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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

IN RE QUALCOMM
INCORPORATED SECURITIES
LITIGATION

Case No. 3:17-cv-00121-JO-MSB

**STIPULATION AND
AGREEMENT OF SETTLEMENT**

1 This Stipulation and Agreement of Settlement, dated as of June 17, 2024 (the
 2 “Stipulation”) is entered into between (a) Lead Plaintiffs Sjunde AP-Fonden and
 3 Metzler Asset Management GmbH (“Lead Plaintiffs”), on behalf of themselves and
 4 the Class (defined below); and (b) Defendants Qualcomm Incorporated
 5 (“Qualcomm”), and Derek K. Aberle, Steven R. Altman, Donald J. Rosenberg,
 6 William F. Davidson, Jr., Paul E. Jacobs, and Steven M. Mollenkopf (collectively,
 7 the “Individual Defendants” and, together with Qualcomm, “Defendants,” and,
 8 together with Lead Plaintiffs, the “Parties”), and embodies the terms and conditions
 9 of the settlement of the above-captioned action (the “Action”). Subject to the
 10 approval of the Court and the terms and conditions expressly provided herein, this
 11 Stipulation is intended to fully, finally, and forever compromise, settle, release,
 12 resolve, and dismiss with prejudice the Action and all Released Plaintiffs’ Claims as
 13 against Defendants and Defendants’ Releasees.¹

14 WHEREAS:

15 A. In January 2017, certain related class actions (*Rajesh Shah v.*
 16 *Qualcomm Inc. et al*, Case No. 17-cv-00121-JAH-WVG and *James Feenstra v.*
 17 *Qualcomm Inc. et al*, Case No. 17-cv-00155-JAH-WVG) were filed in the United
 18 States District Court for the Southern District of California (the “Court”), alleging
 19 violations of the federal securities laws.

20 B. On March 24, 2017, Sjunde AP-Fonden and Metzler Asset
 21 Management GmbH moved for appointment as Lead Plaintiffs, approval of their
 22 selection of lead counsel, and consolidation of all actions. ECF Nos. 11, 19. On May
 23 4, 2017, the Court appointed Sjunde AP-Fonden and Metzler Asset Management
 24 GmbH as Lead Plaintiffs, approved Bernstein Litowitz Berger & Grossman LLP and
 25 Motley Rice LLC as Lead Counsel, and ordered that all future filings in the action
 26

27 ¹ All terms with initial capitalization not otherwise defined herein shall have the
 28 meanings ascribed to them in ¶ 1 herein.

1 be made in Case No. 3:17-cv-00121-JAH-WVG, under the caption *In re Qualcomm*
2 *Incorporated Securities Litigation*. ECF No. 31.

3 C. On July 3, 2017, Lead Plaintiffs filed the Consolidated Class Action
4 Complaint (the “Complaint”). ECF No. 32.

5 D. On March 18, 2019, the Court denied Defendants’ motion to dismiss
6 the Complaint. ECF No. 59.

7 E. On February 3, 2022, the Court denied Defendants’ motion for
8 judgment on the pleadings. ECF No. 192.

9 F. On March 20, 2023, the Court issued its order on class certification.
10 ECF No. 279.

11 G. On October 16, 2023, the Court entered an order setting a schedule for
12 pre-trial proceedings with trial to begin October 28, 2024. ECF No. 207.

13 H. In March and May of 2024, the parties filed certain dispositive and pre-
14 trial motions, with those motions being fully briefed as of May 24, 2024.

15 I. This Stipulation (together with the exhibits hereto) reflects the final and
16 binding agreement between the Parties.

17 J. Based upon their investigation and prosecution of the case, Lead
18 Plaintiffs and Lead Counsel have concluded that the terms and conditions of this
19 Stipulation are fair, reasonable, and adequate to Lead Plaintiffs and the other
20 members of the Class, and in their best interests. Based on Lead Plaintiffs’ direct
21 oversight of the prosecution of this matter and with the advice of their counsel, Lead
22 Plaintiffs have agreed to settle and release the Released Plaintiffs’ Claims pursuant
23 to the terms and provisions of this Stipulation, after considering, among other things:
24 (a) the substantial financial benefit that Lead Plaintiffs and the other members of the
25 Class will receive under the proposed Settlement; and (b) the significant risks and
26 costs of continued litigation and trial.

27 K. This Stipulation constitutes a compromise of all matters that are in
28 dispute between the Parties. Defendants are entering into this Stipulation solely to

1 eliminate the uncertainty, burden, and expense of further protracted litigation. Each
2 of the Defendants denies any wrongdoing, and this Stipulation shall in no event be
3 construed or deemed to be evidence of or an admission or concession on the part of
4 Defendants with respect to any claim or allegation of any fault or liability or
5 wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants
6 have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs have
7 asserted any valid claims as to any of them, and expressly deny any and all
8 allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this
9 Stipulation shall in no event be construed or deemed to be evidence of or an
10 admission or concession on the part of Lead Plaintiffs of any infirmity in any of the
11 claims asserted in the Action, or an admission or concession that any of the
12 Defendants' defenses to liability had any merit.

13 NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and
14 among Lead Plaintiffs (individually and on behalf of all other members of the Class)
15 and Defendants, by and through their respective undersigned attorneys and subject
16 to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil
17 Procedure, that, in consideration of the benefits flowing to the Parties from the
18 Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and
19 all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled
20 and released, upon and subject to the terms and conditions set forth below.

21 **DEFINITIONS**

22 1. As used in this Stipulation and any exhibits attached hereto and made a
23 part hereof, the following capitalized terms shall have the following meanings:

24 (a) "Action" means the securities class action in the matter styled *In*
25 *re Qualcomm Incorporated Securities Litigation*, Case No. 3:17-cv-00121-JO-MSB,
26 in the United States District Court for the Southern District of California.

1 (b) “Alternate Judgment” means a form of final judgment that may
2 be entered by the Court herein but in a form other than the form of Judgment
3 provided for in this Stipulation.

4 (c) “Authorized Claimant” means a Class Member who or which
5 submits a Claim to the Claims Administrator that is approved by the Court for
6 payment from the Net Settlement Fund.

7 (d) “Claim” means a paper claim submitted on a Proof of Claim
8 Form or an electronic claim that is submitted to the Claims Administrator.

9 (e) “Claim Form” or “Proof of Claim Form” means the form,
10 substantially in the form attached hereto as Exhibit 2 to Exhibit A, that a Claimant
11 must complete and submit should that Claimant seek to share in a distribution of the
12 Net Settlement Fund.

13 (f) “Claimant” means a person or entity who or which submits a
14 Claim to the Claims Administrator seeking to be eligible to share in the proceeds of
15 the Net Settlement Fund.

16 (g) “Claims Administrator” means the firm retained by Lead
17 Counsel, subject to approval of the Court, to provide all notices approved by the
18 Court to potential Class Members and to administer the Settlement.

19 (h) “Class” means the Class certified by the Court’s Order dated
20 March 20, 2023 (ECF No. 279). Specifically, the Class includes: all persons or
21 entities who purchased or otherwise acquired the common stock of Qualcomm
22 between February 1, 2012 and January 20, 2017, inclusive (the “Class Period”), and
23 who were damaged thereby. Excluded from the Class are Defendants, the Officers
24 and directors of Qualcomm at all relevant times, their Immediate Family Members,
25 legal representatives, heirs, agents, affiliates, successors, or assigns, Defendants’
26 liability insurance carriers, and any affiliates or subsidiaries thereof, and any entity
27 in which Defendants or their immediate families have or had a controlling interest.

28 Also excluded from the Class are (i) all persons and entities who requested exclusion

1 from the Class in connection with the mailing of the Notice of Pendency of Class
2 Action as set forth in Appendix A; or (ii) additional persons and entities who the
3 Court permits to exclude themselves from the Class in connection with the
4 Settlement Notice, including if the Court requires an additional opportunity for
5 exclusion.

6 (i) “Class Distribution Order” means an order entered by the Court
7 authorizing and directing that the Net Settlement Fund be distributed, in whole or in
8 part, to Authorized Claimants.

9 (j) “Class Member” means each person or entity who or which is a
10 member of the Class.

11 (k) “Class Period” means the period from February 1, 2012 through
12 January 20, 2017, inclusive.

13 (l) “Complaint” means the Consolidated Class Action Complaint
14 for Violation of the Federal Securities Laws filed by Lead Plaintiffs on July 3, 2017.

15 (m) “Court” means the United States District Court for the Southern
16 District of California.

17 (n) “Defendants” means Qualcomm and the Individual Defendants.

18 (o) “Defendants’ Counsel” means Cravath, Swaine & Moore LLP,
19 Cooley LLP; and Kecker, Van Nest & Peters LLP.

20 (p) “Defendants’ Releasees” means Defendants and their current and
21 former parents, affiliates, subsidiaries, officers, directors, agents, successors,
22 predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees,
23 Immediate Family Members, insurers, reinsurers, and attorneys.

24 (q) “Effective Date” with respect to the Settlement means the first
25 date by which all of the events and conditions specified in ¶ 31 of this Stipulation
26 have been met and have occurred or have been waived.

1 (r) “Escrow Account” means an account maintained at Citi Group,
2 N.A. wherein the Settlement Amount shall be deposited and held in escrow under
3 the control of Lead Counsel.

4 (s) “Escrow Agent” means Citi Group, N.A.

5 (t) “Escrow Agreement” means the agreement between Lead
6 Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent
7 shall maintain the Escrow Account.

8 (u) “Final,” with respect to the Judgment or, if applicable, the
9 Alternate Judgment, or any other court order, means: (i) if no appeal is filed, the
10 expiration date of the time provided for filing or noticing any appeal under the
11 Federal Rules of Appellate Procedure, i.e., thirty (30) days after entry of the
12 judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the
13 date of final dismissal of all such appeals, or the final dismissal of any proceeding
14 on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed
15 on an appeal, the expiration of the time to file a petition for a writ of certiorari or
16 other form of review, or the denial of a writ of certiorari or other form of review,
17 and, if certiorari or other form of review is granted, the date of final affirmance
18 following review pursuant to that grant. However, any appeal or proceeding seeking
19 subsequent judicial review pertaining solely to an order issued with respect to
20 (i) attorneys’ fees, costs, or expenses, or (ii) the plan of allocation of Settlement
21 proceeds (as submitted or subsequently modified), shall not in any way delay or
22 preclude a judgment from becoming Final.

23 (v) “Immediate Family Members” means as defined in 17 C.F.R
24 § 229.404, Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents,
25 stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law,
26 daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a
27 tenant or employee) sharing the household.

1 (w) “Individual Defendants” means Derek K. Aberle, Steven R.
2 Altman, Donald J. Rosenberg, William F. Davidson, Jr., Paul E. Jacobs, and Steven
3 M. Mollenkopf.

4 (x) “Judgment” means the final judgment, substantially in the form
5 attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

6 (y) “Lead Counsel” means the law firms of Bernstein Litowitz
7 Berger & Grossmann LLP and Motley Rice LLC.

8 (z) “Lead Plaintiffs” means Sjunde AP-Fonden and Metzler Asset
9 Management GmbH.

10 (aa) “Litigation Expenses” means costs and expenses incurred in
11 connection with commencing, prosecuting, and settling the Action (which may
12 include the costs and expenses of Lead Plaintiffs directly related to their
13 representation of the Class), for which Lead Counsel intend to apply to the Court for
14 payment from the Settlement Fund.

15 (bb) “Net Settlement Fund” means the Settlement Fund less: (i) any
16 Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses
17 awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any
18 other costs or fees approved by the Court.

19 (cc) “Notice and Administration Costs” means the costs, fees, and
20 expenses that are incurred by the Claims Administrator and/or Lead Counsel in
21 connection with: (i) providing notices to the Class (including, but not limited to, the
22 costs associated with the Class Notice, Postcard Notice, and Settlement Notice); and
23 (ii) administering the Settlement, including, but not limited to, the Claims process,
24 as well as the costs, fees, and expenses incurred in connection with the Escrow
25 Account

26 (dd) “Officer” means any officer as that term is defined in Securities
27 and Exchange Act Rule 16a-1(f).

1 (ee) “Parties” means Defendants and Lead Plaintiffs, on behalf of
2 themselves and the Class.

3 (ff) “Plaintiffs’ Counsel” means Lead Counsel and Sturman LLC,
4 additional counsel for Lead Plaintiff Metzler Asset Management GmbH.

5 (gg) “Plaintiffs’ Releasees” means Lead Plaintiffs, all other plaintiffs
6 in the Action, and all other Class Members, and their respective current and former
7 parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors,
8 assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate
9 Family Members, insurers, reinsurers, and attorneys.

10 (hh) “Plan of Allocation” means the proposed plan of allocation of the
11 Net Settlement Fund set forth in the Settlement Notice.

12 (ii) “Postcard Notice” means the postcard notice, substantially in the
13 form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed
14 to Class Members.

15 (jj) “Preliminary Approval Order” means the order, substantially in
16 the form attached hereto as Exhibit A, to be entered by the Court preliminarily
17 approving the Settlement and directing that notice of the Settlement be provided to
18 the Class.

19 (kk) “PSLRA” means the Private Securities Litigation Reform Act of
20 1995, 15 U.S.C. § 78u-4, as amended.

21 (ll) “Qualcomm” means Qualcomm Incorporated.

22 (mm) “Released Claims” means all Released Defendants’ Claims and
23 all Released Plaintiffs’ Claims.

24 (nn) “Released Defendants’ Claims” means any and all claims and
25 causes of action of every nature and description, whether arising under federal, state,
26 common, or foreign law, including known claims and Unknown Claims, whether
27 arising under federal, state, common, or foreign law, that arise out of or relate in any
28 way to the institution, prosecution, or settlement of the claims against Defendants in

1 the Action. This release does not cover, include, or release (i) claims relating to the
2 enforcement of this Stipulation or the Settlement; or (ii) any claims against any
3 person or entity excluded from the Class.

4 (oo) “Released Plaintiffs’ Claims” means any and all claims and
5 causes of action of every nature and description, whether arising under federal, state,
6 common, or foreign law, including known claims and Unknown Claims, that Lead
7 Plaintiffs or any other member of the Class (i) asserted in the Complaint or (ii) could
8 have asserted in any other forum that arise out of or relate in any way to the
9 allegations, transactions, facts, matters or occurrences, representations, or omissions
10 involved, set forth, or referred to in the Complaint and relate to the purchase of
11 Qualcomm common stock during the Class Period. For the avoidance of doubt, this
12 release does not cover, include, or release any claims relating to the enforcement of
13 the Settlement.

14 (pp) “Releasee(s)” means each and any of the Defendants’ Releasees
15 and each and any of the Plaintiffs’ Releasees.

16 (qq) “Releases” means the releases set forth in ¶¶ 4-5 of this
17 Stipulation.

18 (rr) “Settlement” means the settlement between Lead Plaintiffs and
19 Defendants on the terms and conditions set forth in this Stipulation, its attachments
20 and exhibits, and the confidential Supplemental Agreement entered into between the
21 Parties

22 (ss) “Settlement Amount” means \$75,000,000 in cash.

23 (tt) “Settlement Fund” means the Settlement Amount plus any and
24 all interest earned thereon.

25 (uu) “Settlement Hearing” means the hearing set by the Court under
26 Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of
27 the Settlement.

1 (vv) “Settlement Notice” means the Notice of (I) Proposed Settlement
2 and Plan of Allocation; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees
3 and Litigation Expenses, substantially in the form attached hereto as Exhibit 2 to
4 Exhibit A, which is to be posted on the case website and mailed and/or emailed to
5 Class Members upon request.

6 (ww) “Summary Settlement Notice” means the Summary Notice of
7 (I) Proposed Settlement and Plan of Allocation; (II) Settlement Hearing; and
8 (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form
9 attached hereto as Exhibit 4 to Exhibit A, to be published as set forth in the
10 Preliminary Approval Order.

11 (xx) “Taxes” means: (i) all federal, state, and/or local taxes of any
12 kind (including any interest or penalties thereon) on any income earned by the
13 Settlement Fund; and (ii) the expenses and costs incurred by Lead Counsel in
14 connection with determining the amount of, and paying, any taxes owed by the
15 Settlement Fund (including, without limitation, expenses of tax attorneys and
16 accountants).

17 (yy) “Unknown Claims” means any Released Plaintiffs’ Claims
18 which any Lead Plaintiff or any other Class Member does not know or suspect to
19 exist in his, her, or its favor at the time of the release of such claims, and any
20 Released Defendants’ Claims which any Defendant does not know or suspect to exist
21 in his or its favor at the time of the release of such claims, which, if known by him,
22 her, or it, might have affected his, her, or its decision(s) with respect to this
23 Settlement. With respect to any and all Released Claims, the Parties stipulate and
24 agree that, upon the Effective Date of the Settlement, Lead Plaintiffs and Defendants
25 shall expressly waive, and each of the other Class Members shall be deemed to have
26 waived, and by operation of the Judgment or the Alternate Judgment, if applicable,
27 shall have expressly waived, any and all provisions, rights, and benefits conferred
28 by any law of any state or territory of the United States, or principle of common law

1 or foreign law, which is similar, comparable, or equivalent to California Civil Code
2 §1542, which provides:

3 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
4 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT
5 TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
6 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
7 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
8 DEBTOR OR RELEASED PARTY.

9 Lead Plaintiffs and Defendants acknowledge, and each of the other Class Members
10 shall be deemed by operation of law to have acknowledged, that the foregoing
11 waiver was separately bargained for and a key element of the Settlement.

12 **PRELIMINARY APPROVAL OF SETTLEMENT**

13 2. No later than three (3) business days after the execution of this
14 Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement,
15 authorization to provide notice of the Settlement to the Class, and the scheduling of
16 a hearing for consideration of final approval of the Settlement, which motion shall
17 be unopposed by Defendants. Concurrently with the motion for preliminary
18 approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to,
19 entry of the Preliminary Approval Order, substantially in the form attached hereto
20 as Exhibit A.

21 **RELEASE OF CLAIMS**

22 3. The obligations incurred pursuant to this Stipulation are in
23 consideration of: (a) the full and final disposition of the Action as against
24 Defendants; and (b) the Releases provided for herein.

25 4. Pursuant to the Judgment, or the Alternate Judgment, if applicable,
26 without further action by anyone, upon the Effective Date of the Settlement, Lead
27 Plaintiffs and each of the other Class Members, on behalf of themselves, and their
28 respective heirs, executors, administrators, predecessors, successors, and assigns, in

1 their capacities as such, shall be deemed to have, and by operation of law and of the
2 judgment shall have, fully, finally, and forever compromised, settled, released,
3 resolved, relinquished, waived, and discharged each and every Released Plaintiffs’
4 Claim against Defendants and the other Defendants’ Releasees, and shall forever be
5 barred and enjoined from prosecuting any or all of the Released Plaintiffs’ Claims
6 against any of the Defendants’ Releasees.

7 5. Pursuant to the Judgment, or the Alternate Judgment, if applicable,
8 without further action by anyone, upon the Effective Date of the Settlement,
9 Defendants, on behalf of themselves, and their respective heirs, executors,
10 administrators, predecessors, successors, and assigns, in their capacities as such,
11 shall be deemed to have, and by operation of law and of the judgment shall have,
12 fully, finally, and forever compromised, settled, released, resolved, relinquished,
13 waived, and discharged each and every Released Defendants’ Claim against Lead
14 Plaintiffs and the other Plaintiffs’ Releasees, and shall forever be barred and
15 enjoined from prosecuting any or all of the Released Defendants’ Claims against any
16 of the Plaintiffs’ Releasees.

17 6. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment, or the
18 Alternate Judgment, if applicable, shall bar any action by any of the Parties to
19 enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate
20 Judgment, if applicable.

21 **THE SETTLEMENT CONSIDERATION**

22 7. In consideration of the settlement of the Released Plaintiffs’ Claims
23 against Defendants and the other Defendants’ Releasees, Defendants shall cause the
24 Settlement Amount to be paid into the Escrow Account within ten (10) business days
25 of the later of: (a) the date of entry by the Court of an order preliminarily approving
26 this Settlement; or (b) Defendants’ Counsel’s receipt from Lead Counsel of the
27 information necessary to effectuate a transfer of funds to the Escrow Account,
28 including wiring instructions that include the bank name and ABA routing number,

1 account name and number, and a signed Form W-9 reflecting a valid taxpayer
2 identification number for the qualified settlement fund in which the Settlement
3 Amount is to be deposited.

4 **USE OF SETTLEMENT FUND**

5 8. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice
6 and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any
7 attorneys' fees awarded by the Court; and (e) any other costs and fees approved by
8 the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement
9 Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 17-29 below.

10 9. Except as provided herein or pursuant to orders of the Court, the Net
11 Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All
12 funds held by the Escrow Agent shall be deemed to be in the custody of the Court
13 and shall remain subject to the jurisdiction of the Court until such time as the funds
14 shall be distributed or returned pursuant to the terms of this Stipulation and/or further
15 order of the Court. The Escrow Agent shall invest any funds in the Escrow Account
16 exclusively in United States Treasury Bills (or a mutual fund invested solely in such
17 instruments) and shall collect and reinvest all interest accrued thereon, except that
18 any residual cash balances up to the amount that is insured by the FDIC may be
19 deposited in any account that is fully insured by the FDIC. In the event that the yield
20 on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills,
21 all or any portion of the funds held by the Escrow Agent may be deposited in any
22 account that is fully insured by the FDIC or invested in instruments backed by the
23 full faith and credit of the United States. Additionally, if short-term placement of
24 the funds is necessary, all or any portion of the funds held by the Escrow Agent may
25 be deposited in any account that is fully insured by the FDIC or invested in
26 instruments backed by the full faith and credit of the United States.

27 10. The Parties agree that the Settlement Fund is intended to be a Qualified
28 Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that

1 Lead Counsel, as administrator of the Settlement Fund within the meaning of
2 Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or
3 causing to be filed all informational and other tax returns as may be necessary or
4 appropriate (including, without limitation, the returns described in Treasury
5 Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be
6 responsible for causing payment to be made from the Settlement Fund of any Taxes
7 owed with respect to the Settlement Fund. Defendants’ Releasees shall not have any
8 liability or responsibility for any such Taxes. Upon written request, Defendants will
9 provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-
10 3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of
11 Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are
12 necessary or advisable to carry out this paragraph, including, as necessary, making
13 a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to
14 cause the Qualified Settlement Fund to come into existence at the earliest allowable
15 date, and shall take or cause to be taken all actions as may be necessary or
16 appropriate in connection therewith.

17 11. All Taxes shall be paid out of the Settlement Fund, and shall be timely
18 paid, or caused to be paid, by Lead Counsel and without further order of the Court.
19 Any tax returns prepared for the Settlement Fund (as well as the election set forth
20 therein) shall be consistent with the previous paragraph and in all events shall reflect
21 that all Taxes on the income earned by the Settlement Fund shall be paid out of the
22 Settlement Fund as provided herein. Defendants’ Releasees shall have no
23 responsibility or liability for the acts or omissions of Lead Counsel or their agents
24 with respect to the payment of Taxes, as described herein.

25 12. The Settlement is a non-recourse settlement. Upon the occurrence of
26 the Effective Date, no Defendant, Defendants’ Releasee, or any other person or
27 entity who or which paid any portion of the Settlement Amount shall have any right
28 to the return of the Settlement Fund or any portion thereof for any reason whatsoever,

1 including without limitation, the number of Claims submitted, the collective amount
2 of Recognized Claims of Authorized Claimants (as defined in the Plan of
3 Allocation), the percentage of recovery of losses, or the amounts to be paid to
4 Authorized Claimants from the Net Settlement Fund.

5 13. Notwithstanding the fact that the Effective Date of the Settlement has
6 not yet occurred, Lead Counsel may pay from the Settlement Fund, without further
7 approval from Defendants or further order of the Court, all reasonable Notice and
8 Administration Costs actually incurred and paid or payable. Such costs and
9 expenses shall include, without limitation, the actual costs of printing and mailing
10 the Class Notice and Postcard Notice, developing the case website and posting the
11 Settlement Notice and Claim Form, publishing the Summary Settlement Notice,
12 reimbursements to nominee owners for searching and providing the names/addresses
13 of prospective Class Members for noticing or forwarding the Class Notice or
14 Postcard Notice directly to their beneficial owners, the administrative expenses
15 incurred and fees charged by the Claims Administrator in connection with providing
16 notice and administering the Settlement (including processing the submitted
17 Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement
18 is terminated pursuant to the terms of this Stipulation, all reasonable Notice and
19 Administration Costs paid or incurred shall not be returned or repaid to Defendants,
20 any of the other Defendants' Releasees, or any other person or entity who or which
21 paid any portion of the Settlement Amount.

22 **ATTORNEYS' FEES AND LITIGATION EXPENSES**

23 14. Lead Counsel will apply to the Court for a collective award of
24 attorneys' fees to Plaintiffs' Counsel to be paid solely from (and out of) the
25 Settlement Fund. Lead Counsel will also apply to the Court for payment of
26 Litigation Expenses, which may include a request for reimbursement of Lead
27 Plaintiffs' costs and expenses directly related to their representation of the Class, to
28 be paid solely from (and out of) the Settlement Fund. Lead Counsel's application

1 for an award of attorneys' fees and/or Litigation Expenses is not the subject of any
2 agreement between Defendants and Lead Plaintiffs other than what is set forth in
3 this Stipulation.

4 15. Any attorneys' fees and Litigation Expenses that are awarded by the
5 Court shall be paid to Lead Counsel immediately upon award, notwithstanding the
6 existence of any timely filed objections thereto, or potential for appeal therefrom, or
7 collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's
8 obligation to make appropriate refunds or repayments to the Settlement Fund, plus
9 accrued interest at the same net rate as is earned by the Settlement Fund, if the
10 Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of
11 any appeal or further proceedings on remand, or successful collateral attack, the
12 award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such
13 order reducing or reversing the award has become Final. Plaintiffs' Counsel shall
14 make the appropriate refund or repayment in full no later than thirty (30) days after:
15 (a) receiving from Defendants' Counsel notice of the termination of the Settlement;
16 or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation
17 Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses
18 is not a necessary term of this Stipulation and is not a condition of the Settlement
19 embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate
20 the Settlement based on this Court's or any appellate court's ruling with respect to
21 attorneys' fees and/or Litigation Expenses.

22 16. Lead Counsel shall allocate the attorneys' fees awarded amongst
23 Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the
24 contributions of such counsel to the institution, prosecution, and settlement of the
25 Action. Defendants' Releasees shall have no responsibility for or liability
26 whatsoever with respect to the allocation or award of attorneys' fees or Litigation
27 Expenses. The attorneys' fees and Litigation Expenses that are awarded to
28 Plaintiffs' Counsel shall be payable solely from the Escrow Account.

1 **NOTICE AND SETTLEMENT ADMINISTRATION**

2 17. As part of the Preliminary Approval Order, Lead Counsel shall seek
3 appointment of a Claims Administrator. The Claims Administrator shall administer
4 the Settlement, including, but not limited to, the process of receiving, reviewing, and
5 approving or denying Claims, under Lead Counsel’s supervision and subject to the
6 jurisdiction of the Court. None of the Defendants, nor any of the other Defendants’
7 Releasees, shall have any involvement in or any responsibility, authority, or liability
8 whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the
9 administration of the Settlement, the Claims process, or disbursement of the Net
10 Settlement Fund, and shall have no liability whatsoever to any person or entity,
11 including, but not limited to, Lead Plaintiffs, any other Class Members, or Lead
12 Counsel in connection with the foregoing. Defendants and Defendants’ Counsel
13 shall cooperate in the administration of the Settlement to the extent reasonably
14 necessary to effectuate its terms.

15 18. In accordance with the terms of the Preliminary Approval Order to be
16 entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the
17 Postcard Notice to those members of the Class who were previously mailed copies
18 of the Class Notices and any other potential Class Members who may be identified
19 through reasonable effort. and post the Settlement Notice and Claim Form on the
20 case website as well. Lead Counsel shall also cause the Claims Administrator to
21 have the Summary Settlement Notice published in accordance with the terms of the
22 Preliminary Approval Order to be entered by the Court.

23 19. No later than ten (10) calendar days following the filing of this
24 Stipulation with the Court, Defendants shall serve the notice required under the Class
25 Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”). Defendants are solely
26 responsible for the costs of the CAFA notice and administering the CAFA notice.
27 At least seven (7) calendar days before the Settlement Hearing, Defendants shall
28 cause to be served on Lead Counsel and filed with the Court proof, by affidavit or

1 declaration, regarding compliance with the notice requirements of CAFA. The
2 Parties agree that any delay by Defendants in timely serving the CAFA notice will
3 not provide grounds for delay of the Settlement Hearing or entry of the Judgment.

4 20. The Claims Administrator shall receive Claims and determine first,
5 whether the Claim is a valid Claim, in whole or part, and second, each Authorized
6 Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized
7 Claimant's Recognized Claim compared to the total Recognized Claims of all
8 Authorized Claimants (as set forth in the Plan of Allocation set forth in the
9 Settlement Notice attached hereto as Exhibit 1 to Exhibit A, or in such other plan of
10 allocation as the Court approves).

11 21. The Plan of Allocation proposed in the Settlement Notice is not a
12 necessary term of the Settlement or of this Stipulation and it is not a condition of the
13 Settlement or of this Stipulation that any particular plan of allocation be approved
14 by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the
15 Settlement (or this Stipulation) based on this Court's or any appellate court's ruling
16 with respect to the Plan of Allocation or any other plan of allocation in this Action.
17 No Defendant, or any of the other Defendants' Releasees, shall have any
18 involvement with or liability, obligation or responsibility whatsoever for the
19 application of the Court-approved plan of allocation.

20 22. Any Class Member who or which does not submit a valid Claim will
21 not be entitled to receive any distribution from the Net Settlement Fund, but will
22 otherwise be bound by all of the terms of this Stipulation and the Settlement,
23 including the terms of the Judgment or, the Alternate Judgment, if applicable, to be
24 entered in the Action and the Releases provided for herein and therein, and will be
25 permanently barred and enjoined from bringing any action, claim, or other
26 proceeding of any kind against the Defendants' Releasees with respect to the
27 Released Plaintiffs' Claims in the event that the Effective Date occurs with respect
28 to the Settlement.

1 23. Lead Counsel shall be responsible for supervising the administration of
2 the Settlement and the disbursement of the Net Settlement Fund subject to Court
3 approval. No Defendant, or any other Defendants' Releasee, shall be permitted to
4 review, contest, or object to any Claim, or any decision of the Claims Administrator
5 or Lead Counsel with respect to accepting or rejecting any Claim for payment. Lead
6 Counsel shall have the right, but not the obligation, to waive what it deems to be
7 formal or technical defects in any Claims submitted in the interests of achieving
8 substantial justice.

9 24. For purposes of determining the extent, if any, to which a Class
10 Member shall be entitled to be treated as an Authorized Claimant, the following
11 conditions shall apply:

12 (a) Each Claimant shall be required to submit a Claim in paper form,
13 substantially in the form attached hereto as Exhibit 3 to Exhibit A, or in electronic
14 form, in accordance with the instructions for the submission of such Claims, and
15 supported by such documents as are designated therein, including proof of the
16 Claimant's loss, or such other documents or proof as the Claims Administrator or
17 Lead Counsel, in their discretion, may deem acceptable;

18 (b) All Claims must be submitted by the date set by the Court in the
19 Preliminary Approval Order and specified in the Postcard Notice and Settlement
20 Notice. Any Class Member who fails to submit a Claim by such date shall be forever
21 barred from receiving any distribution from the Net Settlement Fund or payment
22 pursuant to this Stipulation (unless by Order of the Court such Class Member's
23 Claim is accepted), but shall in all other respects be bound by all of the terms of this
24 Stipulation and the Settlement, including the terms of the Judgment or Alternate
25 Judgment, if applicable, and the Releases provided for herein and therein, and will
26 be permanently barred and enjoined from bringing any action, claim, or other
27 proceeding of any kind against any Defendants' Releasees with respect to any
28 Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission

1 deadline, a Claim Form shall be deemed to be submitted when postmarked, if
2 received with a postmark indicated on the envelope and if mailed by first-class mail
3 and addressed in accordance with the instructions thereon. In all other cases, the
4 Claim Form shall be deemed to have been submitted on the date when actually
5 received by the Claims Administrator;

6 (c) Each Claim shall be submitted to and reviewed by the Claims
7 Administrator who shall determine in accordance with this Stipulation and the plan
8 of allocation the extent, if any, to which each Claim shall be allowed, subject to
9 review by the Court pursuant to subparagraph (e) below as necessary;

10 (d) Claims that do not meet the submission requirements may be
11 rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator
12 shall communicate with the Claimant in writing, to give the Claimant the chance to
13 remedy any curable deficiencies in the Claim submitted. The Claims Administrator
14 shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims
15 Administrator proposes to reject in whole or in part, setting forth the reasons
16 therefor, and shall indicate in such notice that the Claimant whose Claim is to be
17 rejected has the right to a review by the Court if the Claimant so desires and complies
18 with the requirements of subparagraph (e) below; and

19 (e) If any Claimant whose Claim has been rejected in whole or in
20 part desires to contest such rejection, the Claimant must, within twenty (20) days
21 after the date of mailing of the notice required in subparagraph (d) above or a lesser
22 time period if the Claim was untimely, serve upon the Claims Administrator a notice
23 and statement of reasons indicating the Claimant's grounds for contesting the
24 rejection along with any supporting documentation, and requesting a review thereof
25 by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead
26 Counsel shall thereafter present the request for review to the Court.

27 25. Each Claimant shall be deemed to have submitted to the jurisdiction of
28 the Court with respect to the Claimant's Claim, and the Claim will be subject to

1 investigation and discovery under the Federal Rules of Civil Procedure, provided,
2 however, that such investigation and discovery shall be limited to that Claimant's
3 status as a Class Member and the validity and amount of the Claimant's Claim. No
4 discovery shall be allowed on the merits of this Action or of the Settlement in
5 connection with the processing of Claims.

6 26. Lead Counsel will apply to the Court, on notice to Defendants' Counsel,
7 for a Class Distribution Order: (a) approving the Claims Administrator's
8 administrative determinations concerning the acceptance and rejection of the Claims
9 submitted; (b) approving payment of any administration fees and expenses
10 associated with the administration of the Settlement from the Escrow Account; and
11 (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund
12 to Authorized Claimants from the Escrow Account.

13 27. Payment pursuant to the Class Distribution Order shall be final and
14 conclusive against all Claimants. All Class Members whose Claims are not
15 approved by the Court for payment shall be barred from participating in distributions
16 from the Net Settlement Fund, but otherwise shall be bound by all of the terms of
17 this Stipulation and the Settlement, including the terms of the Judgment or Alternate
18 Judgment, if applicable, to be entered in this Action and the Releases provided for
19 herein and therein, and will be permanently barred and enjoined from bringing any
20 action against any and all Defendants' Releasees with respect to any and all of the
21 Released Plaintiffs' Claims.

22 28. No person or entity shall have any claim against Lead Plaintiffs,
23 Plaintiffs' Counsel, the Claims Administrator, or any other agent designated by Lead
24 Counsel, or Defendants' Releasees and/or their respective counsel, arising from
25 distributions made substantially in accordance with the Stipulation, the plan of
26 allocation approved by the Court, or any order of the Court. Lead Plaintiffs and
27 Defendants, and their respective counsel, and Lead Plaintiffs' damages expert and
28 all other Releasees shall have no liability whatsoever for the investment or

1 distribution of the Settlement Fund or the Net Settlement Fund, the plan of
2 allocation, or the determination, administration, calculation, or payment of any claim
3 or nonperformance of the Claims Administrator, the payment or withholding of taxes
4 (including interest and penalties) owed by the Settlement Fund, or any losses
5 incurred in connection therewith.

6 29. All proceedings with respect to the administration, processing, and
7 determination of Claims and the determination of all controversies relating thereto,
8 including disputed questions of law and fact with respect to the validity of Claims,
9 shall be subject to the jurisdiction of the Court. All Class Members, other Claimants,
10 and parties to this Settlement expressly waive trial by jury (to the extent any such
11 right may exist) and any right of appeal or review with respect to such
12 determinations.

13 **TERMS OF THE JUDGMENT**

14 30. If the Settlement contemplated by this Stipulation is approved by the
15 Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a
16 Judgment, substantially in the form attached hereto as Exhibit B.

17 **CONDITIONS OF SETTLEMENT AND EFFECT OF**
18 **DISAPPROVAL, CANCELLATION, OR TERMINATION**

19 31. The Effective Date of the Settlement shall be deemed to occur on the
20 occurrence or waiver of all of the following events:

21 (a) the Court has entered the Preliminary Approval Order,
22 substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2
23 above;

24 (b) the Settlement Amount has been deposited into the Escrow
25 Account in accordance with the provisions of ¶ 7 above;

26 (c) Defendants have not exercised their option to terminate the
27 Settlement pursuant to the provisions of this Stipulation;

1 (d) Lead Plaintiffs have not exercised their option to terminate the
2 Settlement pursuant to the provisions of this Stipulation; and

3 (e) the Court has approved the Settlement as described herein,
4 following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal
5 Rules of Civil Procedure, and entered the Judgment and the Judgment has become
6 Final, or the Court has entered an Alternate Judgment and neither Lead Plaintiffs nor
7 Defendants seek to terminate the Settlement and the Alternate Judgment has become
8 Final.

9 32. Upon the occurrence of all of the events referenced in ¶ 31 above, any
10 and all remaining interest or right of Defendants or their insurance carriers in or to
11 the Settlement Fund, if any, shall be absolutely and forever extinguished and the
12 Releases herein shall be effective.

13 33. If (i) Defendants exercise their right to terminate the Settlement as
14 provided in this Stipulation or exercise their right to terminate the Settlement in
15 accordance with terms set forth in the Supplemental Agreement (which shall be filed
16 under seal with the Court if required as per the terms of the Supplemental
17 Agreement); (ii) Lead Plaintiffs exercise their right to terminate the Settlement as
18 provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the
19 Effective Date as to the Settlement otherwise fails to occur, then:

20 (a) The Settlement and the relevant portions of this Stipulation shall
21 be canceled and terminated.

22 (b) Lead Plaintiffs and Defendants shall revert to their respective
23 positions in the Action as of May 31, 2024.

24 (c) The terms and provisions of this Stipulation, with the exception
25 of this ¶ 33 and ¶¶ 13, 15, 36, 55, and 56 shall have no further force and effect with
26 respect to the Parties and shall not be used in the Action or in any other proceeding
27 for any purpose, and any Judgment, or Alternate Judgment, if applicable, or order
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1 entered by the Court in accordance with the terms of this Stipulation shall be treated
2 as vacated, *nunc pro tunc*.

3 (d) Within five (5) business days after joint written notification of
4 termination is sent by Defendants’ Counsel and Lead Counsel to the Escrow Agent,
5 the Settlement Fund (including accrued interest thereon, and change in value as a
6 result of the investment of the Settlement Fund, and any funds received by Lead
7 Counsel consistent with ¶ 15 above), less any Notice and Administration Costs
8 actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be
9 refunded by the Escrow Agent to Defendants (or such other persons or entities as
10 Defendants may direct). In the event that the funds received by Lead Counsel
11 consistent with ¶ 15 above have not been refunded to the Settlement Fund within the
12 five (5) business days specified in this paragraph, those funds shall be refunded by
13 the Escrow Agent to Defendants (or such other persons or entities as Defendants
14 may direct) immediately upon their deposit into the Escrow Account consistent with
15 ¶ 15 above.

16 34. It is further stipulated and agreed that Lead Plaintiffs and Defendants
17 shall each have the right to terminate the Settlement and this Stipulation, by
18 providing written notice of their election to do so (“Termination Notice”) to the other
19 Parties to this Stipulation within thirty (30) days of: (a) the Court’s final refusal to
20 enter the Preliminary Approval Order in any material respect; (b) the Court’s final
21 refusal to approve the Settlement or any material part thereof; (c) the Court’s final
22 refusal to enter the Judgment in any material respect as to the Settlement; (d) the
23 date upon which the Judgment is modified or reversed in any material respect by the
24 United States Court of Appeals for the Ninth Circuit or the United States Supreme
25 Court; or (e) the date upon which an Alternate Judgment is modified or reversed in
26 any material respect by the United States Court of Appeals for the Ninth Circuit or
27 the United States Supreme Court, and the provisions of ¶ 33 above shall apply.

28 However, any decision or proceeding, whether in this Court or any appellate court,
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OF SETTLEMENT

1 with respect to an application for an award of attorneys' fees or Litigation Expenses
2 or with respect to any plan of allocation shall not be considered material to the
3 Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if
4 applicable, and shall not be grounds for termination of the Settlement.

5 35. In addition to the grounds set forth in ¶ 34 above, Lead Plaintiffs shall
6 also have the right to terminate the Settlement in the event that the Settlement
7 Amount has not been paid as provided for in ¶ 7 above, but only if (a) Lead Counsel
8 have first notified Defendants' Counsel in writing of Lead Plaintiffs' intent to
9 terminate pursuant to this paragraph, and (b) the entire Settlement Amount is not
10 deposited in the Escrow Account within five (5) business days after Lead Counsel
11 have provided such written notice. This remedy is not exclusive; Lead Plaintiffs
12 also have the option to enforce the terms of the Settlement, including Defendants'
13 obligations under ¶ 7.

14 **NO ADMISSION OF WRONGDOING**

15 36. Neither this Stipulation (whether or not consummated), including the
16 exhibits hereto and the Plan of Allocation contained therein (or any other plan of
17 allocation that may be approved by the Court), the negotiations leading to the
18 execution of this Stipulation, nor any proceedings taken pursuant to or in connection
19 with this Stipulation and/or approval of the Settlement (including any arguments
20 proffered in connection therewith):

21 (a) shall be offered against any of the Defendants' Releasees as
22 evidence of, or construed as, or deemed to be evidence of any presumption,
23 concession, or admission by any of the Defendants' Releasees with respect to the
24 truth of any fact or allegation that was or could have been asserted by Lead Plaintiffs,
25 that any claim that was or could have been asserted was meritorious, or that any
26 defense that was or could have been asserted was without merit in this Action or in
27 any other litigation, or of any liability, negligence, fault, or other wrongdoing of any
28 kind of any of the Defendants' Releasees, or in any way referred to for any other

1 reason as against any of the Defendants' Releasees, in any arbitration proceeding or
2 other civil, criminal, or administrative action or proceeding, other than such
3 proceedings as may be necessary to effectuate the provisions of this Stipulation;

4 (b) shall be offered against any of the Plaintiffs' Releasees as
5 evidence of, or construed as, or deemed to be evidence of any presumption,
6 concession, or admission by any of the Plaintiffs' Releasees that any of their claims
7 are without merit, that any of the Defendants' Releasees had meritorious defenses,
8 or that damages recoverable under the Complaint would not have exceeded the
9 Settlement Amount, or with respect to any liability, negligence, fault, or wrongdoing
10 of any kind, or in any way referred to for any other reason as against any of the
11 Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or
12 administrative action or proceeding, other than such proceedings as may be
13 necessary to effectuate the provisions of this Stipulation; or

14 (c) shall be construed against any of the Releasees as an admission,
15 concession, or presumption that the consideration to be given hereunder represents
16 the amount which could be or would have been recovered after trial;
17 *provided, however*, that if this Stipulation is approved by the Court, the Parties and
18 the Releasees and their respective counsel may refer to it to effectuate the protections
19 from liability granted hereunder or otherwise to enforce the terms of the Settlement.

20 **MISCELLANEOUS PROVISIONS**

21 37. All of the exhibits attached hereto are hereby incorporated by reference
22 as though fully set forth herein. Notwithstanding the foregoing, in the event that
23 there exists a conflict or inconsistency between the terms of this Stipulation and the
24 terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

25 38. In the event of the entry of a final order of a court of competent
26 jurisdiction determining the transfer of money to the Settlement Fund or any portion
27 thereof by or on behalf of Defendants to be a preference, voidable transfer,
28 fraudulent transfer, or similar transaction and any portion thereof is required to be

1 returned, and such amount is not promptly deposited into the Settlement Fund by
2 others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall
3 jointly move the Court to vacate and set aside the Releases given and the Judgment
4 or Alternate Judgment, if applicable, entered in favor of Defendants and the other
5 Releasees pursuant to this Stipulation, in which event the Releases and Judgment, or
6 Alternate Judgment, if applicable, shall be null and void, and the Parties shall be
7 restored to their respective positions in the litigation as provided in ¶ 33 above and
8 any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with
9 respect to the Settlement Fund and less any Notice and Administration Costs actually
10 incurred, paid, or payable) shall be returned as provided in ¶ 33 above.

11 39. The Parties intend this Stipulation and the Settlement to be a final and
12 complete resolution of all disputes asserted or which could be asserted by Lead
13 Plaintiffs and any other Class Members against the Defendants' Releasees with
14 respect to the Released Plaintiffs' Claims. No Party shall assert any claims of any
15 violation of Rule 11 of the Federal Rules of Civil Procedure relating to the
16 institution, prosecution, defense, or settlement of this Action. The Parties agree that
17 the amount paid and the other terms of the Settlement were negotiated at arm's
18 length and in good faith by the Parties, and reflect the Settlement that was reached
19 voluntarily after extensive negotiations and consultation with experienced legal
20 counsel, who were fully competent to assess the strengths and weaknesses of their
21 respective clients' claims or defenses.

22 40. While retaining their right to deny that the claims asserted in the Action
23 were meritorious, Defendants and their counsel, in any statement made to any media
24 representative (whether or not for attribution), will not assert that the Action was
25 commenced or prosecuted in bad faith, nor will they deny that the Action was
26 commenced and prosecuted in good faith and is being settled voluntarily after
27 consultation with competent legal counsel. Similarly, while retaining their right to
28 deny that the defenses asserted in the Action were meritorious, Lead Plaintiffs and

1 their counsel will not assert that the Action was defended in bad faith, nor will they
2 deny that the Action was defended in good faith and is being settled voluntarily after
3 consultation with competent legal counsel. In all events, Lead Plaintiffs and their
4 counsel and Defendants and their counsel shall not make any accusations of
5 wrongful or actionable conduct by any Party concerning the prosecution, defense,
6 and resolution of the Action, and shall not otherwise suggest that the Settlement
7 constitutes an admission of any claim or defense alleged.

8 41. The terms of the Settlement, as reflected in this Stipulation, may not be
9 modified or amended, nor may any of its provisions be waived except by a writing
10 signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-
11 interest).

12 42. The headings herein are used for the purpose of convenience only and
13 are not meant to have legal effect.

14 43. The administration and consummation of the Settlement as embodied
15 in this Stipulation shall be under the authority of the Court, and the Court shall retain
16 jurisdiction for the purpose of entering orders providing for awards of attorneys' fees
17 and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this
18 Stipulation, including the Plan of Allocation (or such other plan of allocation as may
19 be approved by the Court) and the distribution of the Net Settlement Fund to Class
20 Members.

21 44. The waiver by one Party of any breach of this Stipulation by any other
22 Party shall not be deemed a waiver of any other prior or subsequent breach of this
23 Stipulation.

24 45. This Stipulation and its exhibits and the Supplemental Agreement
25 constitute the entire agreement among Lead Plaintiffs and Defendants concerning
26 the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no
27 other agreements, representations, warranties, or inducements have been made by
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1 any Party hereto concerning this Stipulation and its exhibits other than those
2 contained and memorialized in such documents.

3 46. This Stipulation may be executed in one or more counterparts,
4 including by signature transmitted via facsimile, or by a .pdf/.tif image of the
5 signature transmitted via email. All executed counterparts and each of them shall be
6 deemed to be one and the same instrument.

7 47. This Stipulation shall be binding upon and inure to the benefit of the
8 successors and assigns of the Parties, including any and all Releasees and any
9 corporation, partnership, or other entity into or with which any Party hereto may
10 merge, consolidate, or reorganize.

11 48. The construction, interpretation, operation, effect, and validity of this
12 Stipulation, its exhibits, the Supplemental Agreement, and all documents necessary
13 to effectuate the Settlement, shall be governed by the internal laws of the State of
14 California without regard to conflicts of laws, except to the extent that federal law
15 requires that federal law govern.

16 49. Any action arising under or to enforce this Stipulation, its exhibits, or
17 any portion thereof, shall be commenced and maintained only in the Court.

18 50. This Stipulation and its exhibits shall not be construed more strictly
19 against one Party than another merely by virtue of the fact that it, or any part of it,
20 may have been prepared by counsel for one of the Parties, it being recognized that it
21 is the result of arm's-length negotiations between the Parties and all Parties have
22 contributed substantially and materially to the preparation of this Stipulation.

23 51. All counsel and any other person executing this Stipulation and any of
24 the exhibits hereto, or any related Settlement documents, warrant and represent that
25 they have the full authority to do so and that they have the authority to take
26 appropriate action required or permitted to be taken pursuant to the Stipulation to
27 effectuate its terms.

1 If to Defendants or Defendants' KEKER, VAN NEST & PETERS LLP
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13 54. Except as otherwise provided herein, each Party shall bear its own
 14 costs.

15 55. Whether or not the Stipulation is approved by the Court and whether or
 16 not the Stipulation is consummated, or the Effective Date occurs, the Parties and
 17 their counsel shall use their best efforts to keep all negotiations, discussions, acts
 18 performed, agreements, drafts, documents signed, and proceedings in connection
 19 with the Stipulation confidential, except where disclosure may be required by law.

20 56. All agreements made and orders entered during the course of this
 21 Action relating to the confidentiality of information shall survive this Settlement.

22 57. No opinion or advice concerning the tax consequences of the proposed
 23 Settlement to individual Class Members is being given or will be given by the Parties
 24 or their counsel; nor is any representation or warranty in this regard made by virtue
 25 of this Stipulation. Each Class Member's tax obligations, and the determination
 26 thereof, are the sole responsibility of the Class Member, and it is understood that the
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1 tax consequences may vary depending on the particular circumstances of each
2 individual Class Member.

3 **IN WITNESS WHEREOF**, the Parties hereto have caused this Stipulation
4 to be executed, by their duly authorized attorneys, as of June 17, 2024.

5 **BERNSTEIN LITOWITZ BERGER**
6 **& GROSSMANN LLP**

7
8 */s/ Jonathan D. Uslaner*
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23 *GmbH and Lead Counsel for the Class*
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Attorneys for Defendants

Appendix A

**Exhibit 6
Timely Requests for Exclusion Received**

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
1	Online	William R. Ackerman			Punta Gorda	FL	U.S.	1/22/2024
2	Online	William Ackerman C/F Paige C. Ackerman ITMA	William Ackerman C/F Paige C. Ackerman ITMA		Punta Gorda	FL	U.S.	1/22/2024
3	Online	William Ackerman & Laurie Ackerman Ten Ent	William Ackerman & Laurie Ackerman Ten Ent		Punta Gorda	FL	U.S.	1/22/2024
4	Online	Rosemary Alexandre			Anaheim	CA	U.S.	1/18/2024
5	Online	Barry T. Altazin			Baton Rouge	LA	U.S.	1/16/2024
6	Online	Donna Lee Amado			Roseville	CA	U.S.	1/28/2024
7	Online	Tammy L. Arner			Mohnton	PA	U.S.	1/14/2024
8	Mailed	Margaret E. Avery			Gretna	NE	U.S.	1/29/2024
9	Online	Avocado Money Pit		Maria Kunde	Fallbrook	CA	U.S.	1/17/2024
10	Online	David M. Bachman			Washington	DC	U.S.	1/17/2024
11	Online	Raymond G. Baisch		Edward D. Jones & Co.	Lee's Summit	MO	U.S.	1/21/2024
12	Online	Betty Jo Bellis			Norman	OK	U.S.	1/22/2024
13	Online	Michael M. Bennett			Grand Rapids	MI	U.S.	1/18/2024
14	Online	Mary A. Borkowski			Ann Arbor	MI	U.S.	1/18/2024
15	Online	Gary L. Bowerman			Hilton Head Island	SC	U.S.	12/28/2023
16	Online	John K. Boyd			Dakota	IL	U.S.	1/11/2024
17	Online	Brian Braun			Collinsville	IL	U.S.	1/18/2024
18	Online	Mary K. Brogan			Bradenton	FL	U.S.	12/27/2023
19	Online	Mark Browning			Toronto	ON	Canada	1/17/2024
20	Emailed	John Burke			Milwaukee	WI	U.S.	1/15/2024
21	Online	Jay Alfred Burrows			Woodburn	OR	U.S.	1/20/2024
22	Online	Leslie M. Byrne, Trustee			San Leandro	CA	U.S.	1/19/2024
23	Online	John Thomas Byrne			Lansing	MI	U.S.	1/23/2024
24	Online	Nancy Lynne Cates			Greenfield	MA	U.S.	1/20/2024
25	Online	Suzanne Pierson Chaffin			Estancia	NM	U.S.	1/16/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
26	Online	Hsiang-Fu Chen			Rego Park	NY	U.S.	1/18/2024
27	Online	Nancy V. Christensen Revocable Trust			Libertyville	IL	U.S.	1/17/2024
28	Online	Nancy V. Christensen			Libertyville	IL	U.S.	1/17/2024
29	Online	James Ciancia			Utica	NY	U.S.	1/17/2024
30	Online	Charles F. Clark	Carolyn S. Clark		Katy	TX	U.S.	1/19/2024
31	Online	Linda L. Clark			Santa Clara	UT	U.S.	1/26/2024
32	Online	Gregory R. Cobb, Trustee	Lyn E. Cobb, Trustee		San Diego	CA	U.S.	1/23/2024
33	Online	Paul A. Cockrell			Walnut	CA	U.S.	1/11/2024
34	Online	James C. Collins			Ramona	CA	U.S.	1/19/2024
35	Online	Lawrence Cordeiro			Newark	DE	U.S.	1/19/2024
36	Online	James L. Dague	Eileen Dague		Granville	VT	U.S.	12/29/2023
37	Mailed	William Dannemiller	Sandra Dannemiller		Akron	OH	U.S.	1/22/2024
38	Online	Thomas H. Davies			Salem	OR	U.S.	1/23/2024
39	Online	Danielle Marie Davis			Ogdensburg	NY	U.S.	1/14/2024
40	Online	Bernard Debrock			Chaffee	MO	U.S.	1/25/2024
41	Online	Boyd Glen Dejong			Baxter	IA	U.S.	1/24/2024
42	Online	Suzanne T. Delgado			Culpepper	VA	U.S.	1/12/2024
43	Online	Jacqueline H. Derbyshire	Duncan M. Derbyshire		Nassau, New Providence		Bahamas	1/24/2024
44	Online	Roseanne Deriso			Indio	CA	U.S.	1/26/2024
45	Mailed	Cheri L. Detweiler			Bend	OR	U.S.	1/23/2024
46	Online	Max E. Dial			Indian Wells	CA	U.S.	1/19/2024
47	Online	Noella Dietz			Cooper City	FL	U.S.	1/27/2024
48	Online	Bradley Dixon			Tigard	OR	U.S.	1/25/2024
49	Online	Daniel E. Donaldson III			Lynbrook	NY	U.S.	12/26/2023
50	Online	Elan Duke			Fort Lauderdale	FL	U.S.	1/15/2024
51	Online	Bonnie May Edwards			Richardson	TX	U.S.	1/23/2024
52	Online	Lynnwood Robosson Elliott			Romney	WV	U.S.	1/24/2024
53	Online	William Dee Eubank			Aubrey	TX	U.S.	1/11/2024
54	Mailed	Florence Evans			Ellicott City	MD	U.S.	1/18/2024
55	Online	Carol J. Fairbanks			Wyoming	IL	U.S.	1/20/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
56	Online	Shirley A. Faler			Coshocton	OH	U.S.	1/19/2024
57	Online	Erica Farrell			Cartersville	GA	U.S.	1/18/2024
58	Online	William James Fine			Mantoloking	NJ	U.S.	1/17/2024
59	Online	E. Michael Fluker	Arlene S. Fluker		Cypress	TX	U.S.	1/23/2024
60	Online	Patrick J. Flynn			Oldsmar	FL	U.S.	1/23/2024
61	Online	Pamela Fowler	Steen Asmussen		Oak Island	NC	U.S.	1/24/2024
62	Online	Arla Ann Foye	David M. Foye		Lacrosse	WI	U.S.	1/20/2024
63	Online	Wallace B. Frank III			Vail	CO	U.S.	1/16/2024
64	Online	Nancy A. Friye			Quincy	IL	U.S.	1/17/2024
65	Online	Deborah A. Fuson			Cabot	AR	U.S.	1/17/2024
66	Online	Roberta W. Garcia	Kenneth P. Garcia		Eagle	ID	U.S.	1/29/2024
67	Online	Daryl W. Garoutte			Coweta	OK	U.S.	1/23/2024
68	Online	Hadia Debs Ghandour			Geneva		Switzerland	1/29/2024
69	Online	Kenneth I. Gibson			Mission	TX	U.S.	1/18/2024
70	Online	Lola M. Gibson			Mission	TX	U.S.	1/18/2024
71	Mailed	Janet D. Gortz			Westlake	OH	U.S.	1/29/2024
72	Online	Denis Reginald Grimard			Bonita Springs	FL	U.S.	12/27/2023
73	Online	Charles R. Grosjean			North Kingston	RI	U.S.	1/23/2024
74	Online	Mary Margaret Gunn			Warner Robins	GA	U.S.	1/17/2024
75	Online	Robert B. Hagge			Thornton	CO	U.S.	1/29/2024
76	Mailed	Gloria T. Hampton			Sylmar	CA	U.S.	1/19/2024
77	Online	Erica Mary Harris			Ancaster	ON	Canada	1/17/2024
78	Online	Kathleen A. Harrison			Napa	CA	U.S.	1/19/2024
79	Online	Sandra Lynn Hemphill			Haslet	TX	U.S.	1/19/2024
80	Online	Carlos Alberto Herrera			Mississauga	ON	Canada	1/29/2024
81	Online	Donald E. Hines			Geneva	NY	U.S.	12/26/2023
82	Mailed	Taeko Hoffman	Jack Hoffman		Santa Barbara	CA	U.S.	1/26/2024
83	Online	James R. Hornby	Linda M. Hornby		Elmsford	NY	U.S.	1/15/2024
84	Online	Linda M. Hornby			Elmsford	NY	U.S.	1/15/2024
85	Online	Florence Miao Yu Hu			Zurich		Switzerland	1/29/2024
86	Online	Andrew Shane Huang			Kalamazoo	MI	U.S.	1/21/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
87	Online	Laura Huston			Elk River	MN	U.S.	1/23/2024
88	Online	CQ Investments		John O'Sullivan	Scart, Farranfore, Killarney	County Kerry	Ireland	12/12/2023
89	Mailed	Wendy A. Jamison	Gord R. Jamison		Peterborough	ON	Canada	1/23/2024
90	Mailed	Judith Jaqueth			Salisbury	MD	U.S.	1/26/2024
91	Mailed	Katherine Jarvis			Rockford	IL	U.S.	1/26/2024
92	Online	Eric Alejandro Hernandez Jasso			San Pedro Garza Garcia	Nuevo León	Mexico	1/12/2024
93	Online	Christina Rae Jerger			Lakewood	CO	U.S.	1/18/2024
94	Online	Catherine W. Johnson, Trustee			Jamaica Plain	MA	U.S.	1/26/2024
95	Online	Gregory E. Johnson			Hansville	WA	U.S.	1/23/2024
96	Online	Eloise W. Kath	John E. Kath		Milton	WI	U.S.	1/19/2024
97	Mailed	James Edward Kelm			Greensburg	PA	U.S.	12/6/2023
98	Online	Barbara Payne Kennard	Kenneth B. Millican		Dallas	TX	U.S.	1/12/2024
99	Online	Henky J. Khoe			Brighton	MI	U.S.	1/16/2024
100	Online	Monty F. Kitchens	Tammy E. Kitchens		Greenwood	SC	U.S.	1/29/2024
101	Online	Eugene M. Klimko			Powell	OH	U.S.	1/20/2024
102	Online	Theresa R. Knight (Estate)			Stockbridge	GA	U.S.	1/28/2024
103	Online	Marjorie A. Knock (Deceased) IRA	FBO Therese A. Mendenhall		Kirkland	WA	U.S.	1/20/2024
104	Online	Arvin Ko			Frisco	TX	U.S.	1/3/2024
105	Online	Theodore R. Koons, Jr	Lillian Joyce Koons		Westminster	MD	U.S.	1/23/2024
106	Mailed	William J. Krizsan			Twinsburg	OH	U.S.	1/24/2024
107	Online	Eileen Kropf			Glendale	NY	U.S.	1/23/2024
108	Online	Dianna Lamar			Brentwood	CA	U.S.	1/25/2024
109	Online	Philip Edward Lamoureux			Centerville	OH	U.S.	1/22/2024
110	Online	Arnold Larson			San Jose	CA	U.S.	1/18/2024
111	Online	Thomas John Leach			Hartford	WI	U.S.	1/19/2024
112	Online	Howard A. Lee, Jr.			Aubrey	TX	U.S.	1/12/2024
113	Online	Susan Levesque			Toronto	ON	Canada	1/23/2024
114	Online	David J. Lewis			Peru	IN	U.S.	1/13/2024
115	Online	Scott Mckay Lilja			Salt Lake City	UT	U.S.	1/23/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
116	Mailed	Gary Oak Lodholm			Gig Harbor	WA	U.S.	1/20/2024
117	Mailed	Darrell Ernest Lokken			Aberdeen	WA	U.S.	1/29/2024
118	Online	Sandra L. Losi			Hamden	CT	U.S.	1/29/2024
119	Online	Hans Renant Louis			Lawrenceville	GA	U.S.	1/29/2024
120	Online	Bruce A. Lowe			Missouri City	TX	U.S.	1/18/2024
121	Online	Duane Earl Lynn			Manchester	NY	U.S.	1/17/2024
122	Online	Kimberlee Pepoon Mabry			Clayton	NC	U.S.	1/17/2024
123	Mailed	Alexander R. Mackenzie			Lauderhill	FL	U.S.	12/4/2023
124	Online	Manuel R. Maloyo			Cerritos	CA	U.S.	1/13/2024
125	Online	Carl K. Mann			St. Louis	MO	U.S.	12/29/2023
126	Mailed	Marion Marano			Philadelphia	PA	U.S.	1/17/2024
127	Online	Eleanor Farishtah Martinez			Laredo	TX	U.S.	1/11/2024
128	Online	Linda M Mascuch			Parma	ID	U.S.	1/12/2024
129	Online	John Stephen Mathews			Nunawading	Victoria	Australia	1/9/2024
130	Online	Charles David McCullough	Cezanne McCullough		Wichita Falls	TX	U.S.	1/23/2024
131	Online	Sandra McDonald			Hampton	VA	U.S.	12/20/2023
132	Mailed	June Mead			Crestview	FL	U.S.	1/18/2024
133	Online	Anne Mecherikunnel			Arlington	VA	U.S.	1/27/2024
134	Online	Janet Meyer			Wichita	KS	U.S.	1/23/2024
135	Online	David James Mitchell			Houston	TX	U.S.	1/27/2024
136	Online	Thomas J. Molitor (Deceased)			O'Fallon	IL	U.S.	1/29/2024
137	Online	Mark B. Moore	Colleen B. Moore		Fishers	IN	U.S.	1/23/2024
138	Online	Della May Moulson, Trustee U/A Dtd Oct 23, 1996			Hennessey	OK	U.S.	1/26/2024
139	Online	Paul A. Murray	Debra J. Murray		Sebring	FL	U.S.	1/24/2024
140	Online	Elizabeth A. Myers			Butternut	WI	U.S.	1/25/2024
141	Mailed	Hallie James Newton III			Richland	WA	U.S.	1/16/2024
142	Online	Michael Terry Nichols	Diane Gibbs Nichols		Sanger	TX	U.S.	1/23/2024
143	Online	Joseph P. Nizolak Jr.	Ruth-Marie Nizolak		The Villages	FL	U.S.	1/19/2024
144	Online	Carole Lee Noss			Tulsa	OK	U.S.	1/18/2024
145	Online	Willa D. Oakley	Kim Oakley Masters, Beneficiary		Cayce	SC	U.S.	1/28/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
146	Mailed	Shinako Ogawara	Toko Ogawara		Tokyo		Japan	1/4/2024
147	Online	David Alan Ohlhauser			Shoreview	MN	U.S.	1/18/2024
148	Online	Leslie Oleck			Carmel	IN	U.S.	1/23/2024
149	Online	Nicholas H. Omirly			Charlotte	NC	U.S.	1/18/2024
150	Online	David M. Otto			Eppelheim		Germany	1/11/2024
151	Online	Nancy G. Papadopoulos	Timotheos Papadopoulos		Jamison	PA	U.S.	1/17/2024
152	Online	Leonard Armstead Parker			Mystic	CT	U.S.	1/19/2024
153	Online	George Moran Parson			New York	NY	U.S.	1/29/2024
154	Online	Susan Passmore DBA Dividend Divas A Stock Club	All Partners		Madison	WI	U.S.	1/17/2024
155	Online	Bruce Edward Peetz			Los Gatos	CA	U.S.	1/25/2024
156	Online	Stephen Petersen			Kirkland	WA	U.S.	1/23/2024
157	Online	Marcia Stauss Petersen	Steve Petersen		Kirkland	WA	U.S.	1/23/2024
158	Online	Susan Dawn Pfefferman			Columbia	KY	U.S.	1/22/2024
159	Online	Helga Piel			New York	NY	U.S.	1/22/2024
160	Online	William P. Pierce	Miriam E. Pierce		Benicia	CA	U.S.	1/19/2024
161	Online	Phillip Pistolarides			Powhatan	VA	U.S.	1/15/2024
162	Online	Plainfield Christian Church			Plainfield	IN	U.S.	1/23/2024
163	Online	Charles E. Post	Opt-Out as Individual/Joint/or as Trustee		Ypsilanti	MI	U.S.	1/28/2024
164	Online	Eileen T. Post	Opt-Out as Individual/Joint/or as Trustee		Ypsilanti	MI	U.S.	1/28/2024
165	Online	Marjory D. Powers (Deceased) IRA			Houston	TX	U.S.	1/20/2024
166	Mailed	Joseph Harry Raby	Carmelita Ocampo Raby (Deceased), Joseph & Carmelita Raby Family Trust DTD 07-07-01, Joseph H. Raby, Trustee		San Diego	CA	U.S.	1/17/2024
167	Online	Robert M. Raible	Nancy A. Raible		Louisville	KY	U.S.	1/23/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
168	Online	Harriet Lynn Randon			Kalispell	MT	U.S.	1/27/2024
169	Online	Marcy Beth Ravdin			Coral Springs	FL	U.S.	1/23/2024
170	Online	Carolyn Lee Robbins			La Mesa	CA	U.S.	1/19/2024
171	Online	Wayne E. Rogoski	Jan S. Rogoski		Skokie	IL	U.S.	1/23/2024
172	Online	Gerald Lester Rossow	Jerry Rossow		Woodbury	WI	U.S.	1/22/2024
173	Online	Keith Rudeen			Elm Creek	NE	U.S.	1/26/2024
174	Online	Nancy L. Rudeen			Elm Creek	NE	U.S.	1/26/2024
175	Online	Dennis Irwin Schut			Moxee	WA	U.S.	1/26/2024
176	Online	Daniel Seehafer			Kronenwetter	WI	U.S.	12/1/2023
177	Online	David Ian Semple			New Glasgow	NS	Canada	1/27/2024
178	Online	Patrick Shanahan			Glenview	KY	U.S.	1/18/2024
179	Online	Donald Eugene Shiarla			Keizer	OR	U.S.	1/23/2024
180	Online	Susan Lee Shiarla			Keizer	OR	U.S.	1/23/2024
181	Online	Michelle Lynne Smith			Cincinnati	OH	U.S.	1/23/2024
182	Online	Steven Thomas Smith			Scarborough	ME	U.S.	1/11/2024
183	Online	Gary J. Soltys			Latrobe	PA	U.S.	12/28/2023
184	Online	Anthony Chak Keung Soong			Plano	TX	U.S.	1/11/2024
185	Mailed	Raymond W. Sperring, Jr			Bedford	TX	U.S.	1/26/2024
186	Online	Bruce N. Stahly	Jeremy Sutter		Goshen	IN	U.S.	1/27/2024
187	Online	Joseph L. Stankowski			Baltimore	MD	U.S.	1/17/2024
188	Mailed	Rebecca L. Starr			Titusville	FL	U.S.	1/19/2024
189	Online	Donald Paul Stead IRA			Homer	AK	U.S.	1/17/2024
190	Online	Antony Leonard Stuart			Etobicoke	ON	Canada	1/22/2024
191	Online	Mark A. Swanson			Palmyra	NE	U.S.	12/30/2023
192	Online	Mark A. Swanson	Kathryn S. Swanson	Mark A Swanson	Palmyra	NE	U.S.	12/30/2023
193	Online	Eric Sweigard	Sharon Sweigard		Palmyra	PA	U.S.	1/23/2024
194	Online	Tadamin Pty Ltd Super Fund			The Gap		Australia	1/11/2024
195	Online	Brenda A. Taylor			Fostoria	OH	U.S.	1/18/2024
196	Mailed	Charles E. Terry			Desoto	TX	U.S.	1/19/2024
197	Mailed	John S. Thompson			Fayetteville	GA	U.S.	1/26/2024
198	Online	Michael L. Throckmorton			Littleton	CO	U.S.	1/29/2024

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
199	Online	Norbert H. Tremblay	Edwar Charles Tremblay		Cohoes	NY	U.S.	12/28/2023
200	Online	Svein M. Utskot			Austin	TX	U.S.	1/23/2024
201	Online	Svein M. Utskot	Darlene C. Utskot		Austin	TX	U.S.	1/23/2024
202	Online	Anthony J Varano			Elysburg	PA	U.S.	1/15/2024
203	Online	Richard Varner			Corydon	IN	U.S.	1/17/2024
204	Mailed	Valerie Vogt			Milford	CT	U.S.	1/23/2024
205	Online	James H. Waggoner			Montclair	NJ	U.S.	1/11/2024
206	Mailed	Deborah Ann Waghorn			London	ON	Canada	1/27/2024
207	Online	Edwin J. Wall			Fond Du Lac	WI	U.S.	1/24/2024
208	Online	Carol Ray Waymire			Henderson	TN	U.S.	1/23/2024
209	Online	Gregory Werner	Constance Werner		Custer	SD	U.S.	1/18/2024
210	Online	Fred L. Wettengel	Carolyn K. Wettengel		Nichols Hill	OK	U.S.	1/22/2024
211	Online	James Dale White			West Monroe	LA	U.S.	1/24/2024
212	Online	Mark Stephen Whitehurst			Chesapeake	VA	U.S.	1/18/2024
213	Online	Linda B. Wildes			Bolton	MA	U.S.	1/20/2024
214	Online	Donna Wiskow			Kaukauna	WI	U.S.	1/23/2024
215	Online	Richard Withers	Rhonda Withers		Hopkinsville	KY	U.S.	1/25/2024
216	Online	Bethprillaman Witt	Beth P. Witt		Henrico	VA	U.S.	1/23/2024
217	Online	Shirley Witt			Indianapolis	IN	U.S.	1/16/2024
218	Online	Robert Wolfe	Robert Wolfe		Four Seasons	MO	U.S.	1/24/2024
219	Online	Leon J. Wolfe			Salem	OR	U.S.	1/20/2024
220	Online	Hong Wai Wong	Christine Hui Yim Chua		Setia Residences		Singapore	1/16/2024
221	Online	Robert Wujtowicz			Chicago	IL	U.S.	1/17/2024
222	Online	Stephanie Lynn Wyne	Mickey Madel Jones		Brownsburg	IN	U.S.	1/13/2024
223	Online	Steven Kiyoshi Yagade			Santa Clarita	CA	U.S.	1/13/2024
224	Online	James Harold Young	Julie Jean Young		Salem	OR	U.S.	1/23/2024
225	Online	Danfeng Zhang			Durham	NC	U.S.	12/28/2023
226	Online	Alfredo Zingale			Mies	Vaud	Switzerland	1/28/2024
227	Online	Ronald I. Zuck	Maria Jane Zuck		Oro Valley	AZ	U.S.	1/20/2024

**Exhibit 7
Late Requests for Exclusion Received**

No.	Source	Beneficial Owner Name 1	Beneficial Owner Name 2	Representative/ Custodian Name	City	State or Province	Country	Date (Postmark/ Submission)
L1	Email	Thomas Baker			Powell	OH	U.S.	2/14/2024
L2	Online	Richard Cary-Brown			Concord	NH	U.S.	1/31/2024
L3	Online	Maritime Services Overseas Ltd.		R. Juan Dickin			British Virgin Islands	2/16/2024
L4	Online	Carol A. Owen			New Kent	VA	U.S.	2/1/2024
L5	Online	Jeffrey P. Owen			New Kent	VA	U.S.	2/1/2024
L6	Online	Marcia Lee Schutt			Bishop	GA	U.S.	2/2/2024