## 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.