

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GREGORY GODFREY, et al.,

Plaintiffs,

v.

GREATBANC TRUST COMPANY, et al.,

Defendants.

Case No. 1:18-cv-07918

Judge Matthew F. Kennelly

Magistrate Judge Michael T. Mason

PLAINTIFFS' UNOPPOSED MOTION FOR FINAL APPROVAL OF SETTLEMENT

Pursuant to Federal Rule of Civil Procedure 23 and this Court's preliminary approval of settlement (*see* Dkt. 311), Plaintiffs respectfully request that the Court enter an order granting Plaintiffs' Unopposed Motion for Final Approval of Settlement in this matter. Plaintiffs submit the following in support of this Motion:

- (1) Plaintiffs' Memorandum of Law in Support of Unopposed Motion for Final Approval of Settlement;
- (2) Declaration of Mark G. Boyko;
- (3) Declaration of Thomas E. Clark;
- (4) Declaration of Makenna Snow of ILYM Group, Inc.;
- (5) [Proposed] Final Judgment and Order Granting Plaintiffs' Motion for Final Approval of Settlement and Motion for Attorneys' Fees, Costs, and Case Contribution Awards.

Dated: August 19, 2022

Respectfully submitted,

By: /s/ Mark G. Boyko
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Attorneys for Plaintiffs

CERTIFICATE OF SERVICE

I hereby certify that, on August 19, 2022, I caused a true and correct copy of the foregoing to be filed electronically using the Court's CM/ECF system and to be thereby served upon all registered participants identified in the Notice of Electronic Filing in this matter on this date.

/s/ Mark G. Boyko
Mark G. Boyko

**UNITED STATES DISTRICT COURT
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Case No. 1:18-cv-07918

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DECLARATION OF MARK G. BOYKO

I, Mark G. Boyko, declare as follows:

1. I make this Declaration of my own personal knowledge, and if called as a witness, I would and could testify competently to the matters stated herein.

2. I am a partner at the law firm Bailey & Glasser LLP (“Bailey Glasser”).

3. I and other attorneys at my firm have been actively involved in this lawsuit from the beginning of the investigation to the present including but not limited to investigating and preparing the complaints, meeting and conferring with defense counsel regarding discovery and case management, reviewing Defendants’ and third-party document productions, taking depositions, representing Plaintiffs at hearings and case conferences, retaining experts, submitting Plaintiffs’ partial summary judgment motions and opposing Defendants’ motions for summary judgment

4. I make this declaration in support of Plaintiffs’ Unopposed Motion for Final Approval of Settlement and Plaintiffs’ Motion for Attorneys’ Fees, Costs and Case Contribution Award. The Court appointed me, other attorneys at Bailey Glasser and Thomas E. Clark of the

Wagner Law Group counsel for a class of McBride & Son Employee Stock Ownership Plan participants on February 21, 2021. *See* Dkt. 205.¹

A. Background and Experience of Bailey Glasser Attorneys

5. Class Counsel has decades of experience with complex ERISA class action litigation of this type. The experience of the attorneys at co-counsel, the Wagner Law Group, is set forth in the Declaration of Thomas E. Clark (the “Clark Decl.”) submitted contemporaneously with my Declaration.

6. I have been working on ERISA class actions since 2007. My partner, Gregory Porter, has been working on class actions since 1998. He and I have served together as lead or co-lead counsel for plaintiffs in many important ERISA cases, including *Intel v. Sulyma*, 140 S. Ct. 768 (2020) (ongoing case regarding the prudence and diversification of certain options in a 401(k) plan), *Bekker v. Neuberger Berman Plan Inv. Comm.*, No. 16-6123 (S.D.N.Y.) (\$17 million settlement in class action concerning the prudence of one fund in a 401(k) plan), *Cryer v. Franklin Resources, Inc.*, No. 16-4265 (N.D. Cal.) (\$26.9 million settlement in class action concerning the prudence and loyalty of offering proprietary investments in a 401(k) plan), *Leber v. Citigroup 401(k) Plan Inv. Comm.*, No. 07-9329 (S.D.N.Y.) (class settlement concerning prudence and fees of certain plan investment options), *Schultz v. Edward D. Jones & Co., L.P.*, No. 16-cv-1346 (E.D.Mo) (same); *Stegemann v. Gannet Co., Inc.*, 970 F.3d 465 (4th Cir. 2020) (case challenging fiduciary decisions to continue offering legacy stock from a parent company after a spin-off).

7. The ERISA attorneys working on this matter also have extensive experience in lawsuits under ERISA challenging Employee Stock Ownership Plan (ESOP) transactions. *See Brundle v. Wilmington Trust Ret. & Int’l Servs. Co.*, 241 F. Supp. 3d 610 (E.D. Va. 2017) (\$29.7

¹ Together The Wagner Law Group and Bailey Glasser are referred to herein as “Class Counsel.”

million trial judgment); *Allen v. GreatBanc Trust Co.*, 835 F.3d 670 (7th Cir. 2016) (reversing trial court ruling on motion to dismiss in an ESOP class action; lawsuit settled for \$2.3 million); *Jessop v. Larsen*, No. 14-916 (D. Utah) (\$19.8 million settlement secured for ESOP plan participants in 2017); *Swain v. Wilmington Trust, N.A.*, No. 17-71 (D. Del.) (\$5 million settlement); *Casey v. Reliance Trust Co.*, No. 18-424 (E.D. Tex.) (\$6.25 million settlement for ESOP plan participants); *Choate v. Wilmington Trust, N.A.*, No. 17-250-RGA (D. Del.) (\$19.5 million settlement); *Blackwell v. Bankers Trust Co. of South Dakota*, No. 18-141 (S.D. Miss.) (\$5 million settlement); *Fink v. Wilmington Trust, N.A.*, No. 19-1193 (D. Del.) (\$5.5 million settlement); and *Nistra v. Reliance Trust Co.*, No. 16-4773 (N.D. Ill.)(\$13.36 million settlement). In *Brundle*, Mr. Porter led a team of lawyers in an ERISA case that resulted in a \$30 million judgment for a class of ESOP plan participants. *Brundle*, 241 F. Supp. 3d 610. Defendants vigorously appealed the judgment, but the Fourth Circuit affirmed the \$30 million judgment in all respects. *See Brundle v. Wilmington Trust, N.A.*, 919 F.3d 763 (4th Cir. 2019). Mr. Porter argued the appeal for Plaintiffs-Appellees before the Fourth Circuit.

8. Earlier this year, Mr. Porter was recognized by Chambers and Partners as being in the top band, “Band 1” for ERISA Litigation: Mainly Plaintiffs. Including Mr. Porter, only six attorneys achieved that distinction, the highest available. Chambers rankings are based on factors including technical legal ability, professional conduct, client service, diligence and commitment.

9. Ryan T. Jenny is a partner at Bailey Glasser who joined the firm in 2015 after more than fifteen years representing ERISA defendants while at large corporate firms in the District of Columbia and New York. Mr. Jenny represented defendants in many fiduciary duty actions involving employee benefit plan investment in employer stock, such as *Brundle v. Wilmington Trust Ret. & Int’l Servs. Co.*; *Swain v. Wilmington Trust, N.A.*; *Casey v. Reliance Trust Co.*; and

Choate v. Wilmington Trust, N.A.; *Crowley v. Corning, Inc.*, No. 02-6172 (W.D.N.Y.); *Holtzschler v. Dynege, Inc.*, No. 05-3293 (S.D. Tex.); *Crocker v. KV Pharm. Co.*, No. 09-198 (E.D. Mo.); *In re BP p.l.c. ERISA Litig.*, MDL No. 10-2185 (S.D. Tex.); and *Knight v. Lavine*, 12-611 (E.D. Va.), as well as in actions involving various other ERISA fee, funding and fiduciary issues, such as *Alexander-Jones v. Wal-Mart Stores, Inc.*, No. 10-3005 (N.D. Cal.); *In re Honda of Am. Mfg.*, No. 08-1059 (S.D. Ohio); and *Sara Lee Corp. v. American Bakers Ass'n Ret. Plan*, No. 10-819 (D.D.C.). Mr. Jenny is a member of the firm's ERISA team and works on all of our ESOP cases.

10. Patrick Muench is a partner with Bailey Glasser LLP who has specialized in complex litigation since 2009. Mr. Muench has served as counsel on ERISA cases involving breach of fiduciary claims, including *Brundle v. Wilmington Trust Ret. & Int'l Servs. Co.*; *Swain v. Wilmington Trust, N.A.*; *Casey v. Reliance Trust Co.*; and *Choate v. Wilmington Trust, N.A.* Mr. Muench is a member of the firm's ERISA team and works on all of our ESOP cases.

11. Bailey Glasser currently represents plaintiffs in several other ESOP lawsuits. Additional background on the qualifications of Class Counsel were submitted as part of the previously filed Motion for Class Certification.

B. Work Performed by Class Counsel

12. This was an extremely hard-fought litigation in which Class Counsel devoted a tremendous amount of time and effort to this case. Among other things we:

- a. conducted an in-depth investigation of multiple transactions involving the McBride & Son Employee Stock Ownership Plan;
- b. drafted three separate complaints, including reviewing and analyzing a volume of discovery to research and draft the operative complaint, a 607 paragraph, 152 page, 16 count amended complaint alleging that Defendants violated ERISA in connection with three transactions: (1) a Recapitalization

in late 2013 of MS Companies, Inc. to a limited liability corporation (the “2013 Recapitalization”); (2) the payment of excessive compensation to executives, including the distribution of Class B and Class C Units of MS Companies, LLC from 2013–2017, thereby diluting the value of the Plan (the “Compensation Decisions”); and (3) the purchase of all the shares of MS Capital stock held by the Plan at a below fair market price of \$187 for a total of consideration of \$16,493,664, which consisted of 80,094.3643 shares for \$14,977,646 in cash and 8,107.0476 shares worth \$1,516,018 transferred to MS Capital in payment of an outstanding loan from the company to the ESOP (the “2017 Transaction”). (*see* Dkt. 127, the “SAC”);

- c. responded to three separate motions to dismiss (*see* Dkts. 23, 48, 111) and defeated two separate motions to dismiss the SAC in substantial part; (*see* Dkt. 154, the “MTD Order”);
- d. drafted comprehensive discovery requests to Defendants and third parties;
- e. reviewed and analyzed approximately 100,000 pages of discovery produced by the Parties and various third parties;
- f. drafted a dozen letter communications to Defendants to obtain relevant and proportional discovery to the SAC;
- g. conferred with Defendants and third parties to obtain relevant and proportional discovery to the SAC;
- h. drafted several motions to compel discovery that were successful in substantial part;

- i. took the depositions of four current or former McBride executives, one non-executive McBride employee, one GreatBanc executive, McBride's investment banker, and GreatBanc's financial advisor;
- j. defended Plaintiffs Sheldon, Godfrey, and Kopinski's depositions;
- k. successfully moved for class certification and responded to Defendants' arguments opposing certification (*see* Dkt. 205);
- l. researched expert testimony supporting their allegations and retaining four separate sophisticated experts;
- m. deposed Defendants' four expert witnesses
- n. moved to exclude Defendants' expert testimony seeking to introduce evidence prior to 2013 and on topics not included in Defendants' initial disclosures and obtaining limited additional discovery in response to this motion (*see* Dkt. 248);
- o. opposed Defendants' motion to exclude the testimony of Plaintiffs' expert Daniel Van Vleet. (*see* Dkt 280);
- p. prepared two motions for partial summary judgment and responded to Defendants' oppositions to those motions (*see* Dkts. 265 and 266);
- q. opposed Defendants motions for summary judgment (*see* Dkt. 273);
- r. prepared a lengthy mediation statement and reply to Defendants' mediation statement in advance of the parties' first mediation on July 28, 2021;
- s. engaged in two full-day mediation sessions before Robert A. Meyer of JAMS on July 28, 2021 and April 18, 2022;

- t. negotiated with Defendants the terms of Settlement and drafted the papers associated with Plaintiffs' unopposed motion and incorporated memorandum of law for preliminary approval of settlement (*see* Dkt. 308 and 310);
- u. drafted class notice and revised form of the class notice, incorporating the Court's commentary on the record on May 24, 2022 (*see* Dkts. 311 and 312);
- v. invited bids for settlement administrator and retained ILYM Group, Inc. ("ILYM") following review of ILYM's extensive experience handling class action settlements, including ERISA settlements;
- w. worked with ILYM to create a settlement website for Class Members who wished to obtain additional information about the Settlement; and
- x. prepared the present motions and supporting papers.

13. Since this case was initiated, this litigation has been vigorously litigated. Plaintiffs successfully defended their pleadings, defeating in substantial part Defendants' Motions to Dismiss the SAC. *See* Dkt. 154. The Parties engaged in robust discovery. They propounded and responded to several written discovery requests including, 73 document requests and nine interrogatories Plaintiffs directed to Defendant GreatBanc, 84 document requests and nine interrogatories Plaintiffs directed to McBride and 38 document requests and 21 interrogatories Defendants directed to Plaintiffs. Plaintiffs supplemented their document requests and interrogatories during the course of discovery and following the Court's order on Defendants' motion to dismiss the SAC. The Parties' counsel received and reviewed approximately 100,000 pages of discovery produced by the Parties and various third Parties. Class Counsel retained and

consulted with four experts, who prepared detailed reports and analyses on valuation, due diligence, and compensation. Defendants' counsel likewise retained and consulted with five experts, who prepared reports on similar topics. Each side deposed all the experts on the other side. The Parties also took fourteen fact depositions of eleven different witnesses. Plaintiffs took the depositions of four current or former McBride executives, one non-executive McBride employee, one GreatBanc executive, McBride's investment banker, and GreatBanc's financial advisor. All of these depositions were attended by Defendants' counsel, who also examined some of those witnesses. Defendants took the deposition of the three named Plaintiffs.

14. In the spring of 2021, the parties engaged in extensive arm's-length negotiations with Defendants with the assistance of a highly experienced and well-respected neutral mediator, Robert E. Meyer, JAMS. The Parties each drafted and submitted comprehensive mediation statements to Mr. Meyer that were shared with all mediation attendees and focused all sides on the key issues. Counsel for the Parties (as defined in the Settlement Agreement) attended a one-day in person and partly virtual mediation at the JAMS offices in New York on July 28, 2021. The attendees vigorously engaged in the mediation process, during which the Parties' counsel each gave presentations to Mr. Meyer. Despite much deliberation, discussion, and compromise, the Parties were not able to reach a resolution at that time. Consequently, after summary judgment briefing was submitted by all side, the Parties engaged in another all-day virtual mediation on April 7, 2022 with the same mediator. No global settlement was reached that time, but the parties remained committed to vigorous negotiations with the continued help of Mr. Meyer over the following weeks. These negotiations were unsuccessful until April 18, 2022, when the Parties did reach an agreement. The parties informed the Court on the same day.

15. The case settled after the case was sufficiently advanced *e.g.* after the completion of fact and expert discovery, motion practice to exclude fact and expert discovery and the submission of the parties summary judgment papers and opposition to those papers.

C. Class Counsel's One Third Contingency Fee Agreements With the Named Plaintiffs is Market Rate

16. The named Plaintiffs, Gregory Godfrey, Jeffrey Sheldon, and Debra Kopinski entered into engagement agreements with Class Counsel in which Plaintiffs agreed to a one-third contingency fee, and to reimbursement of expenses in the event that the action was successfully resolved. A contingency fee of one third is the typical market rate to provide ERISA class action representation. Clients of Bailey Glasser's in other ERISA class action cases sign similar engagement agreements in which they agree for Bailey Glasser attorneys to advance the costs of the litigation and receive one third of any monetary recovery and/or judgments.

17. In my experience, the market for experienced and competent lawyers willing to pursue complex ERISA class action litigation is a national one and the rate of one-third of total monetary recovery, plus expenses, is the market rate that Courts have to be reasonable in many other complex ERISA breach of fiduciary duty actions in the Seventh Circuit as set forth below:

- a. *Allegretti v. Walgreen Co.*, No. 19-5392, 2022 WL 484216, at *2 (N.D. Ill. Jan. 4, 2022) (approving 1/3 of \$13.75 million monetary recovery plus expenses);
- b. *Bell v. Pension Comm. of ATH Holding Co., LLC*, No. 15-2062, 2019 WL 4193376, at *3 (S.D. Ind. Sept. 4, 2019) (approving 1/3 of \$23.65 million monetary recovery plus expenses);
- c. *Spano v. Boeing Co.*, No. 06-743, 2016 WL 3791123 at *3-4 (S.D. Ill. Mar. 31, 2016) (approving 1/3 of \$57 million monetary recovery plus expenses);

- d. *Abbott v. Lockheed Martin Corp.*, No. 06-701, 2015 WL 4398475, at *3–4 (S.D. Ill. July 17, 2015) (approving 1/3 of \$60 million monetary recovery plus expenses);
- e. *Beesley v. Int'l Paper Co.*, No. 06-703, 2014 WL 375432, at *2 (S.D. Ill. Jan. 31, 2014) (approving 1/3 of \$30 million monetary recovery plus expenses);
- f. *Nolte v. Cigna Corp.*, No. 07-2046, 2013 WL 12242015, at *4 (C.D. Ill. Oct. 15, 2013) (approving 1/3 of \$35 million monetary recovery plus expenses);
- g. *George v. Kraft Foods Global*, No. 07-1713, 2012 WL 13089487, at *4 (N.D. Ill. June 26, 2012) (approving 1/3 of \$9.5 million monetary recovery plus expenses);
- h. *Will v. General Dynamics Corp.* No. 06–698, 2010 WL 4818174, at *3 (S.D. Ill. Nov. 22, 2010) (approving 1/3 of \$15 million monetary recovery, and finding “the market rate for complex plaintiffs’ attorney work in this [ERISA] case and similar cases is a contingency fee” and agreeing “a one-third fee is consistent with the market rate”); and
- i. *Martin v. Caterpillar Inc.*, No. 07-1009, 2010 WL 11614985, at *6 (C.D. Ill. Sept. 10, 2010) (approving 1/3 of \$16.5 million monetary recovery plus expenses).

18. Class Counsel’s depth of experience with ESOP and ERISA claims and class action litigation allowed counsel to pursue the case and negotiate a settlement that capitalized on the claims’ strengths while taking into account the risks of continued litigation.

19. Class Counsel has always been confident in their chances of success in this matter. However, based upon my 15 years of experience in litigating ERISA breach of fiduciary and prohibited transaction matters, ERISA breach of fiduciary class actions involve tremendous risk, require finding and obtaining opinions from expensive, unconflicted, consulting and testifying experts in finance, investment management, fiduciary practices, and related fields, and are extremely hard fought and well defended. And in the context of ERISA breach of fiduciary actions, this case was uniquely complex and involved novel and untested allegations associated with three separate complex ESOP transactions.

20. Only a small number of plaintiffs' firms have the necessary expertise and are willing to take the risk and devote the resources to litigate complex ERISA fiduciary breach cases. Within this small market of firms, in my experience there is even a smaller amount of law firms that would have the expertise and resources to bring a case such as this one, given the novel and complex allegations and the resources necessary to litigate the case. Bailey Glasser makes long term and expensive commitments to cases such as this one in order to ensure its clients receive a full recovery for their claims. Indeed, in light of the complexity and scope of this action, Class Counsel had to forego other cases once they had agreed to represent the Named Plaintiffs and Class in this Action.

21. As discussed above and in the Clark Decl. because of these stakes and the complexity of the allegations of wrongdoing, Class Counsel dedicated substantial resources to this litigation, including thousands of hours of attorney time and the retention of four sophisticated experts. It is my opinion that Class Counsel's zealous dedication and the resources it applied to this matter was assessed by Defendants in deciding to settle this matter prior to the Court's summary judgment order, trial, and/or potential appeals.

22. As further described in Plaintiffs' Motion for Attorney Fees, Costs, and a Case Contribution Award, I believe these facts are supportive of Plaintiffs' fee request for one-third of the total \$16.5 million recovery in this action in conformity with Seventh Circuit case law.

D. Summary of Time and Expenses of Bailey Glasser Attorneys

23. Attorneys and paralegals at Bailey Glasser have collectively expended 4,989 hours litigating this case since its inception. When combined with Class Counsel from the Wagner Law Group, Plaintiffs' counsel have expended 9,073.85 hours litigating this case. The total requested fee of \$5.5 million represents 33.33% percent of the Gross Settlement Fund. The total lodestar as of this date for Bailey & Glasser is \$2,890,951 and together with the Wagner Law Group, Class Counsel's lodestar is \$5,910,025.50.² Thus, the fee request is below 1.0 — meaning that it is less than the reasonable hourly rate with no multiplier for the risks and uncertainties in contingent-fee litigation such as this.

24. The below summary of time and expenses was taken from computer-based timekeeping programs, in which Bailey Glasser., maintained their fees and expense records.

25. Bailey Glasser's fee summaries demonstrate the amount of time spent on this litigation and how Plaintiff's counsel's lodestar was calculated.³ Given the market where Class Counsel litigated the case, and the skills and experience required to litigate, Bailey Glasser is using the following rates in determining the lodestar:

Name	Position	Hours	Hourly Rate	Lodestar
Brian Glasser	Partner	65.8	\$975	\$64,155
Greg Porter	Partner	601.1	\$900	\$540,990
Patrick Muench	Partner	455.3	\$650	\$295,945

² Class Counsel also anticipates contributing additional time and effort to this case, including continuing to oversee settlement administration.

³ Time spent by legal assistants and law clerks were not billed.

Ryan Jenny	Partner	336.8	\$750	\$252,600
Mark Boyko	Partner	1,730.1	\$650	\$1,124,565
Alex Serber	Associate	726.5	\$425	\$308,762.50
Laura Babiak	Associate	148.5	\$370	\$54,945
Melissa K. Clay	Paralegal	115.1	\$265	\$30,501.50
Melissa Chapman	Paralegal	394.3	\$275	\$108,432.50
Violet Ramos	Paralegal	380.3	\$265	\$100,779.50
Patricia Wilson	Paralegal	25.0	\$265	\$8,875
Sue Polston	Paralegal	10.0	\$265	\$2,650
Total		4,989		\$2,890,951

26. In setting these rates, Bailey Glass is cognizant of the rates approved in other ERISA class actions cases. Below is an excerpt from a Valeo Group Report showing the 2021 market rates for class action litigation to be significantly higher than Bailey Glasser's rates and that the market rates for such work increases on a yearly basis.

Class Action

Overall	2016	2017	%	2018	%	2019	%	2020	%	2021	%
	Rate	Rate		Rate		Rate		Rate		Rate	
AMLAW (1-10)											
Senior Partner	\$901	\$945	5%	\$982	4%	\$1,015	3%	\$1,075	6%	\$1,134	5%
Partner	\$789	\$827	5%	\$869	5%	\$918	6%	\$966	5%	\$1,017	5%
Counsel	\$685	\$722	6%	\$755	5%	\$795	5%	\$837	5%	\$879	5%
Senior Associate	\$551	\$577	5%	\$606	5%	\$638	5%	\$674	6%	\$710	5%
Associate	\$446	\$468	5%	\$490	5%	\$515	5%	\$540	5%	\$568	5%
Support Staff	\$379	\$400	5%	\$422	6%	\$443	5%	\$465	5%	\$489	5%
Overall	\$625	\$656	5%	\$687	5%	\$721	5%	\$759	5%	\$799	5%

27. As noted above, Class Counsel expect to contribute additional time and resources relating to Plaintiffs' forthcoming motion for final approval, the Fairness Hearing, and subsequent Settlement administration and oversight. Based on my experience supporting and supervising similar settlements, I expect that Class Counsel will expend an additional 30 to 80 hours of professional time after the date of this Declaration.

28. All of the work of Class Counsel has been undertaken on a contingent basis. To date, Class Counsel have not been compensated for any of this work.

29. Because of our experience litigating similar ERISA cases, Class Counsel was able to efficiently and effectively litigate this action. In my professional opinion, and based on my personal knowledge of the work that was performed and the requirements of this case and similar cases, all of the time expended on this action by Class Counsel was reasonable and necessary.

30. While a lodestar cross check is not necessary under Seventh Circuit jurisprudence (*see Williams v. Rohm & Haas Pension Plan*, 658 F.3d 629, 636 (7th Cir. 2011)) (“consideration of a lodestar cross check is not an issue of required methodology”), a lodestar multiplier below 1.0 is reasonable — indeed, below reasonable — for litigation of this type.

E. Expenses

31. Bailey Glasser has incurred \$ 516,557.07 in litigation expenses, the bulk of those expenses were fees for Plaintiffs’ experts. When combined with expenses incurred by The Wagner Law Group, the total expenses incurred was \$954,069.47. All of the expenses were necessary and appropriate for the prosecution of this action, and all are of the type that are customarily incurred in litigation and routinely charged to clients billed by the hour. Here, Class Counsel retained four experts: Daniel Van Vleet, a valuation expert, Charles Goldman a due diligence expert, Mark Johnson, a retirement plan due diligence expert, and Stephen Kirkland, a compensation expert. In Class Counsel’s experience, up to four experts are necessary to prosecute a complex ESOP lawsuit. The expert expenses in this case ran all the way through summary judgment where three expert opinions were offered in support of Plaintiffs’ partial motion for summary judgment and in opposition to Defendants’ motions for summary judgment — which were also supported by expert testimony.

32. The next largest categories of expenses were for maintaining the document database, deposition and trial transcripts and travel expenses. Travel expenses were necessary as many witnesses resided outside this district and some of the attorneys working on the case traveled to Chicago for hearings.

33. In total, expenses by Class Counsel fell into the following categories:

Item	Total Cost
Copying/Printing	\$1,301.20
Mediators	\$13,433.33
Court fees	\$1,694.50
Document Database	\$80,768.82
Experts/Consultants	\$763,796.04
Research	\$6,259.59
Outside Delivery Servs	\$4,142.51
Dep and Trial Transcripts	\$60,246.98
Travel	\$22,426.50
Total	\$954,069.47

F. The Named Plaintiffs' Should Receive Contribution Awards

34. The Named Plaintiffs took steps to protect the interests of the Class and spent time pursuing the claims underlying this matter. The Named Plaintiffs' decision to pursue this case as a class action, and not simply seek individual damages, directly benefited the Class. The Named Plaintiffs provided documents related to his involvement in the ESOP, each prepared for and sat for a deposition, and maintained frequent contact with Class Counsel throughout the litigation and settlement process. Accordingly, Class Counsel requests that the Court approve the requested case contribution awards of \$25,000 for the three Named Plaintiffs.

G. No Objections Have Been Submitted

35. The Settlement Notice that was approved by the Court disclosed the terms of the Settlement and also contained a "Statement of Attorneys' Fees, Expenses, and Service Awards for

Named Plaintiffs. Dkt. 312-1 at 8–9. To date, none of the class members have objected to the Settlement terms or the proposed fees, expenses, or case contribution awards.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Executed at St. Louis, Missouri this 19th day of August 2022.

/s/ Mark G. Boyko _____

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Defendants.

Case No. 1:18-cv-07918

Judge Matthew F. Kennelly

Magistrate Judge Michael T. Mason

DECLARATION OF THOMAS E. CLARK

I, Thomas E. Clark, declare as follows:

1. I make this Declaration of my own personal knowledge, and if called as a witness, I would and could testify competently to the matters stated herein.

2. I make this declaration in support of Plaintiff's Unopposed Motion for Final Approval of Settlement and Plaintiff's Motion for Attorneys' Fees, Costs and Case Contribution Award.

3. I have been actively involved in this lawsuit from the beginning of the investigation to the present including but not limited to investigating and preparing the Complaint, meeting and conferring with defense counsel regarding discovery and case management, reviewing Defendant's and third-party document productions, taking depositions, representing Plaintiffs at hearings and case conferences, retaining experts, submitting Plaintiffs' partial summary judgment motions and opposing Defendants' motions for summary judgment. The Court appointed me and

attorneys at the law firm Bailey Glasser as counsel for the class of McBride & Son Employee Stock Ownership Plan participants on February 21, 2021. *See* Dkt. 205.

A. Background and Experience of Attorneys at The Wagner Law Group

4. I am a partner and Chief Operating Officer of The Wagner Law Group, P.C., (“WLG”). WLG is a nationally recognized law firm in the areas of ERISA & Employee Benefits, which includes the distinct areas of Fiduciary Compliance, Retirement Plans, ERISA Litigation, ESOPs, Executive Compensation & Nonqualified Plans, Welfare Benefit Plans, Retiree Medical Trusts™ and PBGC, as well as Employment, Labor & Human Resources, Investment Management, and Independent Fiduciary Services (among other things).

5. WLG has a Tier 1 ranking from *U.S. News & World Report* in the areas of ERISA and employee benefits law for 2022. The firm has offices in Boston, Lincoln (Massachusetts), Washington D.C., New York, Chicago, Boynton Beach, Tampa, St. Louis, San Francisco, Los Angeles, and San Diego. WLG provides legal advice to its clients concerning employee benefit matters to large, small and nonprofit corporations as well as individuals and government entities worldwide including decades of legal advice to plan sponsors and trustees involving ESOPs. WLG’s attorneys include those who are AV-rated by Martindale-Hubbell, Fellows of the American College of Employee Benefits Counsel, an invitation-only organization of nationally recognized employee benefits lawyers as well as those who have been named to the prestigious *Super Lawyers* lists which highlight outstanding lawyers based on a rigorous selection process and recognized as *Best Lawyers*® in the United States for 2022.

6. I have specialized knowledge in employee benefits litigation since 2007. Notably, I was part of the litigation team that successfully petitioned the United States Supreme Court in the first and only ERISA 401(k) excessive fee case taken by the Supreme Court in *Tibble v. Edison International*. In a 9-0 unanimous decision, the Supreme Court vacated the Ninth Circuit’s

affirmance of the summary judgment order and held that an ERISA fiduciary has a continuing duty to monitor plan investments and remove imprudent ones regardless of when they were added. *Tibble v. Edison Int'l*, 575 U.S. 523 (2015). This was a seminal decision in ERISA and employee benefits litigation that later resulted (after my departure) in a judgment of \$13.4 million in plan losses and investment opportunity for the class. *Tibble*, No. 07-5359, Dkts. 570, 572 (C.D. Cal. Aug. 16, 2017). I have represented classes of ERISA plan participants in several ERISA breach of fiduciary duty class actions in the Seventh Circuit in which large settlements were approved on behalf of classes of ERISA plan participants. See *George v. Kraft Foods Global Inc. et al*, No. 08-3799 (N.D. Ill.)(9.5 million monetary recovery); *Abbott v. Lockheed Martin Corp. et al*, No. 06-0701–MJR. (S.D. Ill.)(60 million monetary recovery); *Martin v. Caterpillar Inc., et al*. No. 07-1009 (C.D. Ill.)(16.5 million monetary recovery); *Beesley v. Int'l Paper Co.*, No. 06-703 (S.D. Ill.)(30 million monetary recovery); *Nolte v. Cigna Corp.*, No. 07-2046 (C.D. Ill.)(35 million monetary recovery). I have done so as well in courts outside the Seventh Circuit. See e.g., *Krueger v. Ameriprise Financial Inc. et al*, No. 11-2781 (D. Minn.)(27.5 million monetary recovery for class); *In re Northrup Grumman Corp. ERISA Litigation*, No. 06-6213 (C.D. Cal.)(12.375 million monetary recovery).

7. I am regularly and extensively quoted as an ERISA and employee benefits expert by news outlets such as *Reuters*, the *Associated Press*, *Bloomberg*, and *Forbes*. I have been recognized by *U.S. News & World Report's* Best Lawyers® in the area of Employee Benefits (ERISA) Law since the 2021 edition. Since 2013, I have taught the course ERISA Fiduciary Law as an adjunct professor at The Washington University in St. Louis School of Law. I am currently scheduled to teach a course as an adjunct this fall at Boston University Law School entitled ERISA

Regulation of Retirement Plans. I regularly speak on ERISA litigation breach of fiduciary duty claims at national ERISA seminars and industry conferences.

8. I have identified in paragraph 15 other WLG attorneys who have worked on this case under my direction. Among these attorneys, Jordan D. Mamorsky has litigated this matter with me as counsel of record for Plaintiffs. Mr. Mamorsky is of-counsel at WLG and has substantial experience as counsel on ERISA cases involving complicated ERISA fiduciary duty issues. Specifically, Mr. Mamorsky has represented proposed classes and classes of ERISA plan participants in several ERISA breach of fiduciary duty actions in the First, Second, and Eleventh Circuits, including *Cervantes v. Invesco Holding Company (US), Inc. et al*, 18-2551 (N.D. Ga.)(settling for \$3.5 million before discovery occurred); *Beach et al. v. JPMorgan Chase Bank et al*, 17-563 (S.D.N.Y.)(settling for \$ 9 million following submission of summary judgment papers); *In Re GE ERISA Litigation*; 17-12123 (D. Mass). During the course of his career, Mr. Mamorsky has also prosecuted well-publicized complex securities fraud cases on behalf of institutional investors. Mr. Mamorsky, for example, was on the team of litigators who secured a \$275 million settlement with Bear Stearns Companies, plus a \$19.9 million settlement with Deloitte & Touche LLP, Bear Stearns' outside auditor in *In re Bear Stearns Cos. Inc. Securities Litigation*, 08-MDL-1963 (S.D.N.Y) on behalf of lead plaintiff, The State of Michigan Retirement Systems and a class of investors and on the team of litigators who obtained a \$34.5 million recovery in *Patel v. L-3 Communications Holdings, Inc.*, No. 14-6038 (S.D.N.Y.) on behalf of lead plaintiffs City of Pontiac General Employees' Retirement System, Local 1205 Pension Plan and City of Taylor Police and Fire Retirement System and a class of investors. Mr. Mamorsky is a member of WLG's ERISA litigation team and works on the majority of our ERISA litigation cases. Mr. Mamorsky has served as a regular columnist for *Thomson Reuters' Journal of Compensation*

and Benefits, was a contributing author of the Pension Claims and ERISA chapter of Norton Bankruptcy Law and Practice; has written for publications including *Bloomberg Law*, *Lexis Nexis Practice Advisor* and *Morningstar Advisor*; and has been quoted in publications such as *Law 360*, *Pensions & Investments* and *FundFire*.

B. The Allegations in This Case Were Complex and Unique

9. Plaintiffs alleged in a 607 paragraph 152 page amended complaint (see Dkt. 127, the “SAC”) in this matter that Defendants violated ERISA in connection with three transactions: (1) a Recapitalization in late 2013 of MS Companies, Inc. to a limited liability corporation (the “2013 Recapitalization”); (2) the payment of excessive compensation to executives, including the distribution of Class B and Class C Units of MS Companies, LLC from 2013–2017, thereby diluting the value of the Plan (the “Compensation Decisions”); and (3) the purchase of all the shares of MS Capital stock held by the Plan at a below fair market price of \$187 for a total of consideration of \$16,493,664, which consisted of 80,094.3643 shares for \$14,977,646 in cash and 8,107.0476 shares worth \$1,516,018 transferred to MS Capital in payment of an outstanding loan from the company to the ESOP (the “2017 Transaction”).

10. The Class Representatives, Gregory Godfrey, Jeffrey Sheldon, and Debra Kopinski could not afford to pursue litigation against the well-funded Defendants in this action on any basis other than a contingent fee. Accordingly, the contingency fee agreements entered into between my firm and Mr. Godfrey, Mr. Sheldon, and Ms. Kopinski provide for Class Counsel to advance costs of the litigation and receive attorney fees of one-third of any recovery plus expenses.

11. Based upon my 15 years of experience in litigating ERISA breach of fiduciary and prohibited transaction matters, ERISA breach of fiduciary class actions involve tremendous risk, require finding and obtaining opinions from expensive, unconflicted, consulting and testifying experts in finance, investment management, fiduciary practices, and related fields, and are

extremely hard fought and well defended. And in the context of ERISA breach of fiduciary actions this case was uniquely complex and involved novel and untested allegations associated with three separate complex ESOP transactions. I understand that ERISA litigation involves a national market, because the number of plaintiff's firms who have the necessary expertise and are willing to take the risk and devote the resources to litigate complex ERISA fiduciary breach claims is small. Within this small market of firms, in my experience there is even a smaller amount of law firms that would have the expertise and resources to bring a case such as this one, given the complexity and resources necessary to do so.

12. Plaintiffs' counsel has always been confident in their chances of success in this matter. Nevertheless, this was an enormously high stakes litigation considering Plaintiffs prosecuted this case on a contingency basis, Plaintiffs' counsel dedicating tremendous resources to this case, Defendants would likely appeal any negative decision and/or judgment and Plaintiffs ran the risk of non-payment. As further described in Plaintiffs' Motion for Attorney Fees, Costs, and a Case Contribution Award, I believe this level of stakes and risk is supportive of Plaintiffs' fee request for one-third of the total \$16.5 million recovery in this action in conformity with Seventh Circuit case law.

13. As discussed below and in the declaration of Mark G. Boyko ("Boyko Decl.") submitted to the Court contemporaneously, because of this level of risk and the complexity of the allegations of wrongdoing, Class Counsel dedicated substantial resources to this litigation, including thousands of hours of attorney time and the retention of sophisticated experts.

C. Summary of Time and Expenses of WLG Attorneys

14. The below summary of WLG time and expenses ("WLG Lodestar") was taken from a computer-based contemporaneous timekeeping program WLG maintains, as part of its internal

administration and recordkeeping procedures in which. WLG attorneys enter their time on a daily basis with the time tracked in no greater than six-minute intervals.

15. The total lodestar of Class Counsel is set forth in the Boyko Decl. The WLG Lodestar is summarized below. WLG's fee summaries show the time spend on specific categories of work necessary to prosecute this litigation. Given the market where Class Counsel litigated the case and the skills and experience required to litigate, WLG is using the following rates in determining the WLG Lodestar.

Total WLG Lodestar Through 7/31/2022

Name	Title	Years of Experience	Hours	Rate	Lodestar
Thomas E. Clark	Partner	14	2509.3	\$725	\$1,819,242.50
Roberta Watson	Partner	44	18.8	\$850	\$15,980.00
Jon Schultze	Partner	18	13.8	\$850	\$11,730.00
Dan Brandenburg	Partner	49	9.2	\$850	\$7,820.00
Dannae Delano	Partner	22	7.0	\$725	\$5,075.00
David Gabor	Partner	36	5.7	\$625	\$3,562.50
Jordan D. Mamorsky	Of Counsel	12	1543.1	\$695	\$1,072,454.50
Barry Salkin	Of Counsel	47	13.7	\$850	\$11,645.00
Katherine Brustowicz	Associate	5	24.8	\$495	\$12,276.00
Totals			4,145.4		\$2,959,785.50

D. WLG's Hourly Rates Are Reasonable

16. WLG's hourly rates are reasonable and appropriate for a sophisticated lawsuit of this kind. ERISA class actions are a national practice operating exclusively in federal courts throughout the country. In setting these rates, our firm is cognizant of the rates approved in other ERISA class action cases (as set forth in our accompanying Memorandum of Law), as well as the rates charged by the defense bar in this field. Included in paragraph 26 to the Boyko Decl. are

excerpts of a report (the “Valeo Report”) showing comparable 2021 market rates to be significantly higher than WLG’s rates and that the market rates for such work increases on a yearly basis.

E. Expenses

17. As lead attorney for WLG, I personally managed, delegated, and supervised the allocation of personnel and expenses employed by my firm in this case. WLG attorneys at all times have aggressively and vigorously prosecuted this case and represented the best interests of the Plaintiffs and the participants and beneficiaries of the Plan. Over the course of the litigation, we incurred \$437,512.40 in expenses. Along with those expenses paid by Bailey & Glasser, Class Counsel incurred \$954,069.47 in expenses. Paragraph 33 of the Boyko Decl. provides a breakdown of the total expenses.

18. WLG’s depth of experience with ESOP and ERISA claims and class action litigation allowed Plaintiffs’ counsel to pursue the case and negotiate a settlement that capitalized on the claims’ strengths while taking into account the risks of continued litigation.

19. In my opinion, the time expended, and expenses incurred in prosecuting this action, were reasonable and necessary for the diligent litigation and fair resolution of this matter.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information, and belief.

Executed at Boston, Massachusetts on. this 19th day of August 2022.

/s/ Thomas E. Clark

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**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Gregory Godfrey, et al.

Plaintiff,

v.

Greatbanc Trust Company, et al.

Defendants.

Case No. 1:18-cv-07918

**DECLARATION OF MAKENNA SNOW
OF ILYM GROUP, INC. IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: October 4, 2022

Time: 8:45 a.m.

Judge Matthew F. Kennelly

Magistrate Judge Michael T. Mason

1 I, Makenna Snow, declare as follows:

2 1. I am a resident of the United States of America and am over the age of 18. I am a
3 Case Manager for ILYM Group, Inc. (herein after referred to as “ILYM Group”), the professional
4 settlement services provider who has been retained by the Plaintiffs’ Counsel and subsequently
5 appointed by the Court to serve as the Claims Administrator for the above captioned *Godfrey, et*
6 *al. v. GreatBanc Trust Co., et al.* matter. I am authorized to make this declaration on behalf of
7 ILYM Group and myself. I have personal knowledge of the facts herein, and, if called upon to
8 testify, I could and would testify competently to such facts.

9 2. ILYM Group has extensive experience in administering Class Action Settlements,
10 including direct mail services, database management, claims processing and settlement fund
11 distribution services for Class Actions ranging in size from 26 to 4.5 million Settlement Class
12 Members.

13 3. ILYM Group was engaged by Plaintiffs’ Counsel to provide notification services
14 and claims administration, pursuant to the terms of the Settlement, in the above referenced Action.
15 Duties performed to-date, and to be performed after Final Approval of the Settlement is granted,
16 include: (a) printing and mailing the *Notice of Proposed Class Action Settlement* (referred to as
17 “Notice Packet”); (b) setting up and maintaining a dynamic website; (c) receiving and processing
18 any objections; (d) calculating individual settlement award amounts; (f) processing settlement
19 award distributions; (g) handling tax withholdings as required by the Settlement and the law; (h)
20 preparing, issuing and filing tax returns and other applicable tax forms; (i) handling the distribution
21 of any unclaimed funds pursuant to the terms of the Settlement; and (j) performing other tasks as
22 the Parties mutually agree to and/or the Court orders ILYM Group to perform.

23 4. On May 31, 2022, ILYM Group received the Court approved text for the Notice
24 Packet from Counsel for Plaintiffs. ILYM Group prepared a draft of the formatted Notice Packet,
25 which was approved by the Parties’ Counsel prior to mailing.

26 5. On May 31, 2022, ILYM Group received the Class data file from Counsel for
27 Defendants, which contained the name, social security number, last known mailing address, the
28 total number of applicable vested shares, and the settlement allocation for each Settlement Class

1 Member. The data file was uploaded to our database and checked for duplicates and other possible
2 discrepancies. The Class List contained 265 individuals.

3 6. As part of the preparation for mailing, all 265 names and addresses contained in the
4 Class List were then processed against the National Change of Address (“NCOA”) database,
5 maintained by the United States Postal Service (“USPS”), for purposes of updating and confirming
6 the mailing addresses of the Settlement Class Members before mailing of the Notice Packet. The
7 NCOA contains requested change of addresses filed with the USPS. To the extent that an updated
8 address was found in the NCOA database, the updated address was used for the mailing of the
9 Notice Packet. To the extent that no updated address was found in the NCOA database, the original
10 address provided by Counsel for Defendants was used for the mailing of the Notice Packet.

11 7. On June 21, 2022, the Notice Packet was mailed, via U.S First Class Mail, to all
12 265 individuals contained in the Class List. Attached hereto, as **Exhibit A**, is a true and correct
13 copy of the mailed Notice Packet. Of the 265 individuals, after review of the files containing
14 information about ESOP account balances, we determined that 207 class members would be
15 entitled to a recovery, and 58 class members would not be pursuant to the terms of the Settlement
16 Agreement because they never held the stock at issue in the matter. The 207 class members who
17 were entitled to a recovery were mailed notices estimating each of their individual recoveries
18 should the settlement be approved, and the 58 class members who were not entitled to receive a
19 distribution were mailed the approved notice informing them of that fact.

20 8. As of the date of this declaration, 26 Notice Packets have been returned to our office.
21 Of the 26 returned Notice Packets, none returned with a forwarding address. ILYM Group
22 performed a computerized skip trace on the 26 returned Notice Packets that did not have a
23 forwarding address, in an effort to obtain an updated address for purpose of re-mailing the Notice
24 Packet. As a result of this skip trace, 24 updated addresses were obtained and the Notice Packet
25 was promptly re-mailed to those Settlement Class Members, via U.S First Class Mail.

26 9. As of the date of this declaration, a total of 2 Notice Packets have been deemed
27 undeliverable. Specifically, 2 have been deemed undeliverable as no updated address was found
28 notwithstanding the skip tracing. Of the 2 class members, both are deceased, and neither were

1 entitled to a recovery under the terms of the settlement.

2 10. As of the date of this declaration, ILYM Group has received 9 tax qualified account
3 submissions.

4 11. As of the date of this declaration, ILYM Group has not received any objections to
5 the Settlement. The deadline to file an objection to the Settlement is September 19, 2022.

6 12. Settlement Class Members will receive a share of the Net Settlement Fund through
7 individual settlement payments, based on the number of vested shares during the Class Period. The
8 Net Settlement Fund is the amount remaining after deduction of the Court-approved payments from
9 the Gross Settlement Fund for Class Counsel Fees and Litigation Costs, the Class Representative
10 Enhancement Award, Claims Administration Fees to ILYM Group, and the PAGA allocation, e.g.,

11	Gross Settlement Fund	\$16,500,000.00
12	Attorney Fees	\$5,500,000.00
13	Attorney Costs/ Expenses	\$954,069.47
14	Enhancement Award- Gregory Godfrey	\$25,000.00
15	Enhancement Award- Jeffrey Sheldon	\$25,000.00
16	Enhancement Award- Debra Ann Kopinski	\$25,000.00
17	ILYM Group Fees	\$25,000.00
18	Net Settlement Fund	\$9,945,930.53

19 13. ILYM Group’s total fees and costs for services in connection with the administration
20 of this Settlement, which includes fees and costs incurred to-date, as well as anticipated fees and
21 costs for completion of the settlement administration, are \$25,000.00. ILYM Group’s work in
22 connection with this matter will continue with the calculation of the settlement award payments,
23 distribution of the settlement awards, the necessary tax filing and reporting on such payments, and
24 any other tasks that the Parties mutually agree to and/or the Court orders ILYM Group to perform.

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1 I declare under penalty of perjury under the laws of the State of California and the United States
2 that the foregoing is true and correct to the best of my knowledge and that this Declaration was
3 executed this 19th day of August 2022, at Tustin, California.

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Makenna Snow
MAKENNA SNOW

EXHIBIT “A”

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

GREGORY GODFREY, et al.,

Plaintiffs,

v.

GREATBANC TRUST COMPANY, et al.,

Defendants.

Case No. 1:18-cv-07918

Judge Matthew F. Kennelly

Magistrate Judge Michael T. Mason

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**PLEASE READ THIS NOTICE CAREFULLY.
A FEDERAL COURT AUTHORIZED THIS NOTICE.
THIS IS NOT A SOLICITATION.**

If you were a participant in or a beneficiary of the McBride & Son Employee Stock Ownership Plan (the “ESOP”) at any time between December 31, 2013 and December 15, 2017 (the “Class Period”), this class action lawsuit may affect your rights.

The United States District Court for the Northern District of Illinois, having previously certified a Class, has authorized this Notice to be sent to you.

A federal lawsuit by certain former participants in the ESOP, Gregory Godfrey, Jeffrey Sheldon, and Debra Ann Kopinski (collectively the “Plaintiffs”), alleges violations of the Employee Retirement Income Security Act (“ERISA”). The Defendants are the former trustee of the ESOP, GreatBanc Trust Company, as well as McBride & Son Capital, Inc. (“MS Capital, Inc.”), McBride & Son Management Company, LLC (“MS Management Co.”), John F. Eilermann Jr. (“Eilermann”), and Michael D. Arri (“Arri”) (collectively the “Defendants”). The Plaintiffs claim that the Defendants were fiduciaries of the ESOP and breached their fiduciary duties owed under ERISA to the ESOP.

The Court has allowed the lawsuit to proceed as a class action on behalf of all participants and beneficiaries of the ESOP during the Class Period, and the Parties have reached a class action settlement (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 if you disagree with its terms, and what deadlines apply to the right to object to the proposed settlement.

WHAT THIS LAWSUIT IS ABOUT

In summary:

(1) Plaintiffs allege that, on December 31, 2013, Defendants GreatBanc, MS Management Co., Eilermann, and Arri caused the ESOP to engage in a corporate reorganization for the benefit of certain corporate executives. The result was that the ESOP would no longer hold shares of McBride & Son Companies, Inc. (“MS Companies, Inc.”). Plaintiffs allege MS Companies, Inc. had previously owned all of the subsidiaries and assets of the McBride & Sons Homes group of interrelated companies (collectively the

ILYM ID:
Unique PIN:

“McBride Enterprise”), while certain executives held the equivalent of 30% of the economic interest of the McBride Enterprise. After the reorganization, the ESOP would own the stock of a holding company, McBride & Son Capital, Inc. (“MS Capital, Inc.”), which would in turn own the newly-issued Class A Units of MS Companies, Inc. after it was converted to a limited liability company, McBride & Sons Companies, LLC (“MS Companies, LLC”). Plaintiffs allege that, as a consequence of the reorganization, the ESOP was no longer the sole owner of the McBride Enterprise, as the economic interests in the McBride Enterprise held by Defendants Eilermann and Arri and other executives were converted to Class B and Class C Units of MS Companies, LLC.

(2) Plaintiffs allege that, from 2013 to 2017, Defendants Eilermann and Arri, and other corporate executives, received excessive compensation in various forms in addition to awarding themselves further equity in the McBride Enterprise in the form of Class B Units and Class C Units of MS Companies, LLC. Plaintiffs allege this had the effect of diluting the ESOP’s ownership of the McBride Enterprise and suppressing the stock price of MS Capital. Plaintiffs also allege the corporate executives who owned Class B and Class C Units received more favorable distributions than the ESOP, which owned Class A Units. Plaintiffs allege that Defendants GreatBanc, MS Capital, Inc., Eilermann, and Arri breached their fiduciary duties under ERISA when the ESOP was harmed by the excessive payment of compensation and received no consideration for the dilution of its ownership of the McBride Enterprise, and ESOP participants were never informed about the excessive payment of compensation nor the dilution of their ownership of the McBride Enterprise.

(3) Plaintiffs allege that, on November 30, 2017, Defendants GreatBanc and MS Capital, Inc. caused the ESOP to sell the shares of MS Capital stock held by the ESOP for below fair market value, thereby depriving the ESOP participants of retirement benefits. Plaintiffs further allege that Defendants Eilermann and Arri knowingly participated in these breaches of ERISA. Plaintiffs allege the sale was done for the benefit of Defendants Eilermann and Arri and other executives, who would become the owners of the McBride Enterprise after the ESOP was terminated.

(4) Plaintiffs allege that Defendants MS Management Co., MS Capital, Inc., Eilermann, and Arri failed to properly monitor and remove GreatBanc as trustee to the ESOP.

Plaintiffs’ allegations are detailed in Plaintiffs’ Second Amended Complaint, and Defendants’ responses are detailed in their Answers to Plaintiffs’ Second Amended Complaint. The Complaint and Answers are available at www.McBrideESOPSettlement.com, as is the Court’s Order on Defendants’ Motions to Dismiss the Second Amended Complaint and Order granting Plaintiffs’ Motion for Class Certification. Future Orders may also be posted to that website.

Defendants deny that they violated any law or duty owed to the ESOP or its participants. Specifically, Defendants maintain that the fiduciaries of the ESOP at all times acted prudently and loyally and in the best interest of ESOP participants. Among various other defenses, Defendants argue that the referenced LLC units were purchased by McBride executives, not awarded, and that the amount paid for the ESOP’s stock was not less than fair market value, and that all the alleged actions of the Defendants benefited, and did not harm, the ESOP and its participants.

1. Am I a part of the Class?

The Court decided that the following persons are in the Class. If you fit this description, then you are a Class Member. You are receiving this Notice based on records indicating that you are likely a Class Member.

All participants in the McBride & Son Employee Stock Ownership Plan, and the beneficiaries of such participants, at any time between December 31, 2013 and December 15, 2017. Excluded from the proposed Class are (1) Defendants Eilermann and Arri, their immediate families, and their legal representatives, successors, and assigns, and (2) any owners of Class B and Class C Units of

McBride & Son Companies, LLC (“MS Companies, LLC”) during the class period including Jeffrey Berger, Jeffrey Schindler, and Jeffrey Todt.

However, even if you fit this definition, you will only receive a portion of the Settlement if you held vested shares of McBride stock within your Plan account during the identified time period.

2. What is involved in the Settlement?

Under the Settlement, if approved, Defendants will pay \$16.5 million into a “Settlement Fund” in exchange for the dismissal of the case, releases against future litigation, and other terms described in more detail below and governed by the Settlement Agreement.

3. Where can I learn more?

If you would like to see more after reading this Notice, a copy of the operative Complaint, the Court’s Order on Class Certification, the Settlement Agreement, and other Settlement-related briefs and orders are available at www.McBrideESOPSettlement.com

4. Has the Court decided who is right?

No. At the time of the Settlement, the Parties had briefed the Court on each parties’ Motions for Summary Judgment, but the Court had not yet made a ruling on those motions or at trial. The Settlement does not represent a finding by the Court or admission by any party about the strength of each parties’ respective claims and defenses.

5. Do I have a lawyer in this case?

The Court has decided that the lawyers representing the Plaintiffs are qualified to represent you and all the Class Members. The lawyers are called “Class Counsel” and include Mark G. Boyko, Patrick O. Muench, Ryan T. Jenny, and Thomas E. Clark Jr. You can reach them through the contact information below:

Mark G. Boyko Bailey Glasser LLP 34 N. Gore, Suite 102 Webster Groves, MO 63119 (202) 463-2101 mboyko@baileyglasser.com	Thomas E. Clark Jr. The Wagner Law Group, P.C. 439 South Kirkwood Road, Suite 215 Kirkwood, MO 63122 (314) 236-0065 tclark@wagnerlawgroup.com
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6. Should I get my own attorney?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. If you want to hire your own lawyer, you can, but you will have to pay for that lawyer. For example, you can ask your own lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you, but Class Counsel is obligated to represent your interests as part of the Class regardless of whether you retain your own separate lawyer.

7. How will Class Counsel be paid?

Class Counsel will seek attorneys’ fees from the Settlement Amount, plus expenses they incurred in prosecuting the case, of no more than \$5.5 million in fees and \$979,000 in expenses, and a Service Award for the named Plaintiffs from the Class Settlement Amount of up to \$25,000 each (\$75,000 total). The fee application and supporting papers will be filed on or before August 19, 2022. After that date, you may review the application and supporting papers at www.McBrideESOPSettlement.com. You may file an objection to the request for attorneys’ fees and expenses and to the Service Awards under the same procedures for objecting to the Settlement. Any attorneys’ fees, expenses and Service Awards approved by the Court, and the expenses incurred by the Settlement

administrator in sending this Notice and otherwise administering the Settlement, will be paid from the Settlement Amount.

8. **What does the Settlement provide?**

To avoid the additional expense, further delay, and uncertainty of the outcome of the Lawsuit and other lawsuits: (i) Plaintiffs and the Class defined, and (ii) Defendants have agreed to a Settlement that provides monetary payments to Plan participants who held vested shares during the Class Period. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated May 16, 2022 (“Settlement Agreement”), and are summarized below.

The Payment and Allocation of the Settlement Fund:

- (a) Pursuant to the terms of the Settlement, Defendants will make payments totaling \$16,500,000 (the “Settlement Amount”) to the Settlement Fund Account.
- (b) The “Net Settlement Fund” shall be the Settlement Amount, plus any interest earned while in the Settlement Fund Account, less:
 - (1) Administrative Expenses, currently estimated to be less than \$25,000;
 - (2) Attorney’s Fees and Expenses, which shall not exceed \$5,500,000 in fees and \$979,000,000 in expenses, for a total not to exceed \$6,479,000; and
 - (3) Service Awards to the Named Plaintiffs, as approved by the Court and limited to \$25,000 per Named Plaintiff, or \$75,000 total.
- (c) The Net Settlement Fund will be allocated and distributed in accordance with the Plan of Allocation approved by the Court, a copy of which is available on the website established by the Settlement Administrator as indicated below. A Settlement Class Member’s share of the Net Settlement Fund will be based on his or her proportionate share of vested shares of McBride stock in the Plan from December 31, 2013 through November 30, 2017. Stated as a fractional share, a Class Member’s allocation will be the total number of his or her vested shares each year during the class period divided by the total number of all Class Member’s vested shares. Settlement Class Members will not need to submit a claim to receive payment, but may have the option of directing contributions into a tax-qualified retirement account. Payments will be calculated and allocated based on Plan records. Class Members with a current account in the McBride 401(k) Plan will receive a deposit into their 401(k) Plan account. Settlement Class Members who no longer have an account in the 401(k) Plan will receive a payment from the Settlement Administrator, with the option to deposit the funds in an Individual Retirement Account or other tax qualified account. If you (1) do not have a current account in the McBride 401(k) Plan, and (2) would like to direct the Settlement Administrator to make your payment directly into a tax-qualified account, such as an IRA, please instruct the Settlement Administrator to make the direct rollover by going to the settlement website, www.McBrideESOPSettlement.com, and filling out the required form. If you do not fill out the form, and do not have a current account in the McBride 401(k) Plan, you will still participate in the Settlement and the Settlement Administrator will mail you a check in your name.

How Much Will My Distribution Be?

To be eligible for a distribution from the Net Settlement Fund, you must have held vested shares in the ESOP during the Class Period.

During the Class Period, there were between 55,680 and 74,000 Vested Shares of the ESOP held by Class Members. Plan records indicate that there are 207 Class Members eligible for distributions under the Plan of Allocation.

While exact recoveries cannot be calculated currently, a hypothetical Class Member who held 100 Vested Shares throughout the entire Class Period is likely to receive between \$15,500 and \$16,000 under the Plan of Allocation. Some Class Members will receive no recovery because they did not have Vested Shares in McBride during the Class Period. Details of the method of allocating among the Class Members are available in the Plan of Allocation on the settlement website.

Language A: Only For Class Members entitled to a distribution

The Plan's records indicate that you had the following number of Vested Shares at the close of each year:

2013	2014	2015	2016	2017

Based on these records, your gross payment from the Settlement, if approved, will be approximately \$ [redacted]. This is only an estimation and does not reflect taxes or other required withholdings that may be applicable to your distribution. It also may vary based on the amount of settlement expenses incurred. As explained above, if you (1) do not have a current account in the McBride 401(k) Plan, and (2) would like to direct the Settlement Administrator to make your payment directly into a tax-qualified account, such as an IRA, please instruct the Settlement Administrator to make the direct rollover by going to the settlement website, www.McBrideESOPSettlement.com, and filling out the required form. No payments will be made until the Settlement receives Final Approval from the Court and any appeals are resolved.

Language B: Only For Class Members not entitled to a distribution

The Plan's records indicate that you did not own any Vested Shares at the close of any year of the Class Period and, therefore, are not entitled to recover under the Plan of Allocation.

Class Members' Release of Claims. In exchange for payment of the Settlement Amount by Defendants and satisfaction of the conditions contained in the Settlement Agreement, all Class Members and the Plan will release (or give up) any claims they have related to this Lawsuit or otherwise included as a "Released Claim" pursuant to Section 3.2 of the Settlement Agreement. Class Members and any successor trustee will be prohibited from bringing or pursuing any other lawsuits or actions based on any of the Released Claims. The Releases and Released Claims are set forth in full in the Settlement Agreement, which can be viewed online at www.McBrideESOPSettlement.com, or requested from Class Counsel.

STATEMENT REGARDING THE POTENTIAL OUTCOME OF THE LAWSUIT

As with any Lawsuit, the Plaintiffs and Defendants would face an uncertain outcome if the Lawsuit were not settled. Continued litigation could result in a judgment greater or less than the amount obtained in the Settlement, or no recovery at all. The Plaintiffs and Defendants disagree about whether Defendants did anything wrong, and they do not agree on the amount, if any, that would be recoverable even if Plaintiffs prevailed at trial. Defendants have denied, and continue to deny, the claims and contentions of the Plaintiffs in the Lawsuit, have denied, and continue to deny, any wrongdoing or liability whatsoever, and are entering into the Settlement solely to avoid the cost, disruption and uncertainty of litigation. A settlement avoids the expense, further delay and uncertainty of a trial and gives money to Class Members more quickly. The Plaintiffs and the attorneys for the Class think the Settlement is best for all Settlement Class Members.

THE SETTLEMENT APPROVAL PROCESS

The Court has granted preliminary approval of the proposed Settlement, and has approved this Notice to the Class. The Settlement will not take effect, however, until it receives final approval from the Court after an opportunity for Class Members to object, as described below. Following the deadline for objecting to the Settlement, the Court will hold a Fairness Hearing on October 4, 2022 at the United States District Court, located at 219 S. Dearborn Street, Chicago, Illinois 60604. 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 Lawsuit and on the settlement website, www.McBrideESOPSettlement.com.

THE OPPORTUNITY TO OBJECT TO THE SETTLEMENT

If you are a Class Member, you can object to the settlement if you do not like any part of it. To object, you must send your objection to the Court, at the United States District Court for the Northern District of Illinois, 219 S. Dearborn, Chicago, Illinois 60604 and to the Parties at the following addresses:

To Class Counsel:

Mark G. Boyko Bailey Glasser LLP 34 N. Gore, Suite 102 Webster Groves, MO 63119 (202) 463-2101 mboyko@baileyglasser.com	Thomas E. Clark Jr. The Wagner Law Group, P.C. 439 South Kirkwood Road, Suite 215 Kirkwood, MO 63122 (314) 236-0065 tclark@wagnerlawgroup.com
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To Defendants' Counsel:

Lars C. Golumbic Groom Law Group, Chartered 1701 Pennsylvania Ave NW, Suite 1200 Washington, D.C. 20006	Michael L. Scheier Keating Muething & Klekamp PLL One East 4th Street, Suite 1400 Cincinnati, OH 45202
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Objections must be filed with the Court on or before September 19, 2022. Objections filed after that date will not be considered. Any Class Member failing to submit a timely objection will be deemed to have waived any objection they may have. 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) the reasons why you think the court should not approve the Settlement, along with any legal support known to you or your counsel; (4) whether your objection applies only to you, or to a specific subset of the Class, or to the entire Class; (5) 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; (7) the name and address of any attorney representing or advising you concerning your objection.

Anyone who files and serves a timely written objection in accordance with the instructions above may, but need not, also speak at the Fairness Hearing, either in person or through qualified counsel retained at his or her own expense, so long as their timely-filed written objection indicates their intent to do so. 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. 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.

ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARDS FOR NAMED PLAINTIFFS

Class Counsel have litigated this case for approximately four years without compensation. They will seek attorneys' fees from the Settlement Amount, plus expenses they incurred in prosecuting the case, of no more than \$5.5 million in fees and \$979,000 in expenses, and Service Awards for the Named Plaintiffs from the Settlement Amount of up to \$25,000 each (\$75,000 total). The fee application and supporting papers will be filed on or before August 19, 2022. After that date you may review the application and supporting papers at www.McBrideESOPSettlement.com. You may file an objection to the request for attorneys' fees and expenses and to the Service Awards under the same procedures for objecting to the Settlement. Any attorneys' fees, expenses and Service Awards approved by the Court, and the expenses incurred by the Settlement administrator in sending this Notice and otherwise administering the Settlement, will be paid from the Settlement Amount.

GETTING MORE INFORMATION

You can visit the website at www.McBrideESOPSettlement.com, where you will find the full Settlement Agreement, the Court's order granting Preliminary Approval of the Settlement, 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.

Please do not contact the Court, McBride, or GreatBanc. They will be unable to provide you with additional information.

Dated: June 20, 2022

By Order of the United States District Court
District Judge Matthew F. Kennelly

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

GREGORY GODFREY, et al.,

Plaintiffs,

v.

GREATBANC TRUST COMPANY, et al.,

Defendants.

Case No. 1:18-cv-07918

Judge Matthew F. Kennelly

Magistrate Judge Michael T. Mason

**[PROPOSED] FINAL JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF SETTLEMENT AND MOTION FOR
ATTORNEYS' FEES, COSTS, AND CASE CONTRIBUTION AWARDS**

Plaintiffs (or “Class Representatives”) have submitted a Motion for Final Approval of the Settlement set forth in the Class Action Settlement Agreement dated May 16, 2022 (the “Settlement Agreement”). Dkt. ___. Class Counsel has also submitted to the Court their Motion for Attorneys’ Fees, Costs and Case Contribution Awards. Dkt. ___.

On May 24, 2022, this Court granted preliminary approval to the proposed class action settlement set forth in the Settlement Agreement. Dkt. 311. This Court also approved the procedure for giving Class Notice to the members of the Settlement Class and set a Final Approval Hearing to take place on October 4, 2022. Dkt. 313. The Court finds that due and adequate notice was given to the Class.

The Court has reviewed the papers filed in support of the Motion for Final Approval of the Settlement and the Motion for Attorneys’ Fees, Costs, and Case Contribution Awards, including the Settlement Agreement and exhibits thereto, memoranda and arguments submitted on behalf of the Settlement Class, and supporting declarations.

On October 4, 2022, this Court held a duly noticed Final Approval Hearing to consider: (1) whether the terms and conditions of the Settlement Agreement are fair, reasonable and adequate; (2) whether a judgment should be entered dismissing the Class Members' Released Claims on the merits and with prejudice; and (3) whether and in what amount to award attorneys' fees and expenses to Class Counsel and any award to the Plaintiffs for their representation of the Settlement Class.

Based on the papers filed with the Court and the presentations made to the Court by the Parties and by other interested persons at the Final Approval Hearing, it appears to the Court that the Settlement Agreement is fair, adequate, and reasonable, and in the best interests of the Settlement Class.

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

1. **Definitions.** This Judgment incorporates by reference the definitions in the Settlement Agreement. All capitalized terms not defined herein shall have the same meanings as in the Settlement Agreement.
2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Lawsuit and over all parties to the Lawsuit, including all Class Members, and venue in this Court is proper.
3. **No Merits Determination.** By entering this Order, the Court does not make any determination as to the merits of this case.
4. **Settlement Class.** Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby certifies this Lawsuit as a class action, with the Settlement Class defined as:

All participants in the McBride & Son Employee Stock Ownership Plan, and the beneficiaries of such participants, at any time

between December 31, 2013 and December 15, 2017. Excluded from the Settlement Class are (1) Defendants Eilermann and Arri, their immediate families, and their legal representatives, successors, and assigns, and (2) any owners of Class B and Class C Units of McBride & Son Companies, LLC ("MS Companies, LLC") during the class period including Jeffrey Berger, Jeffrey Schindler, and Jeffrey Todt.

5. **Designation of Class Representatives and Class Counsel.** The Court confirms the prior appointments of Plaintiffs Gregory Godfrey ("Godfrey"), Jeffery Sheldon ("Sheldon"), and Debra Ann Kopinski ("Kopinski") as Class Representatives, and attorneys at the law firms of Bailey & Glasser LLP and The Wagner Law Group, PC as Class Counsel.
6. **Settlement Approval.** Pursuant to Federal Rule of Civil Procedure 23(e), this Court hereby approves the Settlement and finds that it is, in all respects, fair, reasonable, and adequate to the Parties. The Court further finds that the Settlement is the result of good faith arm's length negotiations between experienced counsel representing the interests of the Parties. Accordingly, the Settlement is hereby approved in all respects, there is no just reason for delay, and the Parties are hereby directed to perform its terms.
7. **Dismissal with Prejudice.** Final Judgment is hereby entered with respect to the Released Claims of all Class Members, and the Released Claims are hereby dismissed in their entirety with prejudice and without costs, and the case shall be closed pursuant to Paragraph 20 of this Order.
8. **Releases and Covenants Not to Sue.** The releases and covenants not to sue set forth in Sections 3 and 4 of the Settlement Agreement (Dkt. 308-1) are expressly incorporated herein in all respects and made effective by operation of this judgment.

The Court hereby approves these provisions as contained and incorporated in Sections 3 and of the Settlement Agreement.

9. **Approval of Class Notice.** The form and means of disseminating the Class Notice as provided for in the orders granting preliminary approval of class action settlement and proposed notice of settlement constituted the best notice practicable under the circumstances, including individual notice to all Settlement Class Members who could be identified through reasonable effort. Said Class Notice fully satisfied the requirements of Rule 23 and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution.
10. **Attorneys' Fees and Expenses.** Plaintiffs and Class Counsel have moved for an award of attorneys' fees in the amount of \$5,500,000 and costs and expenses of \$954,069.47. The Court has considered this application separately from this Judgment. The Court finds that an award of \$5,500,000 in attorneys' fees, and \$954,069.47 in costs and expenses is fair and reasonable, and the Court approves of Class Counsels' attorneys' fees, costs and expenses in these amounts to be paid from the Settlement Amount.
11. **Case Contribution Awards.** The Court further finds that Case Contribution Awards for Class Representatives Godfrey, Sheldon, and Kopinski in the amount of \$25,000 each is fair and reasonable, and the Court approves of the Case Contribution Awards in these amounts. The Court directs the Settlement Administrator to disburse \$25,000 each to Godfrey, Sheldon, and Kopinski from the Settlement Amount as provided in the Settlement Agreement.

12. **Use of Order.** Neither this Order, the fact that a settlement was reached and filed, the Settlement Agreement, nor any related negotiations, statements or proceedings shall be construed as, offered as, admitted as, received as, used as, or deemed to be an admission or concession of liability or wrongdoing whatsoever or breach of any duty on the part of any Party. This Order is not a finding of the validity or invalidity of any of the claims asserted or defenses raised in the Lawsuit. In no event shall this Order, the fact that a settlement was reached, the Settlement Agreement, or any of its provisions or any negotiations, statements, or proceedings relating to it in any way be used, offered, admitted, or referred to in the Lawsuit, in any other action, or in any judicial, administrative, regulatory, arbitration, or other proceeding, by any person or entity, except by the Parties and only the Parties in a proceeding to enforce the Settlement Agreement.
13. **Continuing Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Judgment, and for any other necessary purpose, including to ensure compliance with the Protective Order.
14. **Termination of Settlement.** This Settlement Agreement may be terminated by any of the Parties if (i) the Court declines to approve the Settlement, or (ii) the Final Order entered by the Court is reversed or modified in any material respect by any Appeal Proceeding, provided that the terminating party, within fourteen (14) calendar days from the date of such event, furnishes written notice to Class Counsel or Defendants' counsel, as the case may be, of the termination of the Settlement,

specifying the terms modified or not approved that give rise to the right to terminate. If the Settlement Agreement is terminated, the following shall occur: (i) Class Counsel or Defendants' counsel shall promptly, after the date of termination of the Settlement Agreement, notify the Court and cause the return of any Settlement Amount to the Defendants, except for amounts disbursed or incurred pursuant to Section 8.1 of the Settlement Agreement; (ii) the Lawsuit shall for all purposes revert to its status as of the day immediately before April 18, 2022, and the Parties shall promptly request a scheduling conference with the Court; and (iii) the Settlement shall be deemed void and of no further force and effect.

15. **Implementation of the Agreement.** The Parties are hereby authorized to implement the terms of the Settlement Agreement.
16. **Reasonable Extensions.** If consistent with Section 11.8 of the Settlement Agreement, without further order of this Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Settlement Agreement.
17. **CAFA Notice.** Defendants have provided notification to all appropriate federal and state officials regarding the Settlement as required by 28 U.S.C. § 1715.
18. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Order and Final Judgment and immediate entry by the Clerk of the Court is hereby directed.
19. **Lawsuit Closed.** The Clerk of the Court is hereby directed to close the Lawsuit.

Dated: _____

Signed: _____