

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JERRY DIDONATO, ED KOGELIS, and LEOVIGILDO LOERA individually, and on behalf of those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 19-cv-2694
	)	
NATIONAL PRODUCTION WORKERS UNION SEVERANCE TRUST PLAN <i>et al.</i>	)	Judge John Robert Blakey
	)	
Defendants.	)	

DECLARATION OF ELIZABETH L. ROWE

I am giving this declaration in support of the Motion for Preliminary Approval of Amended Class Action Settlement Agreement. I have personal knowledge of the facts set forth herein and will testify competently thereto if called upon to do so.

1. I have been an attorney at Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich, LLP since March 2014, and I have been a partner since January 2020.

2. Since 2014, most of my practice has been dedicated to matters governed by the Employee Retirement Income Security Act ("ERISA").

3. I have been actively involved in this case since the lawsuit was filed, along with my partner Peter Dowd.

Case Proceedings

4. We have invested a substantial amount of time and resources into this lawsuit over the last six years identifying, investigating, and prosecuting the claims at issue, including a

partially successful appeal to the Seventh Circuit, followed by nearly a year of extensive discovery.

5. Prior to filing the Complaint in this action, my colleagues and I conducted a thorough investigation of the claims that were asserted and the basis for those claims.

6. As a result of our investigatory efforts, we were able to file a detailed 53-page Complaint on April 22, 2019.

7. The Former Plaintiffs, Walter Dean and Dean Wollenzien, immediately filed an amended complaint as a matter of right after being informed that one of the trustees on the Board of Trustees of both Plans had deceased and to name the trustee who replaced him. The Former Trustees subsequently filed a Second Amended Complaint pursuant to the Court's standing order permitting an amended complaint after the filing of a motion to dismiss.

8. After the parties thoroughly argued their legal positions in connection with the motion to dismiss the Second Amended Complaint, and the judge ruled dismissing all but one claim (Counts I-VI), the Former Plaintiffs voluntarily dismissed Count VII, and proceeded with an appeal to the Seventh Circuit of the U.S. Courts of Appeals on the first six claims that the Court dismissed.

9. In the Seventh Circuit, the parties attended a mandatory mediation before proceeding with a briefing of the issues. On June 9, 2021, a mediation was held before the Chief Circuit Mediator of the Seventh Circuit, Rocco J. Spagna, which continued to a second session on August 16, 2021. Mediation in the Seventh Circuit was ultimately unsuccessful.

10. After the case was remanded in part by the Seventh Circuit, and a Third Amended Complaint was filed, the parties engaged in a substantial amount of discovery, including the

production of over 30,000 pages of documents between the parties before agreeing to mediation before Magistrate Judge Jeffrey T. Gilbert on April 18, 2024.

11. Both Peter Dowd and I attended the settlement conference on April 18, 2024 that resulted in the proposed Settlement, and I believe that we were well-equipped to negotiate the Settlement that was reached in the case.

Settlement Terms

12. Attached as Exhibit A is a true and correct copy of the proposed Amended Settlement Agreement & Stipulation (“Settlement Agreement”).

13. The Settlement Agreement resolves Plaintiffs’ class action claims against Defendants National Production Workers Union Severance Trust Plan (“Severance Plan”), National Production Workers Union 401(k) Retirement Plan (“401(k) Plan”), Joseph Senese, Rosie Gibson,¹ Jose Diaz, Shawn Ford, and Scott Gore, individually, and in their capacities as the “Board of Trustees”), and James Meltreger, individually and in his capacity as Plan Manager of the Severance Plan and 401(k) Plan (collectively, “Defendants”) relating to the management of the National Production Workers Union Severance Trust Plan (“Severance Plan”) and the National Production Workers Union 401(k) Retirement Plan (“401(k) Plan”).

The Settlement Agreement applies to the following Settlement Class, divided into three subclasses:

- i. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated before January 1, 2016

¹ Rosie Gibson is no longer a member of the Board of Trustees.

who either (a) timely responded by June 8, 2025 to a letter dated May 8, 2025 sent by the Plan Administrator of the Severance Plan, or (b) received a distribution of their Severance Plan account between January 1, 2016 and June 8, 2025 (hereinafter, the “Pre-2016 Severance Plan Subclass”);

- ii. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated on or after January 1, 2016 (hereinafter, the “Post-2016 Severance Plan Subclass”); and
- iii. All participants and beneficiaries of the 401(k) Plan that have had a positive account balance in the 401(k) Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. (hereinafter, the “401(k) Plan Subclass”).

Settlement Agreement at ¶ M.

14. Consistent with the allegations in the Third Amended Complaint, the “Class Period” is, with respect to the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass, as January 1, 2016 through the date of preliminary approval of the settlement, and with respect to the 401(k) Plan Subclass, as January 1, 2020 through the date of preliminary approval of the settlement. Settlement Agreement at ¶ N.

15. Based on a preliminary information provided by Defendants, there are over 500 class members, broken down by subclass as follows: (1) less than 50 individuals in the Pre-2016 Severance Plan Subclass; (2) less than 250 individuals in the Post-2016 Severance Plan Subclass; and (3) more than 400 individuals in the 401(k) Plan Subclass, of which, less than 250

individuals are solely in the 401(k) Plan Subclass and nearly 200 individuals are also members of the Post-2016 Severance Plan Subclass.

16. Under the terms of the proposed Settlement Agreement, Defendants will contribute \$615,250 to a settlement fund. Settlement Agreement at ¶ 12

17. The negotiated monetary relief represents a significant portion of the alleged losses sustained by the Pre-2016 Severance Plan Subclass and Post-2016 Severance Plan Subclass (collectively, “Severance Plan Class Members”). For purposes of the settlement conference, Plaintiffs estimated that the total amount owed to the Class Members for the excessive compensation was \$1,757,281.25. Based on this estimate, the \$615,250 recovery represents approximately 35% of the total estimated losses. This percentage of recovery is on par with or exceeds the percentage of recovery that has been approved in many similar ERISA class action claims across the country, as set forth in the accompanying Memorandum of Law.

18. After accounting for any Attorneys’ Fees and Costs, Settlement Administrative expenses, and Case Contribution Awards approved by the Court, the Net Settlement Amount will be distributed to Severance Plan Class Members according to the Plan of Allocation. (*Id.* at ¶¶ 19-20, 22-25, 28-30.)

19. Individuals in 401(k) Plan Subclass will receive online access to the 401(k) Plan Summary Plan Description, which will remain posted for a period of not less than 90 days. (*Id.* at ¶ 41.)

20. The Plan of Allocation will be prepared by Class Counsel and submitted to the Court for approval in connection with Final Approval of the Settlement. (*Id.* at ¶ 28.) The Net Settlement Amount will be allocated among eligible Severance Plan Class Members. The Pre-2016 Severance Plan Subclass will receive a flat settlement allocation of \$25. The Post-2016

Severance Plan Subclass will receive an allocation on a *pro rata* basis taking into account their account balances relative to the balances of other members in the subclass and the number of quarters they were charged pro rata administrative fees between January 1, 2016 and the date of preliminary approval; the same allocation formula will be used to calculate settlement payments for all eligible Class Members; and that formula will be tailored to the claims asserted in the case. (Settlement Agreement at Ex. 2, Part 1, pp. 6-7.)

21. Class counsel will retain the Settlement Administrator, Analytics Consulting, LLC (“Analytics”) to calculate the amounts payable to the Settlement Class Members. (Settlement Agreement at ¶ 3.)

22. Class Members will receive notice of the settlement via first-class U.S. Mail. (*Id.* at ¶ 27.)

23. All Class Members are now former active participants of the Severance Plan and 401(k) Plan. Through events unrelated to this lawsuit that occurred during the course of this lawsuit, the Class Members incidentally received prospective relief through the ability to transfer their account balances out of the Defendant Plans as a result of the change of their employer in 2023 from Parsec, Inc. to a new employer who took over operations of the Elwood, Illinois facility that employed the Class Members. (*Id.* at ¶ O.)

24. Because all Class Members are now former participants, Class Members will have the option of receiving their Settlement distribution through a rollover payment to a qualified retirement account. (*Id.* at ¶ 32.) If they do nothing, Class Members will receive their distribution through a check. (*Id.*)

25. If those who receive a check do not timely cash the check, the Settlement Agreement provides that the remaining amount may be divided equally between the Severance

Plan Class Members who timely cashed their settlement checks, unless the amount payable to each Class Member would be less than ten dollars (\$10) per Class Member, in which case the Net Settlement Amount may be used to reimburse any hourly fees of Class Counsel that were incurred in the administration of the settlement. (*Id.* at ¶ 38). To the extent any amounts remain in the Settlement Fund after payment of those Class Counsel fees, the Agreement provides that the amount may be split evenly between the three Plaintiffs. (*Id.*) The parties agreed to this because, practically, the amount of the Settlement Fund that remains due to uncashed checks is typically so small that dividing it *pro rata* among Class Members is not administratively feasible. Therefore, because Class Counsel took on the bulk of the work preparing the settlement documents and this motion, and will spend significant time preparing additional motions in furtherance of the settlement agreement, the Settlement Agreement provides the possibility that Class Counsel will be compensated for that time to the extent any amount remains from uncashed checks and that amount equates to less than \$10 per Class Member if it were to be divided evenly between Class Members who cashed their checks.

26. In the absence of a settlement, Plaintiffs would have faced uncertainty and risk in continuing to litigate their claims, as described in the accompanying Memorandum of Law. Plaintiffs also faced the potential for delays and lengthy appeals that are not uncommon with these types of ERISA claims. Given all those factors and costs associated with further litigation, I believe that the Settlement is fair, reasonable and adequate.

Settlement Administrator

27. Analytics Consulting, LLC was recommended to me by another attorney who has extensive experience litigating class actions under ERISA.

28. I obtained competing bids from two different settlement administrators who have experience administering class actions under ERISA, and Analytics Consulting, LLC bid was substantially lower than the other offer for the same administration services.

29. Analytics Consulting, LLC has extensive experience overseeing class action settlements, including class actions brought under ERISA and has a well-crafted cybersecurity policy. A copy of the CV of the President of Analytics, LLC (Richard Simmons) and a summary of Analytics' cybersecurity policies are attached to the Declaration of Richard Simmons.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: September 19, 2025

/s/ Elizabeth L. Rowe
Elizabeth L. Rowe

Exhibit A

to Rowe Declaration

(Settlement Agreement)

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**JERRY DIDONATO, ED KOGELIS, and
LEOVIGILDO LOERA individually, and on behalf of
those similarly situated,**

Plaintiffs,

V.

**NATIONAL PRODUCTION WORKERS UNION
SEVERANCE TRUST PLAN *et al.***

Defendants.

Case No. 19-cv-2694

Judge John Robert Blakey

AMENDED SETTLEMENT AGREEMENT & STIPULATION

Plaintiffs Jerry Didonato, Ed Kogelis, and Leovigildo Loera (collectively, “Plaintiffs”) and Defendants National Production Workers Union Severance Trust Plan (“Severance Plan”), National Production Workers Union 401(k) Retirement Plan (“401(k) Plan”), Joseph Vincent Senese, Rosie Gibson,¹ Jose Diaz, Shawn Ford, and Scott Gore, individually, and in their capacities as The Board of Trustees of the Severance Plan and 401(k) Plan (“Board of Trustees”), and James Meltreger, individually and in his capacity as Plan Manager of the Severance Plan and 401(k) Plan (collectively, “Defendants”), enter into this Amended Settlement Agreement and Stipulation (the “Agreement” or the “Stipulation”).

Recitals

A. This action was filed against Defendants in the United States District Court for the Northern District of Illinois (the “District Court”) on April 22, 2019, Case No. 19-cv-2694 (“the Action”).

¹ Rosie Gibson is no longer a member of the Board of Trustees.

B. The Action was originally brought by Walter Dean and Dean Wollenzien (the “Former Plaintiffs”). They filed seven counts against Defendants alleging: (1) a failure to terminate the Severance Plan and the 401(k) Plan (collectively, the “Plans”) in violation of the Plans’ terms, the Employee Retirement Income Security Act of 1974 (“ERISA”), and/or the Internal Revenue Code (Counts I and II); (2) a breach of fiduciary duty or settlor obligation based on a failure to amend the Plans’ terms in violation of ERISA, the Internal Revenue Code, and the Taft-Hartley Act (Count III); (3) a breach of fiduciary duties of loyalty and prudence based on excessive administrative fees in violation of ERISA (Counts IV and V); (4) a failure to provide requested information regarding the Plans in violation of ERISA (Count VI); and (5) a failure to provide pension benefit statements with information required under ERISA (Count VII).

C. The Action was brought on behalf of a proposed class of all participants and beneficiaries of the Plans that have accounts in either the Severance Plan or the 401(k) Plan resulting from contributions made by Parsec, Inc. on their behalf for all work performed by employees of Parsec, Inc. at its Elwood, Illinois facility.

D. Among other relief, the Action sought the transfer of the accounts of the Former Plaintiffs and the putative class members from the Plans into the Teamsters Supplemental Income Plan 401(k) Plan.

E. The District Court dismissed Counts I-VI, and the Former Plaintiffs voluntarily dismissed with prejudice Count VII of the Second Amended Complaint. The Former Plaintiffs appealed the dismissal of six counts (Counts I – VI) to the United States Court of Appeals for the Seventh Circuit (“Seventh Circuit”) on May 13, 2021.

F. On August 15, 2022, the Seventh Circuit issued a decision affirming the dismissal in part. Among other claims, the Seventh Circuit upheld the dismissal of claims relating to the transfer of assets out of the Plans. The Seventh Circuit remanded the claims brought under ERISA alleging breach of fiduciary duties based on excessive administrative fees, but with respect to only the salary increases of two Plan administrators, Defendant James Meltreger and non-party Vincent Senese, in addition to remanding the claim brought under ERISA alleging a failure to timely provide information as requested, but only with respect to the Summary Plan Description for the 401(k) Plan (the “401(k) Plan SPD”) and a settlement agreement pertaining to the Plans that was entered into with the United States Department of Labor (the “DOL Agreement”).

G. The Former Plaintiffs requested to withdraw from the lawsuit in November 2022, and the Plaintiffs were granted a request to be substituted into the Action on June 5, 2023.

H. In the operative Third Amended Complaint filed on July 5, 2023 (ECF No. 105) (“Complaint”), Plaintiffs alleged that Defendants breached their fiduciary duties of loyalty and prudence under ERISA by paying excessive compensation to two Plan employees, Defendant James Meltreger and non-party Vincent Senese, from 2016 to the present (Counts I and II), as well as that Defendants Board of Trustees and James Meltreger failed to timely provide the 401(k) Plan SPD and the DOL Agreement (Count III).

I. Plaintiffs and Defendants (collectively, “the Parties”) conducted extensive fact discovery.

J. On February 2, 2024, the District Court granted the Parties’ motion to stay discovery and refer the case for a settlement conference with Magistrate Judge Jeffrey T. Gilbert.

Following a one-day settlement conference on April 18, 2024, the Parties continued to engage in arm's-length negotiations and the Parties reached an agreement to settle the Action.

K. Following the District Court's March 4, 2025 Order (ECF No. 164) denying Plaintiffs' motion to clarify the settlement class and vacating the District Court's September 20, 2024 order providing preliminary approval of the settlement (ECF No. 149), the Parties engaged in additional arm's-length settlement discussions. The Parties subsequently reached a revised agreement on all terms of the Settlement (the "Settlement"), as set forth herein.

L. On July 14, 2025, the Parties filed a joint status report informing the District Court that they had reached such an agreement (ECF No. 170).

M. The terms "Settlement Class" or "Settlement Class Members" as used in this Agreement shall refer to the following three subclasses of individuals:

- i. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated before January 1, 2016 who either (a) timely responded by June 8, 2025 to a letter dated May 8, 2025 sent by the Plan Administrator of the Severance Plan, or (b) received a distribution of their Severance Plan account between January 1, 2016 and June 8, 2025 (hereinafter, the "Pre-2016 Severance Plan Subclass");
- ii. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in

Elwood, Illinois by Parsec, Inc. that had terminated on or after January 1, 2016 (hereinafter, the “Post-2016 Severance Plan Subclass”); and

- iii. All participants and beneficiaries of the 401(k) Plan that have had a positive account balance in the 401(k) Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. (hereinafter, the “401(k) Plan Subclass”).

N. The “Class Period” shall be defined, with respect to the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass, as January 1, 2016 through the date of preliminary approval of the settlement, and with respect to the 401(k) Plan Subclass, as January 1, 2020 through the date of preliminary approval of the settlement.

O. In 2023, Parsec, Inc. ceased to be the employer of all individuals in the Settlement Class due to events unrelated to this Action, and all Settlement Class Members became entitled to a distribution of their benefits in the Plans.

P. Each Defendant denies any and all allegations of wrongdoing made in the Complaint and contends that the Defendant has no liability in the Action. Each Defendant specifically denies the allegations that the Defendant breached any fiduciary duty or any other provisions of ERISA, or acted imprudently or disloyally, in connection with the administration of the Plans, including, but not limited to, the administrative fees or expenses incurred by the Plans. Each Defendant further denies that the Plans, Plan Administrator, or any Defendant failed to timely provide any documents to any Settlement Class Member in violation of ERISA.

Q. Plaintiffs’ counsel have conducted a thorough investigation into the facts, circumstances, and legal issues associated with the Action. This investigation has included: (a) researching the applicable law with respect to the claims asserted and the potential defenses

thereto; (b) analyzing the Plans' documents and evaluating the administration of the Plans, including data pertaining to the administrative fees and expenses paid by the Plans and the investments in the Plans during the Class Period; (c) requesting and reviewing documents from the Department of Labor concerning its prior investigation of the Plans' fiduciaries and financial transactions; and (d) investigating comparable multiemployer pension plans to analyze expenses paid by reasonable fiduciaries in similar circumstances in order to protect and advance the interests of participants and beneficiaries.

R. Defendants have investigated Plaintiffs' claims, the underlying events and transactions alleged in the Complaint, and the operation and administration of the Plans, including by reviewing the discovery exchanged by the Parties in the Action. Defendants have also analyzed the applicable legal principles governing Plaintiffs' claims and Defendants' defenses in the Action.

S. Based on their investigation of the merits of this Action, the course of the litigation to date, and their knowledge and experience with respect to similar ERISA litigations, Plaintiffs' counsel believe that the Settlement will provide substantial benefits to the Settlement Class. When the benefits conferred by the Settlement are weighed against the attendant risks of continuing to prosecute the Action, Plaintiffs' counsel believe that the Settlement represents a reasonable and fair resolution of the claims of the Settlement Class. In reaching this conclusion, Plaintiff's counsel have considered, among other things, the risks of litigation (including the risks of establishing both liability and any loss to the Plans), the time necessary to achieve a final resolution through litigation and any appeals, the complexity of the claims set forth in the Complaint, the ability of Defendants to withstand judgment, the existence of insurance coverage, and the benefits accruing to the Plans' participants under the Settlement.

T. Defendants have denied and continue to deny all liability with respect to the claims alleged in the Complaint and any prior complaint filed in the Action. Defendants maintain that they are without any fault or liability. Defendants contend that the Plans' administrative expenses, including salary increases and other compensation for administrative services performed by James Meltreger and Vincent Senese, were, at all relevant times, prudent, reasonable, and commensurate with the services, as well as consistent with the prohibited transaction provisions set forth under ERISA and applicable regulations. Defendants further contend that they did not fail to timely disclose information as required under ERISA.

U. Defendants nevertheless consider it desirable that any and all possible controversies and disputes arising out of or during the Class Period that arise out of or otherwise relate to the matters, transactions, and occurrences referenced in the Complaint or any prior complaint filed in the Action be conclusively resolved on the terms and conditions set forth below. The Settlement and the attendant final dismissal of the Complaint will avoid substantial expense, inconvenience, and risk of continued litigation and will bring Plaintiffs' claims and potential claims to an end.

V. The Parties have concluded that it is desirable that the Action be finally settled upon the terms and conditions set forth in this Agreement.

W. The Parties have reached the Settlement, by and through their respective undersigned counsel, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by the Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of the Parties to be satisfactory and adequate, and the Parties intending to be legally bound:

Stipulation to Certification of the Settlement Class

1. The Parties stipulate and agree that for Settlement purposes only, this Action shall proceed as a non-opt out class action pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1), with Plaintiffs' counsel Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich, LLP as class counsel ("Class Counsel"), and with a Settlement Class as defined in Paragraphs M through N of the Recitals of this Agreement.

Preliminary Approval

2. By September 12, 2025, unless otherwise ordered by the Court, Plaintiffs shall file a Motion for Preliminary Approval of Settlement with the Court, seeking entry of an order substantially in the form attached hereto as **Exhibit 1** (the "Preliminary Approval Order") and approval of notice to the Settlement Class Members, substantially in the form attached hereto as **Exhibit 2** (the "Class Notice"). Plaintiffs shall request that a final fairness hearing be held within one hundred and twenty (120) days of the date of the entry of the Preliminary Approval Order for the Court to consider whether the terms of the Settlement are fair, reasonable, and adequate and thus should be finally approved and implemented by the Court pursuant to Federal Rule of Civil Procedure 23(e). Defendants shall not oppose the relief requested in the Motion for Preliminary Approval, provided it is consistent with the terms and conditions of the Settlement.

3. Class Counsel shall retain at their discretion an independent contractor to administer and disseminate notices for the Settlement (the "Settlement Administrator"). Within ten (10) calendar days after the filing of the Motion for Preliminary Approval of Settlement, the Settlement Administrator shall prepare and provide the notices required by the Class Action Fairness Act of 2005 ("CAFA"), as specified by 28 U.S.C. § 1715, in substantially the same form as that attached hereto as **Exhibit 3**. Defendants shall provide Class Counsel within five (5) business days after the filing of the Motion for Preliminary Approval of Settlement information

regarding all the states in which Settlement Class Members reside. Class Counsel will provide Defendants' counsel with a sample CAFA notice provided by the Settlement Administrator pursuant to this Paragraph. Costs associated with the CAFA notice and its dissemination shall be paid out of the Settlement Fund, as that term is defined herein.

4. If the Settlement (including any modification thereto made with the consent of the Parties as provided for herein) is approved preliminarily by the Court, Class Counsel shall cause the Settlement Administrator to administer and disseminate the Class Notice to the Settlement Class Members, subject to Defendants' approval, which will not be unreasonably withheld. The Settlement Administrator shall cause the Class Notice to be disseminated in the manner and on the dates set in the Preliminary Approval Order to the Settlement Class Members. Costs associated with the Class Notice and its dissemination shall be paid out of the Settlement Fund, as that term is defined herein.

Final Approval

5. If the Settlement (including any modification thereto made with the consent of the Parties as provided for herein) is preliminarily approved by the Court, Class Counsel shall move the Court to enter an Order and Final Judgment substantially in the form attached hereto as **Exhibit 4** (the "Final Approval Order"), which, among other things:

- (a) Approves the Settlement, adjudges the terms thereof to be fair, reasonable, adequate, and in the best interests of the Settlement Class, and directs consummation of the Settlement in accordance with the terms and conditions of this Agreement & Stipulation;

- (b) Certifies the Settlement Class as a non-opt-out class meeting the applicable requirements for a settlement class imposed by Federal Rule of Civil Procedure 23;
- (c) Determines the requirements of Federal Rule of Civil Procedure 23 and due process have been satisfied in connection with the distribution of the Class Notice to the Settlement Class;
- (d) Approves a Plan of Allocation consistent with Paragraphs 28-39 of this Agreement;
- (e) Determines what legal fees and expenses should be awarded or reserved for award to Class Counsel of the Settlement Amount, as contemplated in an amount of one-third, or 33.33% of the Settlement Amount, totaling \$205,000, and any actual and anticipated litigation expenses/costs, regardless of whether the expenses were paid by Class Counsel or by the International Brotherhood of Teamsters, Local 179, not to exceed \$20,000 (excluding Settlement Administration Expenses), as contemplated by Paragraph 22 of this Agreement;
- (f) Determines whether a total of \$2,000 should be awarded to each of the three Plaintiffs for their participation in this Action, as contemplated by Paragraph 25 of this Agreement;
- (g) Dismisses the Action with prejudice as to all Defendants and operates to extinguish, discharge, and release any and all Released Claims against the Releasees (as defined in Paragraphs 8-11 of this Agreement), without costs except as herein provided, said dismissal being subject only to compliance by the Parties

with the terms of this Agreement and any order of the Court concerning this Agreement;

- (h) Bars and enjoins Settlement Class Members and the Plans from the commencement and prosecution, either directly or indirectly, of any other actions in any court asserting any and all Released Claims against any and all Releasees; and
- (i) Permanently enjoins Settlement Class Members and the Plans from asserting, commencing, prosecuting, or continuing, either directly, individually, representatively, or derivatively or in any other capacity, any other actions in any court asserting such Released Claims or from receiving any additional recovery or relief from any Releasees with respect thereto.

6. Class Counsel shall file with the Court a motion for entry of the Final Approval Order no later than twenty-eight (28) calendar days before the final fairness hearing.

Date of Complete Settlement Approval

7. For purposes of this Agreement, “Complete Settlement Approval” shall occur when all of the following have taken place: (a) entry of the Final Approval Order Approving the Settlement; (b) the expiration of all applicable appeal periods for any appeals of the Final Approval Order, without any appeal having been filed or, if an appeal is taken, upon entry of an order affirming the Final Approval Order, and the expiration of any applicable period for the reconsideration, rehearing, or appeal of such affirmance without any motion for reconsideration, rehearing, or further appeal having been filed. Upon Complete Settlement Approval, the Settlement shall become “Final.” The pendency of unresolved issues regarding the Plans of Allocation and/or attorneys’ fees/expenses shall not affect the finality of the Settlement.

Release

8. Upon Complete Settlement Approval, Settlement Class Members shall absolutely and unconditionally release and forever discharge any and all “Released Claims.” “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, and causes of action, whether arising under local, state, or federal law, whether by statute, contract, common law, equity, or otherwise, whether brought in an individual, representative, or any other capacity, whether involving legal, equitable, injunctive, declarative, or any other type of relief (including, without limitation, indemnification or contribution), whether known or unknown, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, whether brought by way of demand, complaint, cross-claim, counterclaim, third-party claim, or otherwise, for actions or omissions that occurred during the Class Period only, that:

- (a) Were asserted in the Action and any claims that might have been asserted in the Action, arising under ERISA, or any other local, state, or federal statute or law (or any rule or regulation associated therewith or promulgated thereunder) or the common law, that arise out of, relate to, or are based on any of the actions or omissions that occurred during the Class Period; or
- (b) Arise out of, relate to, or are based on any of the allegations, actions, facts, occurrences, omissions, or transactions that were alleged, asserted, or set forth in the Action; or
- (c) Would be barred by the principles of res judicata or collateral estoppel had the claims asserted been fully litigated and resulted in a final judgment; or
- (d) Relate to any tax liability, including penalties and interest, related in any way to payments under this Agreement; or

(e) Relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Settlement Fund pursuant to the Plan of Allocation.

9. Released Claims shall extend to all “Releasees.” “Releasees” means (a) each Defendant, including the Severance Plan, 401(k) Plan, the Board of Trustees, Joseph Vincent Senese, Rosie Gibson, Jose Diaz, Shawn Ford, Scott Gore, and James Meltreger, (b) each such person or entity’s past, present, and future parent corporation(s), (c) each such person or entity’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and (d) with respect to (a) through (c) above, all of their past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, plan fiduciaries (with the exception of any Independent Fiduciary), administrators, service providers, subcontractors, officers, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, shareholders, accountants, auditors, advisors, consultants, trustees, associates, and all persons acting under, by, through, or in concert with any of them.

10. Upon Complete Settlement Approval, Defendants absolutely and unconditionally release and forever discharge the Settlement Class and Class Counsel (collectively, the “Plaintiff Released Parties”) from any and all claims relating to the institution or prosecution of the Action or the settlement of the Released Claims, except that the release shall not include claims relating to the covenants or obligations set forth in this Agreement. The Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could have been asserted by the Settlement Class and Class Counsel against the Releasees with respect to the Released Claims. Accordingly, Plaintiffs and Defendants agree not to bring any motion or claim asserting

in any court or other legal forum that the claims asserted in the Action were brought or defended in bad faith or without a reasonable basis. The Parties shall not bring any motion or claim asserting any contention regarding a violation of Rule 11 of the Federal Rules of Civil Procedure relating to the prosecution, defense, or settlement of the action and agree that, except as expressly set forth herein, each party shall bear his, her, or its own costs and expenses, including attorneys' fees.

11. Notwithstanding any other provision of the Stipulation, the Settlement Class Members shall not be deemed to have barred, waived, or released any claim by any individual participant concerning the individual's own eligibility for and denial of benefits under the Plans under ERISA § 502(a)(1)(B), or to contest the correct amount of such benefit, except to the extent that such claim may relate to or arise from the events, transactions and occurrences described in the Complaint or in any prior complaint filed in the Action.

Payment of Settlement Amount

12. Plaintiffs, on behalf of the Settlement Class, agree to settle and resolve fully the claims asserted in the Action against the Releasees, including the Released Claims, for SIX HUNDRED FIFTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$615,250.00) (the "Settlement Amount"). In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in Paragraphs 8-11 above, Defendants shall pay the Settlement Amount.

13. For the Settlement, Defendants have already paid \$25,000 of the Settlement Amount into an interest bearing FDIC-insured account identified by Class Counsel (the "Settlement Account") to cover the initial Settlement Administrative Expenses and the costs of sending Notice to the Settlement Class. If the Settlement is not approved by the Court or either party has withdrawn from the Settlement as per Paragraphs 40-41 of this Agreement, the \$25,000

will be returned to the Defendants within 10 days of such termination of the Settlement, less amounts expended to provide Class Notice.

14. Within thirty (30) calendar days after Complete Settlement Approval, Defendant shall pay the remaining balance (\$590,250) of the Settlement Amount to the Settlement Account using the same information provided for the payment in Paragraph 13. Upon payment of the Settlement Amount, all of Defendants' payment obligations under this Agreement shall be satisfied and discharged in full.

15. The Settlement Amount delivered to the Settlement Account shall constitute the "Settlement Fund," which shall be governed by the terms of this Agreement. No later than five (5) calendar days following the Court's entry of the Preliminary Approval Order, Class Counsel shall provide Defendants with the name of the financial institution and the payee name along with the W-9 for the Settlement Account. The Settlement Fund will be subject to the jurisdiction of the Court.

16. The Settlement Fund shall be used to pay for (a) all Settlement Administrative Expenses as described in Paragraphs 19-20; (b) the attorneys' fee and expense award, if any, referred to in Paragraphs 22-24; and (c) the Plaintiffs' case-contribution awards, if any, referred to in Paragraph 25. The balance of the Settlement Fund (inclusive of interest earned) after the matters described in this Paragraph and after the payment of any taxes or other charges allowed against the Settlement Fund under the terms of this Agreement shall be the Net Settlement Fund.

17. Although Defendants deny any fault, liability, or wrongdoing, the Parties agree that the payment of the Settlement Amount is intended as settlement of this Action for alleged breach of fiduciary duty claims under ERISA for allegedly lost earnings on the Plan assets and

shall be treated as earnings for all purposes under the Plans with respect to Settlement Class members that elect to utilize the rollover option as provided for in Paragraph 32.

18. With the sole exception of the Defendants' obligation to make payments to the Settlement Account as provided for in Paragraphs 12-14, the Defendants, the Releasees, and Defendants' counsel shall have no liability with respect to the Settlement Account for the monies maintained in the Settlement Fund, including, without limitation, any liability related to any fees, taxes, investment decisions, losses or value fluctuations, maintenance, supervision, or distributions of any portion of the Settlement Amount. In addition, Defendants, the Releasees, Plaintiffs and their respective counsel shall have no responsibility for or liability with respect to any act, omission, or determination of the Settlement Account by the Settlement Administrator or any of its respective designees or agent, in connection with the calculations of the distribution and administration of the Settlement or the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund.

Payment of Settlement Administrative Expenses

19. Upon preliminary approval by the Court, all reasonable expenses incurred by the Settlement Administrator associated with identifying the Settlement Class Members and effecting dissemination of the Class Notice as required by the Court in the Preliminary Approval Order may be paid from the initial payment of \$25,000 to the Settlement Account referenced in Paragraph 13.

20. "Settlement Administration Expenses" includes all costs and expenses of the Settlement Administrator in connection with the tasks set forth in Paragraphs 3-4 and Paragraphs 25-39, as are approved by the Settlement Administrator and Class Counsel. All Settlement Administration Expenses shall be borne by and paid from the Settlement Fund.

Independent Fiduciary

21. The Agreement is not contingent upon any Independent Fiduciary's approval of the Agreement.

Payment of Attorneys' Fees and Litigation Expenses

22. Payment of Class Counsel's attorneys' fees and reimbursement of actual and anticipated litigation expenses, regardless of whether the expenses were paid by Class Counsel or the International Brotherhood of Teamsters, Local 179, will be subject to the Court's approval and shall be paid out of the Settlement Fund as specified in Paragraph 15 of this Agreement. Defendants shall take no position directly or indirectly on Class Counsel's application for attorneys' fees and expenses, provided that Class Counsel do not request an award of attorneys' fees higher than one-third, or 33.33% of the Settlement Amount, totaling \$205,000 and expenses not to exceed \$20,000 (excluding Settlement Administration Expenses). The Parties shall leave the amount of Class Counsel's attorneys' fees and expenses to the sound discretion of the Court.

23. The Court's consideration of requests for Class Counsel's fees and expenses are matters separate and apart from the Settlement between the Parties, and the Court's decision concerning the attorneys' fees and expenses of Class Counsel shall not affect the validity of the Agreement or finality of the Settlement in any manner.

24. No later than forty-five (45) calendar days prior to the final fairness hearing, Class Counsel will apply to the Court for a collective award of attorneys' fees and reimbursement of litigation expenses. Upon funding of the Settlement Fund following Complete Settlement Approval, Class Counsel may instruct the Settlement Administrator in writing to disburse such payments immediately from the Settlement Account in accordance with the Court's Final Approval Order. Defendants shall have no obligations whatsoever with respect to any attorneys'

fees or expenses incurred by Class Counsel, which shall be payable solely from the Settlement Fund.

Class Notice

25. No later than forty-five (45) calendar days prior to the final fairness hearing, Class Counsel may also apply to the Court for a case contribution award to Plaintiffs in an amount not to exceed \$2,000 (two-thousand dollars) per Plaintiff. Defendants will take no position with respect to any such application for Plaintiffs' case contribution award. Defendants shall have no obligations whatsoever with respect to any case contribution awards, which shall be payable solely from the Settlement Fund. Upon funding of the Settlement Fund following Complete Settlement Approval, Class Counsel may instruct the Settlement Administrator to disburse such case contribution awards immediately from the Settlement Account in accordance with the Court's Final Approval Order.

26. Upon receipt of the Settlement Administrator's consent to be bound by the Parties' Agreed Confidentiality Order entered in this Action (ECF No. 114), Defendants shall send the names, last known addresses, Social Security numbers, account/plan information of the Settlement Class Members, including but not limited quarterly benefits statements from 2016 to the present and the dates of benefit distributions to Settlement Class Members, to the Settlement Administrator in electronic form as soon as practicable but no later than thirty (30) calendar days after entry of the Preliminary Approval Order.

27. Within forty-five (45) calendar days of the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Notice by first-class mail to the Settlement Class Members. The Notice will be sent to the last known mailing address of each of the Settlement Class members in the form attached hereto as **Exhibit 2**.

Plan of Allocation

28. The Plan of Allocation shall be prepared by Class Counsel and submitted to the Court for approval in connection with Final Approval of the Settlement. The Court's approval of the Plan of Allocation is not a material or integral part of or condition to the Settlement, and the Court's rejection or modification of the Plan of Allocation shall neither entitle Plaintiffs or Defendants to withdraw from or terminate the Settlement, nor affect the finality of the Settlement or Final Approval thereof.

29. Class Counsel shall retain the Settlement Administrator to calculate the amounts payable to Settlement Class Members. The Settlement Administrator shall be exclusively responsible for calculating the amounts payable to Settlement Class Members pursuant to the Plan of Allocation based on information to be provided by the Plans' recordkeepers and fiduciaries. Defendants, the Releasees, Plaintiffs, and their respective counsel shall have no responsibility or liability for the Plan of Allocation, corresponding calculations, or the expenses incurred in connection with the calculations.

30. The Settlement Administrator shall cause a check to be written from the Settlement Fund to each Settlement Class Member eligible for payment from the Settlement Fund in the amount of the distribution payable to each Settlement Class Member under the Plan of Allocation. No Settlement Class Member whose entitlement to payment pursuant to the Plan of Allocation would be less than ten dollars (\$10) shall receive any payment from the Net Settlement Fund.

31. For each check issued, the Settlement Administrator shall (1) calculate and withhold any applicable taxes associated with the payments allocable to the Settlement Class Members; (2) report such payments and remit such tax withholdings to the Internal Revenue

Service and applicable state and local revenue agents; and (3) issue appropriate tax forms to the Settlement Class Members.

32. Settlement Class Members who are eligible to receive a check pursuant to Paragraph 30 will have the opportunity to elect a tax-qualified rollover of his or her pro rata share of the Net Settlement amount to an individual retirement account or other eligible employer plan, which he or she has identified on a rollover form that will be mailed to Settlement Class Members, provided the Class Member timely supplies adequate information to the Settlement Administrator to effectuate the rollover. If a Settlement Class Member does not timely return a rollover form or does not provide adequate information to complete a rollover, or if the Settlement Administrator is unable to effectuate the rollover for any reason, the Class Member will receive his or her settlement payment via check as specified in Paragraphs 30 and 31.

33. Defendants, the Releasees, Plaintiffs, and their respective counsel shall have no responsibility or liability for the tax-qualified status or distribution of the Net Settlement Fund to the Settlement Class Members.

34. The Parties acknowledge that any payments to Settlement Class Members may be subject to applicable tax laws. Defendants, Defendants' Counsel, Class Counsel, and the Plaintiffs will provide no tax advice to the Settlement Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement.

35. Neither Defendants, Defendants' Counsel, Class Counsel, the Plaintiffs, nor the Releasees shall have any responsibility for or liability whatsoever with respect to any tax advice given to Settlement Class Members.

36. Each Settlement Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for any payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Releasees, Defendants' Counsel, Class Counsel, the Plaintiffs, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold Defendants, the Releasees, Defendants' Counsel, Class Counsel, Plaintiffs, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

37. All checks issued pursuant to this Plan of Allocation shall expire one-hundred twenty (120) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Settlement Fund.

38. No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Settlement Fund after distribution, including costs and taxes, shall be split evenly between the Settlement Class Members who timely cashed their settlement checks unless the amount payable to each Settlement Class Member would be less than ten dollars (\$10) per Class Member, in which case the Net Settlement Amount shall be used to pay any additional Settlement Administration Expenses of Class Counsel that exceed the amounts set forth in Paragraph 19. If any Net Settlement Amount

remains thereafter, the three Plaintiffs may receive an even split of the Net Settlement Amount as a supplemental case contribution award.

39. Defendants agree that they will not seek to dispute any assertion by Plaintiffs or Settlement Class Members that the Net Settlement Amount to be allocated and distributed to Settlement Class Members in accordance with the Plan of Allocation (excluding any supplemental case contribution award to Plaintiffs) constitute “restorative payments” within the meaning of Revenue Ruling 2002-45 for all purposes.

Furnishment and Posting of 401(k) Plan Summary Plan Description

40. Within ten (10) business days of the Court’s entry of the Preliminary Approval Order, Defendants shall furnish to Class Counsel an electronic copy of the most recent or present summary plan description (“SPD”) in effect for the 401(k) Plan.

41. Class Counsel shall provide the 401(k) Plan SPD to the Settlement Administrator to post on a website to be made available to the Settlement Class for a period of at least 90 days following the entry of the Final Approval Order.

Right to Withdraw from the Settlement

42. Each of the Parties shall have the option to withdraw unilaterally from the terminate the Settlement in the event that: (a) either the Preliminary Approval Order or the Final Approval Order referred to above is not entered substantially in the forms specified herein, including such modifications thereto as may be ordered by the Court with the consent of the Parties; or (b) the Settlement is not approved by the Court, or is disapproved, or is finally reversed on appeal, or is modified on appeal and the Parties do not mutually agree to any such modifications.

43. In the event that the Settlement is terminated pursuant to Paragraph 42 of this Agreement, then: (a) the Settlement proposed herein shall be of no further force and effect; (b) the agreements and stipulations in this Agreement concerning class definition or class certification will not be used as evidence or argument to support class certification or class definition, and Defendants will retain all rights to oppose class certification; and (c) this Agreement and all negotiations, proceedings, and statements relating thereto, and any amendment thereof, shall be null and void, shall not be substituted or admitted in the Action or any other proceeding, and shall be without prejudice to any party hereto, and each party shall be restored to his, her, or its respective position as it existed prior to the extension of this Stipulation. If Defendants are responsible for the Settlement being terminated, any funds contributed to the Settlement Account, less amounts expended in furtherance of this administration of this Settlement in accordance with the terms hereof, shall be returned to the payor (whether Defendants or their insurance carrier) within five (5) business days, together with a full accounting of the expenditures. If Plaintiffs are responsible for the termination of Settlement, all funds contributed to the Settlement Account shall be returned to Defendants within five (5) business days. If the Parties are unable to agree, the matter will be submitted to and determined by the Court.

Severability

44. The provisions of this Agreement are not severable.

Authority

45. Each of the individuals executing the Agreement on behalf of one or more of the Parties hereto warrants and represents that he or she has been duly authorized and empowered to execute this Agreement and Stipulation on behalf of his or her respective Party and/or Parties.

Stipulation of Settlement Not an Admission

46. The provisions contained in this Agreement and all negotiations, statements and proceedings in connection therewith shall not be deemed a presumption, a concession, or an admission by Defendants of any fault, liability, or wrongdoing as to any fact or claim alleged or asserted in the Action or any actions or proceedings and shall not be interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any person in these or any other actions or proceedings, whether civil, criminal or administrative, except in a proceeding to enforce the terms or conditions of this Stipulation. Defendants have denied and continue to deny each and every allegation and claim asserted in the Action. Furthermore, this Agreement shall not be construed as or received in evidence as an admission, concession, or presumption against any Plaintiff or any of the Settlement Class Members that any of their claims are without merit, or that any defenses asserted by Defendants have any merit, or that damages recoverable under the Action would not have exceeded the Settlement Amount. Accordingly, neither this Agreement nor the Settlement nor any act performed or document executed pursuant to or in furtherance of this Agreement or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of the validity or invalidity of any Released Claim, or of any wrongdoing or liability or lack thereof of any Releasee; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission or lack thereof of any Releasee in any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal. The Releasees may file the Agreement and/or the Final Approval Order in any action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, claim or issue preclusion, accord and satisfaction, release, good-faith settlement, judgment bar, or reduction or another

similar defense or counterclaim. The Parties and their counsel, and each of them, agree, to the extent permitted by law, that all agreements made relating to the confidentiality of information shall survive and be unaffected by this Agreement.

Counterparts

47. This Stipulation may be executed in any number of actual or telecopied (including without limitation, by email transmission of one or more PDF files) counterparts and by each of the different Parties thereto on several counterparts, each of which when so executed and delivered shall be an original. The executed signature page(s) from each actual or telecopied counterpart may be joined together and attached to one such original and shall constitute one and the same instrument.

Waiver

48. The waiver by any Party of any breach of this Agreement shall not be deemed or construed as a waiver of any breach, whether prior, subsequent, or contemporaneous, of this Agreement.

Arm's Length Negotiations

49. The Parties represent and warrant that they are voluntarily entering into this Agreement as a result of arm's length negotiations among their counsel, that in executing this Agreement they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel. Each Party assumes the risk of mistake as to facts or law. None of the Parties shall be considered to be the drafter of this Agreement or any provision therefor for the purpose of any statute case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

Entire Agreement; Amendments

50. This Agreement and the attached Exhibits, incorporated herein by reference, constitute the entire agreement of the Parties with respect to the subject matter hereof, and may not be amended, or any of their provisions waived, except by a writing executed by all Parties hereto. The Parties: (a) acknowledged that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation. The Parties intend this Agreement to be a final and complete resolution of all disputes between them, relating to or arising out of, the same subject matter of the Action, or which otherwise constitute Released Claims. Accordingly, the Parties agree that the terms of the Agreement represent a good-faith settlement of the claims, reached voluntarily after consultation with experienced counsel.

Successors and Assigns

51. This Agreement, upon becoming operative, shall be binding upon and inure to the benefit of the Parties hereto, Releasees, and Plaintiff's Released Parties and their respective successors, assigns, heirs, estates, executors and administrators and upon any corporation, partnership or entity into or with which any such person or entity may merge to consolidate.

Governing Law

52. This Agreement shall be governed by the laws of the United States, including federal common law, except to the extent that, as a matter of federal law, state law controls, in which case Illinois law will apply without regard to conflict-of-law principles.

Continuing Jurisdiction

53. The administration, effectuation, and enforcement of the Stipulation as provided for herein will be under the authority of the Court. The Court will retain continuing and exclusive jurisdiction over the Parties and the Settlement Class Members and over the administration, effectuation, and enforcement of the terms of the Stipulation and the benefits to the Settlement Class Members hereunder, and for such other matters that may properly come before the Court, including any dispute or controversy arising with respect to the interpretation, enforcement, or implementation of the Stipulation or any of its terms. Any such dispute or controversy must be brought to the attention of the Court by written motion. The Parties and each of the Settlement Class Members consent to the jurisdiction of the Court with respect to any proceedings brought to enforce or interpret this Settlement and hereby waive all objections to venue and personal and subject matter jurisdiction in that regard.

Best Efforts and Non-Disparagement

54. The Parties all agree to cooperate fully with one another in seeking the Court's approval of this Agreement and the Settlement and to use their best efforts to effect final Court approval of this Agreement and the Settlement.

55. The Parties shall refrain from making derogatory or disparaging comments related to Plaintiffs, Class Counsel, any Releasee, Defendants, the Plans, and/or Defendants' Counsel.

Signed and agreed to on the 16th day of September, 2025.

**BY PLAINTIFFS' COUNSEL
ON BEHALF OF THE
SETTLEMENT CLASS:**

DOWD, BLOCH, BENNETT,
CERVONE, AUERBACH &
YOKICH, LLP

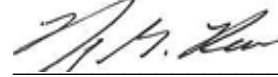


Elizabeth L. Rowe

Signed and agreed to on the 16th day of September, 2025.

**BY DEFENDANTS' COUNSEL
ON BEHALF OF DEFENDANTS:**

MAYER BROWN LLP

A handwritten signature in black ink, appearing to read "N.G. Ross", is written over a horizontal line.

Nancy G. Ross

Exhibit 1

to Amended Settlement Agreement & Stipulation

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

JERRY DIDONATO, ED KOGELIS, and	)	
LEOVIGILDO LOERA individually, and on behalf of	)	
those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	Case No. 19-cv-2694
v.	)	
	)	
NATIONAL PRODUCTION WORKERS UNION	)	Judge John Robert Blakey
SEVERANCE TRUST PLAN <i>et al.</i>	)	
	)	
Defendants.	)	

[PROPOSED] ORDER
GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

On _____, 2025, Plaintiffs presented to the Court for preliminary approval a class action settlement of the litigation as against all Defendants. (ECF No. ____.) The terms of the Settlement are set out in an Amended Settlement Agreement and Stipulation dated _____, executed by the Class Counsel and Defendants’ Counsel, and attached as Exhibit A to the Declaration of Elizabeth Rowe, which accompanies the Motion for Preliminary Approval of the Settlement. For purposes of this Order, if not defined herein, capitalized terms have the definitions in the Amended Settlement Agreement and Stipulation (the “Settlement Agreement,” the “Agreement,” or the “Stipulation”), which is incorporated herein by reference.

The Court, having considered Plaintiffs’ Motion and finding good cause therefor, hereby GRANTS the Motion and ORDERS as follows:

1. **Preliminary Findings Regarding Proposed Settlement:** The Court preliminarily finds that:

- A. The proposed Settlement resulted from arm's-length negotiations between experienced and competent counsel with the assistance of a neutral mediator;
- B. The Settlement was negotiated only after Class Counsel had received pertinent information and documents from Defendants and a full settlement conference had taken place;
- C. Class Counsel and a Class Representative have concluded that the Settlement Agreement is fair, reasonable, and adequate, and have submitted declarations in support of the Settlement; and
- D. Considering the relevant Seventh Circuit factors, the Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

2. **Fairness Hearing:** A hearing will be held on [a date within one-hundred and twenty (120) calendar days of the date of the entry of the Preliminary Approval Order] _____, 2025, at _____ a.m. in Courtroom 1203 of the United States District Court for the Northern District of Illinois, Eastern Division, before the undersigned Judge to determine, among other issues:

- A. Whether the Court should approve the Settlement as fair, reasonable, and adequate;
- B. Whether the Court should enter the Final Approval Order;
- C. Whether the Court should approve any motion for Attorneys' Fees and Costs to be filed by Class Counsel and as specified in the Settlement Agreement;

- D. Whether the Court should approve the Administrative Expenses specified in the Settlement Agreement and requested by the parties should be approved for payment from the Settlement Fund; and
- E. Whether any motion for compensation to Class Representatives as specified in the Settlement Agreement should be approved.

3. **Settlement Administrator:** The Court approves and orders that Analytics, LLC shall be the Settlement Administrator responsible for carrying out the responsibilities set forth in the Settlement Agreement.

- A. The Settlement Administrator shall be bound by the Confidentiality Order (ECF No. 114) and any further non-disclosure or security protocol jointly required by the Settling Parties, set forth in writing to the Settlement Administrator.
- B. The Settlement Administrator shall use the data provided by the Defendants and the recordkeeper for the National Production Workers Union Severance Trust Plan (“Severance Plan”) and the National Production Workers Union 401(k) Retirement Plan (“401(k) Plan”) (collectively, the “Plans”), or its designee, solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

4. **Class Certification:** The following Settlement Class, consisting of three subclasses, is preliminarily certified for settlement purposes only pursuant to Fed. R. Civ. P. 23(b)(1):

- A. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period

that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated before January 1, 2016 who either (a) timely responded by June 8, 2025 to a letter dated May 8, 2025 sent by the Plan Administrator of the Severance Plan, or (b) received a distribution of their Severance Plan account between January 1, 2016 and June 8, 2025 (hereinafter, the “Pre-2016 Severance Plan Subclass”); and

- B. All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated on or after January 1, 2016 (hereinafter, the “Post-2016 Severance Plan Subclass”); and
- C. All participants and beneficiaries of the 401(k) Plan that have had a positive account balance in the 401(k) Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. (hereinafter, the “401(k) Plan Subclass”).

The Class Period shall be defined, with respect to the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass, as January 1, 2016 through the date of this Order, and with respect to the 401(k) Plan Subclass, as January 1, 2020 through the date of this Order.

5. The Court appoints Jerry Didonato, Ed Kogelis, and Leovigildo Loera as the representatives for the Settlement Class. Further, the Court appoints Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich, LLP as counsel for the Settlement Class.

6. **Establishment of Settlement Fund:** A common fund is agreed to by the parties in the Settlement Agreement and is hereby established and shall be known as the *DiDonato, et*

al. v. National Production Workers Union Severance Trust Plan, et al. Settlement Fund (the “Settlement Fund”). The Settlement Fund shall be a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468-1(a) promulgated under Section 468B of the Internal Revenue Code. The Settlement Fund shall consist of \$615,250.00 and any interest earned thereon. The Settlement Fund shall be administered in accordance with the terms of the Settlement Agreement and this Order as follows:

- A. The Settlement Fund is established exclusively for the purposes of: (a) making distributions to eligible claimants in accordance with the claims process described in the Settlement Agreement; (b) making distributions to Class Representatives and Class Members as specified in the Settlement Agreement; (c) making payments for all settlement administration costs and costs of notice, including payments of all Settlement Administrative Expenses specified in the Settlement Agreement; (d) making payments of all Attorneys’ Fees to Class Counsel and reimbursement of Costs for this litigation incurred on behalf of Plaintiffs as awarded by the Court in this action; and (e) paying employment, withholding, income and other applicable taxes, all in accordance with the terms of the Settlement Agreement and this Order. Other than the payment of Settlement Administrative Expenses or as otherwise expressly provided in the Settlement Agreement, no distribution shall be made from the Settlement Fund until after the date of Complete Settlement Approval as defined in the Settlement Agreement.

- B. Within the time periods set forth in the Settlement Agreement, Defendants, or if applicable, their insurers or representatives, shall cause \$615,25000 to be deposited into the Settlement Fund.
- C. The Settlement Fund shall be a single qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 *et seq.*
- D. Defendants or their representatives shall have no withholding, reporting or tax reporting responsibilities with regard to the Settlement Fund or its distribution, except as otherwise specifically identified herein. Defendants or their representatives shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) the obligation to cause the Settlement Amount to be deposited into the Settlement Fund; and (2) the agreement to cooperate in providing information that is necessary for settlement administration as set forth in the Settlement Agreement.
- E. The oversight of the Settlement Fund is the responsibility of the Settlement Administrator. The status and powers of the Settlement Administrator are as defined by this Order and as approved in the Settlement Agreement.
- F. The Settlement Amount caused to be deposited by Defendants into the Settlement Fund in accordance with the Settlement Agreement, and all income generated by that Amount, shall be *in custodia legis* and immune from attachment, execution, assignment, hypothecation, transfer or similar process by any person. Once the Settlement Fund vests, it is irrevocable during its term and Defendants have divested themselves of all right, title or interest,

whether legal or equitable, in the Settlement Fund, if any; provided, however, in the event the Settlement Agreement is not approved by the Court or the Settlement set forth in the Settlement Agreement is terminated or fails to become effective in accordance with its terms (or, if following approval by this Court, such approval is reversed or modified), the parties shall be restored to their respective positions in this case as of the day prior to the execution of the Settlement Agreement; the terms and provisions of the Settlement Agreement and this Order shall be void and have no force and effect and shall not be used in this case or in any proceeding for any purpose; and the Settlement Fund and income earned thereon shall immediately be returned to the entity that funded the Settlement Fund. Further provided that, if the Settlement Agreement is terminated after Defendants or their representatives have deposited the Settlement Funds, but prior to the entry of an order granting Final Approval of the Settlement, the funds in the Settlement Fund shall be disposed of as set forth in the Settlement Agreement.

- G. The Settlement Administrator may make disbursements out of the Settlement Fund only in accordance with this Order or any additional Orders issued by the Court.
- H. The Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Settlement Fund in accordance with the Settlement Agreement, provided, however, that the Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges and excises of any kind, including income taxes, and any interest,

penalties or additions to such amounts, are, in the Settlement Administrator's sole discretion, finally determined and all such amounts have been paid by the Settlement Fund.

- I. The Settlement Fund shall be used to make payments to Settlement Class Members under the Plan of Allocation set forth in the Settlement Agreement. Individual payments to Settlement Class Members will be subject to tax withholding as required by law and as described in the Class Notice and its attachments. In addition, all Class Representatives' case contribution awards, Settlement Administrative Expenses, and all Attorneys' Fees and Costs for this litigation incurred on behalf of Plaintiffs shall be paid from the Settlement Fund as set forth in the Settlement Agreement.
- J. The Court and the Settlement Administrator recognize that there will be tax payments, withholding and reporting requirements in connection with the administration of the Settlement Fund. The Settlement Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing authorities any taxes due with respect to any distribution from the Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes.

- K. The Settlement Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including the payment of all distributions.
- L. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions of the Settlement Fund. All accounts, books and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person; the nature and status of any payment from the Settlement Fund and other information which the Settlement Administrator considers relevant to showing that the Settlement Fund is being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Order, and any future orders that the Court may find it necessary to issue.
- M. This Order will bind any successor Settlement Administrator. The successor Settlement Administrator(s) shall have, without further act on the part of anyone, all the duties, powers, functions, immunities, and discretion granted to the original Settlement Administrator. Any Settlement Administrator(s) who is replaced (by reason other than death) shall execute all instruments, and do all acts, that may be necessary or that may be ordered or requested in writing by the Court or by any successor Settlement Administrator(s), to transfer administrative powers over the Settlement Fund to the successor Settlement Administrator(s). The appointment of a successor Settlement Administrator(s),

if any, shall not under any circumstances require any Defendant to make any further payment of any nature into the Settlement Fund or otherwise.

7. **Class Notice:** The Settling Parties have presented to the Court the Class Notice, which is the proposed forms of notice regarding the Settlement for mailing to Settlement Class Members.

A. The Court approves the text of the Class Notice and finds that the proposed forms and content therein fairly and adequately:

- i. Summarize the claims asserted;
- ii. Describe the terms and effect of the Settlement;
- iii. Notify the Settlement Class that Class Counsel will seek compensation from the Settlement Fund for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards;
- iv. Give notice to the Settlement Class of the time and place of the Fairness Hearing, and Settlement Class Members' right to appear; and
- v. Describe how the recipients of the Class Notice may object to the Settlement, or any requested Attorneys' Fees and Costs, Administrative Expenses, or Case Contribution Awards.

B. Pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the contents of the Class Notice and mailing the Class Notices constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Settlement Class Members, and complies fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

- C. The Settlement Administrator shall send by first-class mail the appropriate Class Notice to each Settlement Class Member within forty-five (45) calendar days of the date of this Order, as specified in the Settlement Agreement, based on data provided by Defendants and the Plans' recordkeeper (or its designee). The Class Notices shall be mailed by first-class mail, postage prepaid, to the last known address of each Settlement Class Member provided by Defendants and the Plans' recordkeeper (or its designee), unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by Defendants and the Plans' recordkeeper (or its designee). The Settlement Administrator shall use commercially reasonable efforts to locate any Settlement Class Member whose Class Notice is returned and re-mail such documents one additional time.
- D. On or before the date that Class Notices are sent to the Settlement Class, the Settlement Administrator shall establish a Settlement Website and telephone support line as provided by the Settlement Agreement and identified in the Class Notice. The Settlement Administrator shall post a copy of the Class Notices on the Settlement Website.
- E. At or before the Fairness Hearing, Class Counsel or the Settlement Administrator shall file with the Court a proof of timely compliance with the foregoing requirements.

8. **Attorneys' Fees and Other Expenses:** Class Counsel will file with the Court their request for attorneys' fees and costs, settlement administrative expenses, and case

contribution awards as provided by the Settlement Agreement, no later than forty-five (45) days before the Fairness Hearing.

9. **Objections to Settlement:** Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of the Settlement, to the Plan of Allocation, to any term of the Settlement Agreement, to the proposed award of attorneys' fees and costs, or to any request for case contribution awards for the Class Representatives must file an objection in the manner set out in this Order.

A. Any objections to any aspect of the Settlement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been timely sent to Class Counsel and Defendants' Counsel. To be timely, the objection and any supporting documents must be filed validly with the Clerk of the Court and copies sent to Class Counsel and Defendants' Counsel at least thirty (30) calendar days prior to the scheduled Fairness Hearing.

B. A Settlement Class Member wishing to raise an objection must do the following: (A) file with the Court a statement of the Settlement Class Member's objection(s), specifying the reason(s), if any, for each such objection made, including any legal support or evidence that such objector wishes to bring to the Court's attention or introduce in support of such objection; and (B) serve copies of the objection and all supporting authorities or evidence to Class Counsel and Defendants' Counsel. The addresses for filing objections with the Court and for service of such objections on counsel for the parties to this matter are as follows:

Clerk of the Court
United States District Court for the Northern District of Illinois, Eastern
Division
219 S. Dearborn Street
Chicago, IL 60604

DOWD, BLOCH, BENNETT, CERVONE, AUERBACH & YOKICH, LLP
Attention: Elizabeth L. Rowe
8 S. Michigan Ave., 19th Floor
Chicago, IL 60603

MAYER BROWN LLP
Attention: Nancy G. Ross and Elaine Liu
71 S. Wacker Dr.
Chicago, IL 60606

- C. Failure to serve objection(s) on either the Court or counsel for the parties shall constitute a waiver of the objection(s). Any Settlement Class Member or other person who does not timely file and serve a written objection complying with the terms of this Order shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.
- D. Any party may, but is not required to, serve discovery requests, including requests for documents and notices of deposition not to exceed two (2) hours in length, on any objector within ten (10) calendar days of receipt of the objection, and that any responses to discovery or depositions must be completed within ten (10) calendar days of the discovery request being served on the objector.
- E. Any party may file a response to an objection by a Settlement Class Member at least seven (7) calendar days before the Fairness Hearing.

10. **Appearance at Fairness Hearing:** Any objector who files and serves a timely, written objection in accordance with the terms of this Order as set out in Paragraph 7 above may also appear at the Fairness Hearing either in person or through counsel retained at the objector's expense. Objectors or their attorneys intending to speak at the Fairness Hearing must serve a notice of intention to speak setting forth, among other things, the name, address, and telephone number of the objector (and, if applicable, the name, address, and telephone number of the objector's attorney) on Class Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court by no later than thirty (30) days before the date of the Fairness Hearing. Any objector (or objector's attorney) who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Fairness Hearing.

11. **Final Approval Motion:** Plaintiffs shall file their Final Approval Motion at least twenty-eight (28) calendar days before the Fairness Hearing.

12. **Service of Papers:** Class Counsel and Defendants' Counsel shall promptly furnish each other with copies of all objections that come into their possession.

13. **Effect of Termination of Settlement on this Order:** This Order shall become null and void, and shall be without prejudice to the rights of the parties, if the Settlement is terminated in accordance with the Settlement Agreement.

14. **Use of Order:** This Order shall not be construed or used as an admission, concession, or declaration by or against Defendants of any fault, wrongdoing, breach, or liability or a waiver of any claims or defenses, including but not limited to those as to the propriety of any amended pleadings or the propriety and scope of class certification. This Order shall not be construed or used as an admission, concession, or declaration by or against any Class Representative, or the Class that their claims lack merit, or that the relief requested in the Class

Action is inappropriate, improper or unavailable. This Order shall not be construed or used as a waiver by any party of any arguments, defenses, or claims he, she, or it may have.

15. **Deadline for Rollover Elections:** If a Settlement Class Member wants to elect the option to rollover his or her share of the settlement into a tax-qualified account, the Settlement Class Member must deliver the completed Rollover Form to the Settlement Administrator at least ten (10) days before the Fairness Hearing.

16. **Continuance of Hearing:** The Court may adjourn, modify, or continue the Fairness Hearing without further direct notice to the Settlement Class Members, other than by notice to Class Counsel and Defendants' Counsel, and other than by notice via the Court's docket or the Settlement Website.

IT IS SO ORDERED.

Dated: _____

Hon. John Robert Blakey
UNITED STATES DISTRICT JUDGE

Exhibit 2

to Amended Settlement Agreement & Stipulation

Exhibit 2

Part 1

NOTICE OF CLASS ACTION SETTLEMENT
in
**NATIONAL PRODUCTION WORKERS UNION SEVERANCE TRUST PLAN
LITIGATION**

DiDonato, et al. v. National Production Workers Union Severance Trust Plan, et al., Case No. 19-cv-2694

PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.

This is a notice of a proposed class action settlement in the above-referenced lawsuit.

If you are a member of the Class, the settlement will affect your legal rights.

This is not a solicitation from a lawyer.

You have not been sued.

- A Settlement has been reached in a class action lawsuit with respect to the National Production Workers Union Severance Trust Plan and the National Production Workers Union 401(k) Retirement Plan (together, the “Plans”), and Joseph Vincent Senese, Rosie Gibson, Jose Diaz, James Malloy, Scott Gore, and James Meltreger (collectively, with the Plans, the “Defendants”). The class action lawsuit involves allegations regarding whether the Plans had been administered by Defendants in accordance with certain provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”). Defendants have denied and continue to deny all claims and that they are liable at all, and nothing in the Settlement is an admission or concession on Defendants’ part of any fault or liability whatsoever.
- The Settlement will provide, among other things, for a six hundred fifteen thousand, two hundred and fifty dollar (\$615,250.00) Settlement Fund that will be allocated to eligible Settlement Class Members after any Court-approved deductions for Attorneys’ Fees and Costs, Administrative Expenses, and Case Contribution Awards. Settlement Class Members in the following two subclasses who are eligible for a payment from the Settlement Fund will receive their settlement payment in the form of a check, or in the form of a tax-qualified rollover to an individual retirement account or other eligible employer plan if they elect a rollover: Pre-2016 Severance Plan Subclass (defined below) and Post-2016 Severance Plan Subclass (defined below). **A Rollover Form allowing you to elect to receive your distribution in the form of a rollover is attached to this Notice.**
- Settlement Class Members in the 401(k) Plan Subclass (defined below) will receive online access to a copy of the most recent 401(k) Plan summary plan description document. This 401(k) Plan Subclass will not be eligible for a payment from the Settlement Fund because the Settlement Fund is intended to address certain claims relating to administrative expenses that were charged to Settlement Class Members in the Severance Plan.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated [DATE]. Capitalized terms used in this Notice but not defined in this Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at [www.settlementwebsite.com]. Certain other documents also will be posted on that website. You should visit that website if you would like more information about the Settlement or the lawsuit. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>.

- The Settlement Class is defined as consisting of the following three subclasses of individuals:
 - (1) All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated before January 1, 2016 who either (a) timely responded by June 8, 2025 to a letter dated May 8, 2025 sent by the Plan Administrator of the Severance Plan, or (b) received a distribution of their Severance Plan account between January 1, 2016 and June 8, 2025 (hereinafter, the “Pre-2016 Severance Plan Subclass”); and
 - (2) All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated on or after January 1, 2016 (hereinafter, the “Post-2016 Severance Plan Subclass”); and
 - (3) All participants and beneficiaries of the 401(k) Plan that have had a positive account balance in the 401(k) Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. (hereinafter, the “401(k) Plan Subclass”).

The term “Class Period” means:

For the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass, January 1, 2016 through [the date of Preliminary Approval Order]; and

For the 401(k) Plan Subclass, January 1, 2020 through [the date of Preliminary Approval Order].

- Your rights and the choices available to you—and the applicable deadlines to act—are explained in this Notice. Please note that neither National Production Workers Union Severance Trust Plan, the National Production Workers Union 401(k) Retirement Plan, nor any employees, attorneys, or representatives of National Production Workers Union Severance Trust Plan or National Production Workers Union 401(k) Retirement Plan may advise you as to what the best choice is for you or how you should proceed.
- The Court still has to decide whether to give its final approval to the Settlement. Payments and the provision of the 401(k) Plan summary plan description document in accordance with the Settlement will be made only if the Court finally approves the Settlement, and that final approval is upheld in the event of any appeal.
- A Fairness Hearing will take place on [DATE], at [TIME], before the Honorable Judge John Robert Blakey, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, in Courtroom 1203, to determine whether to grant final approval of the Settlement and approve the requested Attorneys’ Fees and Costs, Administrative Expenses, and Case Contribution Awards. If the Fairness Hearing is rescheduled, or if it is held by video conference or telephone, a notice will be posted on the Settlement Website at [SETTLEMENT WEBSITE].

- Any objections to the Settlement, or to the requested Attorneys' Fees and Costs, Administrative Expenses, or Case Contribution Awards must be served in writing on Class Counsel and Defendants' counsel and filed with the Clerk of the Court as identified on pages 8–9 of this Settlement Notice.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT:	
YOU WILL RECEIVE YOUR SHARE OF THE SETTLEMENT BY CHECK UNLESS YOU TIMELY SUBMIT A ROLLOVER FORM.	If you are eligible to receive a share of the Settlement Fund as a member of the Pre-2016 Severance Plan Subclass or the Post-2016 Severance Plan Subclass, you do not need to do anything to receive your share of the Net Settlement Amount by check. However, if you wish to receive your share of the Net Settlement Amount via a rollover to an individual retirement account or other tax-qualified plan, then you must submit a Rollover Form postmarked on or before [DATE], or 10 days before the Fairness Hearing. A Rollover Form is attached to this notice, and also may be obtained by calling the Settlement Administrator at [telephone number] or by accessing [SETTLEMENT WEBSITE].
YOU CAN OBJECT (NO LATER THAN [DATE])	If you wish to object to any part of the Settlement, or to the requested Attorneys' Fees and Costs, Administrative Expenses, or Case Contribution Awards, you must submit your objection and any supporting documents to Class Counsel, Defendants' counsel, and the Clerk of the Court (as identified on pages 8–9 below) at least thirty (30) calendar days before the Fairness Hearing. The Court has authorized the parties to seek discovery, including the production of documents and appearance at a deposition, from any person who files an objection.
YOU CAN ATTEND A HEARING ON [DATE]	If you submit a written objection to the Settlement to the Court and counsel before the deadline, you may attend and speak at the Fairness Hearing on [DATE]. If you wish to speak at the hearing, you must provide the Court, Class Counsel, and Defendants' counsel (as identified on pages 8–9 below) with notice of your intent to appear at least thirty (30) calendar days before the Fairness Hearing. If you do not provide notice as required, you may still attend the hearing but you will not be permitted to address the Court at the hearing. Please note that you will not be permitted to make an objection to the Settlement if you do not comply with the requirements for making objections.

The Class Action

The case is called *DiDonato, et al. v. National Production Workers Union Severance Trust Plan, et al.*, Case No. 19-cv-2694 (the "Action" or "lawsuit"). It has been pending since April 22, 2019, when the former plaintiffs Walter Dean and Dean Wollenzien filed this lawsuit. The Court supervising the case is the United States District Court for the Northern District of Illinois. The individuals who brought this lawsuit are called the Class Representatives, and the persons that were sued are called the Defendants. The Class Representatives, Jerry DiDonato, Ed Kogelis, and Leovigildo Loera are former participants in the Plans. Defendants are the National Production Workers Union Severance Trust Plan, the National Production Workers Union 401(k) Retirement Plan, Joseph Vincent Senese, Rosie Gibson, Jose Diaz, Shawn Ford, Scott Gore, and James Meltreger.

The claims in the lawsuit are described below on page 5, and additional information about them, including a copy of the operative Third Amended Class Action Complaint, is available at [SETTLEMENT WEBSITE].

The Settlement

Following negotiations between the Class Representatives, Class Counsel, Defendants, and Defendants' counsel, a Settlement has been reached. As part of the Settlement, a Qualified Settlement Fund of \$615,250.00 will be established to resolve the claims against Defendants in the Action. The "Net Settlement Amount" is \$615,250.00 minus any Settlement Administrative Expenses (including taxes, tax expenses, and certain other expenses), Court-approved Attorneys' Fees and Costs and Case Contribution Awards. The Net Settlement Amount will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court and further described below. In addition, the most recent 401(k) Plan summary plan description document will be made available at [SETTLEMENT WEBSITE] for a period of at least ninety (90) days after the Court provides its final approval of the Settlement.

Statement of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards Sought in the Class Action

Class Counsel has devoted many hours to investigating the facts, prosecuting the lawsuit, reviewing documents obtained from Defendants, and negotiating the Settlement. During that time, Class Counsel and the bargaining representative for the Class Representatives and some or all of the Settlement Class Members, the International Brotherhood of Teamsters, Local 179 ("Local 179") also have advanced certain of the costs necessary to pursue the case. Class Counsel took the risk of litigation and have not been paid for any of their time and Local 179 has not been reimbursed for these costs throughout the time this case has been pending.

Class Counsel will apply to the Court for payment of Attorneys' Fees for their work in the case. The amount of fees that Class Counsel will request will not exceed one-third of the Qualified Settlement Fund (\$205,000). Class Counsel also will seek to recover litigation costs, up to a maximum of \$20,000, for costs incurred either by Class Counsel or Local 179 to pursue this litigation. Any Attorneys' Fees and Costs, Settlement Administrative Expenses, and Case Contribution Awards awarded by the Court will be paid from the Qualified Settlement Fund.

A full and formal application for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards will be filed with the Court on or before [DATE]. This application will be made available at [SETTLEMENT WEBSITE]. You may also obtain a copy of this application through the Public Access to Court Electronic Records System (PACER) at <http://www.pacer.gov> or by appearing in person during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604.

1 . Why Did I Receive this Settlement Notice?

The Court caused this Notice to be sent to you because our records indicate that you may be a Settlement Class Member. If you fall within the definition of the Settlement Class, you have a right to know about the Settlement and about all of the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the Net Settlement Amount will be allocated among Settlement Class Members according to a Court-approved Plan of Allocation and the most recent 401(k) Plan summary plan description document will be made available at [SETTLEMENT WEBSITE] for a period of at least ninety (90) days.

2. What Is the Class Action About?

In the Class Action, the Class Representatives claim that the Defendants breached their fiduciary duties based on excessive administrative fees charged to Severance Plan participants with respect to only the salary increases of two individuals involved in the administration of the Plans, Defendant James Meltreger and non-party Vincent Senese. In addition, the Class Representatives claim that Defendants failed to timely provide certain information, including a copy of a summary plan description of the 401(k) Plan, that was requested by one of the Class Representatives. Defendants have denied and continue to deny all claims and contentions of the Class Representatives, that they are liable at all to the Class, and that the Class or the Plans have suffered any harm or damage for which Defendants could or should be held responsible. Defendants assert that they have always acted prudently and in the best interests of participants and beneficiaries.

3. Why Is There A Settlement?

The Court has not reached a final decision as to the Class Representatives' claims. Instead, after more than five years of litigation, the Class Representatives and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Class Representatives, Defendants, and their counsel. The parties to the Settlement have taken into account the uncertainty, risks, and costs of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. The Class Representatives and Class Counsel believe that the Settlement is best for the Settlement Class. Nothing in the Settlement Agreement is an admission or concession on Defendants' part of any fault or liability whatsoever. They have entered into the Settlement Agreement to avoid the uncertainty, expense, and burden of additional litigation.

4. What Does the Settlement Provide?

Under the Settlement, Defendants or, if applicable, their insurers will pay \$615,250.00 into a Qualified Settlement Fund to resolve the claims of the Settlement Class against Defendants. The Net Settlement Amount (after deduction of any Court-approved Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards) will be allocated to Settlement Class Members in the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass according to a Plan of Allocation to be approved by the Court (as explained further below and on the next page). Settlement Class Members who are entitled to a distribution may receive their distribution as a check, or if they choose, as a rollover to a qualified retirement account.

Class Members in the 401(k) Plan Subclass will receive online access to the 401(k) Plan summary plan description document for a period of at least 90 days at [SETTLEMENT WEBSITE] following the Court's final approval of the Settlement.

All Settlement Class Members and anyone claiming through them will fully release the Plans as well as Defendants and the Released Parties from certain Released Claims as defined in the Settlement Agreement. The Released Parties include each Defendant and certain related parties as outlined in the Settlement Agreement. The Released Claims include any claims against any of the Released Parties with respect to the Plans that were asserted or could have been asserted in the Class Action, and all claims relating to the implementation of the Settlement.

This is *only* a summary of the Released Claims and is not a binding description. The governing releases are found within the Settlement Agreement, which is available at [SETTLEMENT WEBSITE].

5. How Much Will My Distribution Be? (Settlement Fund Distributions Are Applicable to Class Members in the Pre-2016 Severance Plan Subclass and Post-2016 Severance Plan Subclass Only)

To receive a distribution from the Net Settlement Amount, you must be a "Settlement Class Member" of the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass as described on pages 1–2. The amount, if any, that will be allocated to you will be based upon records maintained by the Plans' recordkeeper. Calculations regarding individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

Individuals in the Pre-2016 Severance Plan Subclass will each receive a payment of \$25.00.

The amount of the Settlement distributions each Class Member in the Post-2016 Severance Plan Subclass is to receive depends on how often each Class Member's account(s) in the Plans was charged administrative expenses during the period covered by the Settlement and what the Class Member's account balance was relative to the account balance of all other Class Members in the Post-2016 Severance Plan Subclass. Such expenses were charged quarterly, and the Net Settlement Amount will be divided *pro rata* among Settlement Class Members in the Post-2016 Severance Plan Subclass based on the number of quarters that expenses were charged to each Class Member's account(s) relative to the combined account balances of all Class Members in the Post-2016 Severance Plan Subclass. The Plan of Allocation factors in expenses charged quarterly beginning with the quarter ending March 31, 2016, and through the quarter ending [date of quarter ending immediately before the date of the Preliminary Approval of Settlement Agreement].

To be eligible for a distribution from the Net Settlement Amount, a Class Member's account must have been charged administrative expenses during a quarter covered by the Settlement period. Therefore, for example, a Class Member who had an account in the Plans for less than one full quarter during the period covered by the Settlement will not be eligible for a Settlement distribution because no administrative expenses attributable to that quarter were charged to the Class Member's account(s). Additionally, to be eligible for a distribution from the Net Settlement Amount, a Class Member must not have already received compensation related to the claims at issue in the lawsuit.

No amount shall be distributed to a Settlement Class Member that is ten dollars (\$10.00) or less, because such an amount is de minimis and would cost more in processing than its value. The method of making these calculations is further described in the Plan of Allocation, found in paragraphs 28–39 of the Settlement Agreement and available at [SETTLEMENT WEBSITE].

Members of the 401(k) Plan Subclass only (who are not also members of the Pre-2016 Severance Plan Subclass or the Post-2016 Severance Plan Subclass) will not receive a distribution from the Settlement Fund because the Settlement Fund is intended to address certain claims relating to administrative expenses charged to the Severance Plan. Instead, members of the 401(k) Plan Subclass only will receive access to the most recent 401(k) Plan summary plan description following the Court's final approval of the Settlement.

6. How Can I Receive My Distribution?

According to our records, you are a Settlement Class Member. If you are a member of the Pre-2016 Severance Plan Subclass or the Post-2016 Severance Plan Subclass, and if you wish to receive your share of the Net Settlement Amount via a rollover to an individual retirement account or other tax-qualified retirement account, then you must submit a Rollover Form.

A Rollover Form is attached to this Notice and explains the steps necessary to receive your distribution via rollover. You may also obtain the Rollover Form on the Settlement Website at [SETTLEMENT WEBSITE], or by calling the Settlement Administrator at [telephone number]. If you do not submit a timely, valid Rollover Form, you will receive your distribution via check.

7. When Will I Receive My Distribution?

The timing of the distribution of the Net Settlement Amount is conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any Court. An appeal of the final approval order may take several years. If the Settlement is approved by the Court and there are no appeals, the Settlement distribution likely will occur within approximately three months of the Court's Final Approval Order, unless there are unforeseen circumstances. There will be no payments under the Settlement if the Settlement Agreement is terminated.

8. Can I Exclude Myself from The Settlement?

No. The Settlement Class has been certified for settlement purposes under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Settlement Class Member, you are bound by the Settlement (if it receives final Court approval) and any judgments or orders that are entered in the Action for all claims that were asserted in the Class Action or are otherwise included as Released Claims under the Settlement. If you wish to object to any part of the Settlement, you may write to Class Counsel and Defendants' counsel about why you object to the Settlement, as discussed below.

9. Do I Have A Lawyer in The Case?

The Court has appointed the law firm of Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich, LLP in Chicago, Illinois as Class Counsel in the Class Action. If you want to be represented by your own lawyer, you may hire one at your own expense.

10. How Will the Lawyers Be Paid?

Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards for Class Representatives at least forty-five (45) days prior to the Fairness Hearing, or at least fifteen (15) days prior to the objection deadline. This motion will be considered at the Fairness Hearing. Class Counsel will limit their application for Attorneys' Fees to not more than one-third of the Qualified Settlement Fund. Class Counsel also will seek to recover all actual and anticipated litigation costs up to \$20,000 that were incurred either by Class Counsel or Local 179. The Court will determine the amount of fees, costs, and administrative expenses that will be awarded, if any. All papers filed in this Action, including Class Counsel's motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards will be available for review via the Public Access to Court Electronic Records System (PACER), available online at <http://www.pacer.gov>.

11. How Do I Tell the Court If I Don't Like the Settlement?

If you are a Settlement Class Member, you can object to the Settlement by mailing to Class Counsel and to Defendants' counsel at the addresses below a written objection explaining why you object and providing any supporting documents. Your written objection must: (1) clearly identify the case name and number: *DiDonato v National Production Workers Union Severance Trust Plan, et al.*, Case No. 19-cv-2694, (2) include your full name, current address, and telephone number; (3) describe the position you wish to assert, including the factual and legal grounds for the position; (4) provide copies of all documents that you wish to submit in support of your position; (5) provide the name(s), address(es) and phone number(s) of any attorney(s) representing you and (6) include your signature.

Your written objection and supporting documents must be filed with the Court no later than thirty (30) calendar days prior to the Fairness Hearing to be considered. The Court's address is Clerk of the Court, United States District Court for the Northern District of Illinois, Eastern Division, 219 S. Dearborn St., Chicago, IL 60604. Your written objection and supporting documents must also be mailed to Class Counsel and Defendants' counsel no later than thirty (30) calendar days prior to the Fairness Hearing to be considered. Class Counsel and Defendants will have an opportunity to respond to your objection. Please note that the Court's Order Granting Preliminary Approval of this Settlement provides that any party to the litigation may, but is not required to, serve discovery requests, including requests for documents and a notice of deposition not to exceed two hours in length, on any objector. Any responses to discovery, or any depositions, must be completed within ten (10) days of being served on the objector.

CLASS COUNSEL	DEFENDANTS' COUNSEL
J. Peter Dowd and Elizabeth L. Rowe Dowd, Bloch, Bennett, Cervone, Auerbach & Yokich, LLP 8 S. Michigan Ave., 19th Floor Chicago, IL 60603 312-372-1361	Nancy G. Ross and Elaine Liu Mayer Brown LLP 71 South Wacker Drive Chicago, IL 60606 312-782-0600

| 12. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing at **[TIME]** on **[DATE]** at United States District Court for the Northern District of Illinois Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604, in Courtroom 1203. At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable and adequate. The Court also will consider the motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards to Class Representatives. If there are objections, the Court will consider them then. Please note that if the Fairness Hearing is rescheduled or if it is held by video conference or telephone, a notice will be posted on the Settlement Website at **[SETTLEMENT WEBSITE]**.

| 13. Do I Have to Attend the Fairness Hearing?

No, but you are welcome to come at your own expense. You may also make an appearance through an attorney at your own expense. If you send an objection, you do not have to come to the Court to talk about it. As long as you mailed your written objection on time, the Court will consider it.

| 14. May I Speak at the Fairness Hearing?

Yes. If you wish to attend the hearing and speak at the hearing, you must serve Class Counsel and Defendants' counsel (as identified on pages 8–9) and file with the Clerk of the Court, at the addresses listed in the Answer to Question No. 11, with a notice of intent to appear at least 30 calendar days before the Fairness Hearing. You must also comply with the requirements for making an objection (described above) if you wish to object to the Settlement.

| 15. What Happens If I Do Nothing at All?

If you are a "Settlement Class Member" in the Pre-2016 Severance Plan Subclass or Post-2016 Severance Plan Subclass as described on page 2, and you do nothing, you will receive *your pro rata* share of the Net Settlement Amount via check if you do not submit a rollover form and the Settlement is finally approved. If you are a "Settlement Class Member" in the 401(k) Plan Subclass as described on page 2, and you do nothing, you will receive online access to the 401(k) Plan summary plan description document at **[SETTLEMENT WEBSITE]** for a period of at least 90 days following the Court's final approval of the Settlement.

16. How Do I Get More Information?

If you have questions regarding the Settlement, you can visit [SETTLEMENT WEBSITE], call [phone number], or write to the Settlement Administrator at 18675 Lake Drive East, Chanhassan, MN 55347. All papers filed in this lawsuit are also available for review via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and can be reviewed in person during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of Illinois Eastern Division, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, Illinois 60604. Please note that neither National Production Workers Union Severance Trust Plan, the National Production Workers Union 401(k) Retirement Plan, nor any employees, attorneys, or representatives of National Production Workers Union Severance Trust Plan or National Production Workers Union 401(k) Retirement Plan may advise you as to what the best choice is for you or how you should proceed.

Exhibit 2

Part 2

National Production Workers Union Settlement Administrator
P.O. Box [insert PO box number]
Chanhassen, MN 55317-200X
www.SettlementWebsite.com

ROLLOVER FORM

Settlement Class Members who would like to elect to receive their settlement payment through a rollover to a qualified retirement account must complete, sign, and mail this form with a postmark on or before [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]. Please review the instructions below carefully. **Settlement Class Members who do not complete and timely return this form will receive their settlement payment by a check.** If you have questions regarding this form, you may contact the Settlement Administrator as indicated below:

www.settlementwebsite.com or call 888-424-5540

PART 1: INSTRUCTIONS FOR COMPLETING ROLLOVER FORM

1. If you would like to receive your settlement payment through a rollover to a qualified retirement account, complete this rollover form. You should also keep a copy of all pages of your Rollover Form, including the first page with the address label, for your records.
2. **Mail your completed Rollover Form postmarked on or before [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER] to the Settlement Administrator at the following address:**

National Production Workers Union Settlement Administrator
P.O. Box [insert PO box number]
Chanhassen, MN 55317-200X

It is your responsibility to ensure the Settlement Administrator has timely received your Rollover Form.

3. Other Reminders:
 - You must provide date of birth, signature, and a completed Substitute IRS Form W-9, which is attached as part 5 to this form.
 - If you desire to do a rollover and you fail to complete all of the rollover information in Part 4, below, payment will be made to you by check.
 - If you change your address after sending in your Rollover Form, please provide your new address to the Settlement Administrator.
 - **Timing of Payments to Eligible Settlement Class Members.** The timing of the distribution of the Settlement payments are conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to an appeal in any court. An appeal of the final approval order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within four months of the Court's Final Approval Order.
4. **Questions?** If you have any questions about this Rollover Form, please call the Settlement Administrator at [phone number]. The Settlement Administrator will provide advice only regarding completing this form and will not provide financial, tax or other advice concerning the Settlement. You therefore may want to consult with your financial or tax advisor. Information about the status of the approval of the Settlement and the Settlement administration is available on the settlement website, [www.settlementwebsite.com].

You may be eligible to receive a payment from a class action settlement. The Court has preliminarily approved the class settlement of *DiDonato v National Production Workers Union Severance Trust Plan, et al.*

That Settlement provides allocation of monies to certain participants and beneficiaries of the National Production Workers Union Severance Trust Plan who had an account balance that was charged administrative expenses in the plan any time between

[ROLLOVER FORM CONTINUES ON THE NEXT PAGE]

January 1, 2016 through the date of preliminary approval of the settlement. To determine if you are an eligible Class Member, please see the Notice of Class Action Settlement. Class Members who are eligible to receive an allocation of monies will receive their allocations in the form of a check or in the form of a rollover if and only if they mail a valid Rollover Form postmarked on or before [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER] to the Settlement Administrator with the required information to effectuate the rollover. For more information about the Settlement, please see the Notice Of Class Action Settlement, visit [www.settlementwebsite.com], or call [phone number].

If you are a Class Member in the Severance Plan eligible to receive an allocation from the Settlement Fund, you must decide whether you want your payment (1) sent payable to you directly by check or (2) to be rolled over into another eligible retirement plan or into an individual retirement account ("IRA"). To elect a rollover, please complete and mail this Rollover Form postmarked on or before [RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER] to the Settlement Administrator. If you are a Class Member eligible for a payment from the Settlement Fund, and you do not return this form, your payment will be sent to you directly by check. If you return this form, and the Settlement Administrator determines that you are a Class Member who is *not* actually eligible for a payment under the terms of the Settlement, the Settlement Administrator will simply shred and discard the form and your rights will not otherwise be impacted.

PART 2: SETTLEMENT CLASS MEMBER INFORMATION

First Name

M.I.

Last Name

Mailing Address

City

State

Zip Code

Home Phone

Work Phone or Cell Phone

Class Member's Social Security Number

Class Member's Date of Birth

Email Address

M M D D Y Y Y Y

PART 3: BENEFICIARY OR ALTERNATE PAYEE INFORMATION (IF APPLICABLE)

☐ Check here if you are the **surviving spouse or other beneficiary** for the Settlement Class Member and the Settlement Class Member is deceased. Please complete the information below and then continue on to Parts 4 and 5 on the next page.

☐ Check here if you are an alternate payee under a qualified domestic relations order (QDRO). The Settlement Administrator may contact you with further instructions. Please complete the information below and then continue on to Parts 4 and 5 on the next page.

Your First Name

M.I.

Last Name

Your Social Security Number or Tax ID Number

Your Date of Birth

Your Mailing Address

M M D D Y Y Y Y

City

State

Zip Code

[ROLLOVER FORM CONTINUES ON THE NEXT PAGE]

1

Direct Rollover to an Eligible Plan – Check only one box below and complete the Rollover Information Section below:

403(b)

☐ Direct Rollover to a Roth IRA (*subject to ordinary income tax*)

Company or Trustee's Name (to whom the check should be made payable)

[illegible][illegible][illegible][illegible][illegible]
$$\begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|} \hline & & \\ \hline \end{array} - \begin{array}{|c|c|c|c|} \hline & & & \\ \hline \end{array}$$

UNDER PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS ROLLOVER FORM IS TRUE, CORRECT, AND COMPLETE AND THAT I SIGNED THIS ROLLOVER FORM.

1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

M M D D Y Y Y Y

Date Signed (Required)

Note: If you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.

Exhibit 3

to Amended Settlement Agreement & Stipulation

_____, 2025

VIA FEDEX

TO: Federal and State Officials Identified on Attached Distribution List

Re: *Didonato, et al. v. National Production Workers Union Severance Trust Plan et al.*
United States Court for the Northern District of Illinois, Eastern Division; Case No: 19-cv-2694

Class Action Fairness Act Notice Pursuant to 28 U.S.C. § 1715

Analytics Consulting LLC (“Analytics”), an independent claims administrator, on behalf of Defendants National Production Workers Union Severance Trust Plan et al. (collectively, “Defendants”) in the above-captioned action (“National Production Workers Union Action”) hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1715, to advise you of the proposed settlement of the above-captioned class action lawsuit (the “Class Action”) currently pending in the United State Court for the Northern District of Illinois, Eastern Division, in which Plaintiffs alleged that Defendants breached their fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, et seq., in connection to the management of the National Production Workers Union Severance Trust Plan and the National Production Workers Union 401(k) Retirement Plan (collectively, the “Plans”).

Plaintiffs filed a motion with the United States District Court for the Northern District of Illinois, Eastern Division, on _____, 2025, requesting preliminary approval of the proposed settlement. The court has not granted preliminary approval of the proposed settlement yet, nor has it scheduled a hearing for preliminary approval or final approval of the settlement.

In accordance with 28 U.S.C. § 1715(b), Defendants state as follows:

(1) The operative Complaint and any materials filed with the Complaint.

The operative complaint in the National Production Workers Union Action, as well as all attachments thereto, are contained on the enclosed CD. In addition, the complaint and all other pleadings and records filed in the Class Action are available on the internet through the federal government’s PACER service at <https://ecf.ilnd.uscourts.gov/cgi-bin/ShowIndex.pl>. Additional information about the PACER service may be found at <https://www.pacer.gov>.

(2) Notice of any scheduled judicial hearing in the class action.

Plaintiffs in the National Production Workers Union Action filed an unopposed motion for preliminary approval of the proposed class action settlement on _____. The motion for preliminary approval [is scheduled to be heard on [DATE] in Courtroom 1203 of the Everett McKinley Dirksen United States Courthouse, 219 S. Dearborn Street, Chicago, IL 60604 / has not yet been heard, and the Court has not yet scheduled a fairness hearing.]. [At the hearing, the court _____.] [A copy of the Preliminary Approval Order (Dkt. No. ____) is contained on the enclosed CD / To date, the Court has not entered any orders regarding this motion.]

(3) Any proposed or final notification to class members.

Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Dkt. No. ____), the Memorandum in Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement (Dkt. No. ____) and all other supporting documents (Dkt. Nos. ____) are contained on the enclosed CD. The proposed form of direct notice to settlement class



members, which is defined in Paragraph 27 of the Settlement Agreement provides notice of the proposed settlement and are included as Exhibit 2 to the Settlement Agreement on the enclosed CD.

(4) Any proposed or final class action settlement.

As discussed in section (3) above, the parties' Settlement Agreement and its Exhibits (Dkt. No. [REDACTED]) are included on the enclosed CD.

(5) Any settlement or other agreement contemporaneously made between class counsel and counsel for Defendants.

There are no additional agreements between counsel for the Class and counsel for Defendants.

(6) A final judgment or notice of dismissal.

No final judgment or notice of dismissal has yet been entered in the Class Action. Upon entry, a copy of the Final Order and Judgment will be available through PACER and can be accessed as described in section (1) above.

(7) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

A list of the names of settlement class members who reside in each state, based on the last mailing address known to Defendants, [is included in the enclosed CD / is not feasible to provide at this time because it is currently being compiled, but will be available upon request]. The specific settlement allocation to each class member will be determined by the Settlement Administrator according to a court-approved formula. As a result, we do not yet know how much each class member will receive, and it is not feasible to determine the estimated proportionate share of the claims of the class members who reside in each state to the entire settlement. Upon final approval of the court, the settlement proceeds will be distributed among the class members according to the Plan of Allocation set forth in the Settlement Agreement.

(8) Any written judicial opinion relating to the materials described in sections (3) through (6).

[A copy of the Preliminary Approval Order entered by the Court on ____ (Dkt. No. ____) is contained on the enclosed CD. / The Court has not entered any written judicial opinion on these materials to date.]

The Defendants in this matter are represented by Nancy G. Ross and Elaine Liu of Mayer Brown LLP, 71 S Wacker Dr, Chicago, IL 60606. Should you have any questions regarding this matter, please do not hesitate to contact Nancy G. Ross (nross@mayerbrown.com) and Elaine Liu (eliu@mayerbrown.com) at (312) 782-0600.

Thank you for your attention to this matter.

Sincerely,

Office of the Claims Administrator

Enclosures

Exhibit 4

to Amended Settlement Agreement & Stipulation

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

JERRY DIDONATO, ED KOGELIS, and LEOVIGILDO LOERA individually, and on behalf of those similarly situated,	)	
	)	
Plaintiffs,	)	
	)	
v.	)	Case No. 19-cv-2694
	)	
NATIONAL PRODUCTION WORKERS UNION SEVERANCE TRUST PLAN <i>et al.</i>	)	
	)	Judge John Robert Blakey
	)	
Defendants.	)	

**[PROPOSED] ORDER
GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Wherefore, this ____ day of _____, 2026, upon consideration of Plaintiffs’ Motion for Final Approval of the Class Action Settlement Agreement (ECF No. __) regarding the Amended Settlement Agreement and Stipulation dated ____, 2025 (the “Settlement Agreement,” the “Agreement,” or the “Stipulation”), in the above-captioned matter, the Court hereby orders and adjudges as follows:

1. For purposes of this Final Approval Order and Judgment, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.
2. The Court has jurisdiction over the subject matter of this action and personal jurisdiction over all parties to the action, including all members of the Settlement Class.
3. The following Settlement Class, consisting of three subclasses, is certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure for purposes of the Settlement only:

All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class

Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated before January 1, 2016 who either (a) timely responded by June 8, 2025 to a letter dated May 8, 2025 sent by the Plan Administrator of the Severance Plan, or (b) received a distribution of their Severance Plan account between January 1, 2016 and June 8, 2025 (hereinafter, the “Pre-2016 Severance Plan Subclass”); and

All participants and beneficiaries of the Severance Plan that were charged administrative fees in the Severance Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. that had terminated on or after January 1, 2016 (hereinafter, the “Post-2016 Severance Plan Subclass”); and

All participants and beneficiaries of the 401(k) Plan that have had a positive account balance in the 401(k) Plan at any time during the Class Period that resulted from employment of individuals in the bargaining unit in Elwood, Illinois by Parsec, Inc. (hereinafter, the “401(k) Plan Subclass”).

The Class Period shall be defined, with respect to the Pre-2016 Severance Plan Subclass and the Post-2016 Severance Plan Subclass, as January 1, 2016 through the date of this Order, and with respect to the 401(k) Plan Subclass, as January 1, 2020 through the date of this Order.

4. Pursuant to Rules 23(e)(1)(A) and (C), the Court hereby approves and confirms the Settlement and the terms therein as being fair, reasonable, and adequate to the Defendants and the Settlement Class Members.

5. The Court hereby approves the Settlement and orders that the Parties take all necessary steps to effectuate the terms of the Settlement Agreement.

6. In accordance with the Court’s Orders, and as reflected in the information from the Settlement Administrator, Analytics, LLC, the Class Notices were timely distributed by first-class mail to all Class Members who could be identified with reasonable effort, and notice was published on the settlement website maintained by Class Counsel. The Settlement Administrator searched for updated address information for those returned as undeliverable and re-mailed Class

Notices to those Settlement Class Members. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* (“CAFA”), notice was provided to the Attorneys General for each of the states in which a Settlement Class Member resides and the Attorney General of the United States.

7. The form and methods of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rules 23(c)(2) and (e), and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the Fairness Hearing and the rights of all Settlement Class Members have been provided to all people, powers and entities entitled thereto, consistent with Rule 23 and due process.

8. The Court finds that the Settlement is fair, reasonable, and adequate based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

- A. The Settlement resulted from arm’s length negotiations by experienced and competent counsel overseen by a neutral Magistrate Judge;
- B. The Settlement was negotiated only after Class Counsel received pertinent information and documents from Defendants;
- C. The Settling Parties were well-positioned to evaluate the value of the Class Action;
- D. If the Settlement had not been achieved, both Plaintiffs and Defendants faced the expense, risk, and uncertainty of extended litigation;
- E. The amount of the Settlement (\$615,250.00) and the other terms of the Settlement Agreement, including the provision of the 401(k) Plan Summary Plan Description document to the 401(k) Plan Subclass members, are fair,

reasonable, and adequate, and the Settlement amount is within the range of settlements that would have been approved in similar cases;

F. The Class Representatives and Class Counsel have concluded that the Settlement Agreement is fair, reasonable, and adequate;

G. Settlement Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court, including at the Fairness Hearing held by the Court on _____; and

H. There were ____ objections to the settlement. The Court has considered those objections, and they do not affect the Court's determination that the Settlement is fair, reasonable, and adequate. Accordingly, the Court overrules them with prejudice.

9. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable, and adequate to the Plan and the Settlement Class.

10. This Action and all Released Claims asserted or could have been asserted therein, whether asserted by the Class Representatives on their own behalf or on behalf of the Settlement Class Members, or derivatively to secure relief for the Plans, are dismissed with prejudice, without costs to any of the Settling Parties other than as provided for in the Settlement Agreement.

11. The Class Representatives and each Settlement Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns, regardless of whether or not

such Settlement Class members qualify for a distribution under the terms of the Settlement Agreement, whether or not such Settlement Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections to the Settlement Agreement or claims for distribution of such Settlement Class Members have been approved or allowed, on behalf of themselves and on behalf of the Plans, shall be: (1) conclusively deemed to have, and by operation of the Complete Settlement Approval, as that term is defined in the Settlement Agreement, shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants and the Released Parties from all Released Claims; and (2) barred and enjoined from suing the Defendants or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Member or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Settlement Class Members actually received the Class Notices, whether or not such Settlement Class Members have filed an objection to the Settlement, and whether or not the objections or claims for distribution of such Settlement Class Members have been approved or allowed.

The Class Representatives and each Settlement Class Member shall also release Defendants, Defendants' Counsel, the Released Parties, and the Plans from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and from all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

12. The Class Representatives and each Settlement Class Member, acting individually or together, or in combination with others, are hereby barred from suing or seeking to institute,

maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim on the basis of, connected with, or arising out of or substantially related to, any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of the Settlement Agreement in accordance with the procedures set forth in the Settlement Agreement.

13. The Court finds that it has subject matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Settlement Class Members pursuant to the provisions of ERISA, and expressly retains that jurisdiction for purposes of enforcing and interpreting this Final Approval Order and/or the Settlement Agreement. Any motion to enforce paragraphs 10 – 12 of this Final Approval Order or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Approval Order may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

14. The Court finds that all applicable CAFA requirements have been satisfied.

15. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each eligible Settlement Class Member pursuant to the Plan of Allocation approved by the Court.

16. With respect to payments or distributions to Settlement Class Members, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

17. Within twenty-eight (28) calendar days following the issuance of all Settlement payments to Settlement Class Members as provided by the Plan of Allocation approved by the

Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defendants' Counsel a list of each person who received a Settlement payment or contribution from the Settlement Fund and the amount of such payment or contribution.

18. Upon the Complete Settlement Approval under the Settlement Agreement, all Settling Parties, the Settlement Class, and the Plans shall be bound by the Settlement Agreement and by this Final Approval Order.

IT IS SO ORDERED.

Dated: _____

Hon. John Robert Blakey
UNITED STATES DISTRICT JUDGE