

**NOTICE OF PROPOSED PARTIAL CLASS ACTION SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR IN A CLASS ACTION LAWSUIT PENDING IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY, KNOWN AS *LINCOLN ADVENTURES, LLC, ET AL. VS. THOSE CERTAIN UNDERWRITERS AT LLOYD’S, ET AL.*, CASE NO. 2:08-CV-00235-CCC-ESK (D.N.J.) (THE “LAWSUIT”)**

**THIS NOTICE IS AUTHORIZED BY THE U.S. DISTRICT COURT,  
DISTRICT OF NEW JERSEY (THE “COURT”).**

IF YOU PURCHASED INSURANCE THROUGH CERTAIN SYNDICATES AT LLOYD’S, LONDON DURING THE PERIOD **JANUARY 1, 1997, THROUGH JUNE 15, 2023**, YOU COULD GET MONEY FROM A PARTIAL CLASS ACTION SETTLEMENT WHICH MAY AFFECT YOUR RIGHTS.

**This Notice is not an opinion by the Court as to the merits of any of the claims or defenses in this class action lawsuit. This is not a solicitation from a lawyer.**

IF YOU HAVE ANY QUESTIONS,  
PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-877-298-4134 OR VISIT THE WEBSITE DEDICATED TO THE SETTLEMENT AT [WWW.SYNDICATESETTLEMENT.COM](http://WWW.SYNDICATESETTLEMENT.COM).

| <b>Summary of Your Legal Rights and Options<br/>in This Settlement</b>    |   |
|---|---|
| <b>Submit a Claim Form by<br/>December 21, 2023</b>                       | <b>The only way to be eligible to receive money from this Settlement is to complete, sign, and return a Claim Form as more fully described in Section I.H., below.</b>  |
| <b>Request Exclusion from the<br/>Settlement by November 23,<br/>2023</b> | <b>The only way to bring a separate case, at your own expense, against any of the Settling Defendants for claims arising out of the facts alleged in this Lawsuit is to request exclusion as more fully described in Section V.A., below.</b>   |
| <b>Object to the Settlement by<br/>November 23, 2023</b>                  | <b>If you do not agree with any part of this Settlement, the Plan of Allocation, the application for attorneys’ fees and expenses or service awards to the class representatives, you may file an objection on or before November 23, 2023, and ask to speak to the Court at the Fairness Hearing as more fully described in Section V.C., below.</b> |
| <b>Do Nothing</b>   | <b>Receive no payment. Lose rights.</b>   |

## **I. BASIC INFORMATION**

### **A. What is this Notice?**

This Notice concerns a proposed partial settlement of a class action lawsuit with certain, but not all, of the Lloyd's Syndicates who are Defendants in the Lawsuit that sold insurance to policyholders in the United States (the "Settlement").

The Court has preliminarily approved the Settlement. If you are a member of the Settlement Class (defined below in Section I.B.), you have legal rights and options that you may exercise before the Court considers whether it will grant final approval to the Settlement at the Fairness Hearing (described below in Section I.E.). At the Fairness Hearing, the Court will decide whether the Settlement is fair, reasonable, and provides adequate compensation and benefits to the members of the Settlement Class.

The Honorable Claire C. Cecchi of the United States District Court for the District of New Jersey is overseeing this Lawsuit.

### **B. Whom does the Settlement affect?**

The Settlement affects members of the Settlement Class, hereafter referred to as the "Class" or "Class Members." The Class is, with certain limited exceptions, all persons and entities in the United States (including its territories) who, during the period **January 1, 1997, through June 15, 2023**, purchased or renewed a contract of insurance with any Lloyd's Syndicates named as a defendant in the Lawsuit ("Defendants"). A contract of insurance is an insurance policy, not reinsurance.

The Defendants are those Certain Underwriters at Lloyd's, London who are members of Syndicates 510, 1084, 1096, and 1245.

### **C. What does the Settlement provide?**

The Settling Defendants, listed below in Section II.C., have agreed to make a payment to settle the claims against them. The total amount of these payments is \$7,900,000 (the "Settlement Amount"). After deduction of fees and expenses related to providing notice to the Class, taxes and tax expenses, and the award of Court-approved attorneys' fees and litigation expenses for counsel for the Class, the remaining money will be distributed to Class Members as provided in the Plan of Allocation, attached to this Notice as Addendum A.

**D. Who will receive a payment?**

Only Class Members who timely submit a Claim Form, which is attached to this Notice as Addendum B and available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), and who are entitled to payment under the Plan of Allocation, will receive a payment. Payments will be calculated and made based on the premium paid for policies (from publicly available information and information provided by you in the Claim Form). If you are not sure whether you are a Class Member, you can get help at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling toll-free at 1-877-298-4134.

**E. What are my legal rights?**

If you do not want to be bound by the Settlement, you must exclude yourself in writing from the Class. The deadline for submitting a request for exclusion is November 23, 2023. The steps you must follow to exclude yourself are described in Section V.A. below. If you do not exclude yourself, but instead stay in the Class, you may object or comment on the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives by November 23, 2023.

The Court will hold a Fairness Hearing to determine whether to approve the Settlement, the Plan of Allocation, the application for attorneys' fees and expenses, or service awards to the class representatives on December 14, 2023 11:30 a.m., in Courtroom 5B of the Martin Luther King Building & U.S. Courthouse, located at 50 Walnut Street, Newark, New Jersey 07101. If the Court approves the Settlement (1) the Settling Defendants will be dismissed from the Lawsuit, and (2) any Class Member that has not properly excluded herself, himself, or itself from the Class will be deemed to have released the Settling Defendants from all claims related to the Lawsuit and will not be able to sue the Settling Defendants for any of the conduct that was the subject of the Lawsuit.

**F. What claims am I releasing?**

**The Release as to the Settling Defendants provides:**

The Releasing Plaintiffs release and covenant not to sue on each and every Claim, including, but not limited, to any Unknown Claim, that was advanced or could have been advanced in the Action, including, but not limited to: (a) claims relating to broker compensation, so-called "contingent commissions," commissions paid on lineslips, binding authorities or open market placements, alleged overrides, alleged steering, and alleged bid-rigging arising from or related to the purchase or renewal of any insurance policy; (b) claims relating to the structure and subscription nature of the Lloyd's market and the Society of Lloyd's and its Franchise Performance Directorate and any successor, and the Lloyd's Market Association and its predecessors, including but not limited to Federal and State RICO, civil conspiracy, unjust enrichment, anti-trust, fraud, unfair business practices, and

consumer protection claims; (c) claims relating to anti-competitive conduct in the Lloyd's market; and (d) the conduct and settlement of the Action (the "Released Claims"). Notwithstanding the foregoing, Plaintiffs and Settlement Class will not release by reason of this Settlement (defined below), claims for coverage under insurance policies issued to the Plaintiffs and the Settlement Class by the Syndicate Defendants or their predecessors or successors. Each of the Releasing Plaintiffs shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged each Released Defendant, including Settling Defendants' Counsel, from all Claims (including Unknown Claims) arising out of, relating to, or in connection with the Released Claims or the Action. Releasing Plaintiffs, by virtue of the Notices, have been informed of Section 1542 of the California Civil Code and expressly waive and relinquish any rights or benefits available to them under this statute and any and all similar provisions, rights, and benefits conferred by any law of any state or territory of the United States or principle of common law that is similar, comparable, or equivalent to Section 1542 of the California Civil Code.

**The Release as to the Plaintiffs, the Class, and their Counsel provides:**

The Releasing Defendants shall release any claims they may have against the Releasing Plaintiffs related to the initiation, prosecution, conduct, and settlement of the Action, provided, however, that (a) "Released Claims" shall not include Releasing Plaintiffs' Claims or Unknown Claims for, or Released Defendants' defenses to, coverage under Contracts of Insurance issued to a Class Member (including either Plaintiff) or Releasing Plaintiff by a Released Defendant; and (b) Releasing Plaintiffs and Releasing Defendants will retain the right to enforce the Agreement and Exhibits, Preliminary and Final Approval Orders, Judgment, and other orders or judgments issued by the Court relating to Notice or the Settlement.

**G. How will Class Counsel be paid?**

Class Counsel will request to be awarded attorneys' fees in an amount not to exceed one-third of the Settlement Amount and not more than \$1.6 million in expenses. In addition, Class Counsel will seek a service award of \$5,000 for each of the two Plaintiffs for their many years of time and effort in this Lawsuit, which will be paid out of the Settlement Fund.

**H. How do I make a claim?**

You may use the attached Claim Form or get one online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com). Once you complete the Claim Form, mail it to the Claims Administrator at Syndicate Settlement, c/o A.B. Data, Ltd., P.O. Box 173075, Milwaukee, WI 53217 or submit it online at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by email to [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). **The deadline to submit a Claim Form is December 21, 2023.** It is your

responsibility to provide truthful and accurate information, and to update any information, including contact and address information to the Claims Administrator, when appropriate.

If you send a Claim Form by mail, it is deemed submitted when posted, provided that the envelope: (a) shows that first-class postage was affixed or prepaid; and (b) bears a postmark or postage meter with a date no later than the deadline. If sent by private or commercial carrier (*e.g.*, FedEx, UPS, etc.), a Claim Form shall be deemed submitted on the shipping date reflected on the shipping label. If submitted electronically, a Claim Form shall be deemed submitted when uploaded to [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or sent by email to [info@SyndicateSettlement.com](mailto:info@SyndicateSettlement.com). The Claims Administrator or Class Counsel, in their discretion, may accept late Claim Forms.

All Claim Forms will be subject to anti-fraud procedures, and random or selective audit. The Claims Administrator may require Class Members filing claims (“Claimants”) to provide supporting documentation and/or additional information as appropriate in connection with: (i) the initial submission of a Claim Form based on information provided by the Claimant; (ii) a request to aggregate claims; or (iii) an audit.

If it is ultimately determined by the Claims Administrator that the foregoing process is not administratively practicable, then, following consultation among the Plaintiffs and the Settling Defendants (the “Settling Parties”) and approval by the Court, amendments to the process may be made. Any such amendments will be posted on [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

## **I. Privacy Notice**

Certain of the Settling Defendants [defined below at Section II.C] may as insurer act as data controller of your personal data. For each Settling Defendant, further information regarding its privacy policy may be found in the relevant Settling Defendant’s privacy terms on its website.

## **II. HISTORY OF THE LAWSUIT AND THE SETTLEMENT**

### **A. What is this Lawsuit about?**

On July 13, 2007, the Lawsuit was filed in the United States District Court for the Southern District of Florida. In December 2007, the Lawsuit was transferred to the Court.

Plaintiffs assert causes of action against the Defendants for violation of the Racketeer Influenced and Corrupt Organizations Act, civil conspiracy, and unjust enrichment based on allegations that Defendants engaged in a

deceptive scheme to conceal an alleged lack of competition in the Lloyd's Market. The Settling Defendants deny the allegations made against them.

**B. What is the status of this Lawsuit?**

The Court stayed the Lawsuit for approximately five years until 2012. Since that time, millions of pages of documents were produced and dozens of depositions were taken. Numerous motions relating to the merits of the Lawsuit and discovery disputes have been filed. On February 12, 2016, the Plaintiffs filed the current complaint. Defendants moved to dismiss the complaint, and the Court in August 2017 denied the motion. After this decision, the parties engaged in mediation, which resulted in a settlement with some, but not all, of the Defendants.

The case continued against the remaining Defendants and a settlement has been reached with certain of those remaining Defendants. Some Defendants remain and the case is continuing.

While the case is still currently pending before the Court, in order to avoid the uncertainty of continuing the litigation, the Settling Parties have agreed to settle the Lawsuit. That way, they avoid the cost of further litigation, and Class Members will get the benefits of the Settlement. Class Counsel believe the Settlement is best for all Class Members.

The Court preliminarily certified the Class in its Order dated July 10, 2023 Excluded from the Class are Released Defendants, Defendants formerly named as such in the Action, all Lloyd's syndicates, persons or entities that request exclusion from the Class (Opt-outs), and the judges presiding over the case and their immediate families. Released Defendants and the Release are described above and are further described in the Settlement Agreement, which may be found at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com).

Plaintiffs' motion for certification of a plaintiff class for litigation purposes has not been decided as of the time the Settlement Agreement was signed. In connection with this Settlement, Plaintiffs have requested that the Court certify a plaintiff class for settlement purposes only.

**C. Who are the Settling Defendants?**

Not all of the Defendants have settled, and the case will continue against those that have not settled. The Settling Defendants consist of the following Lloyd's Syndicates: Nos. 510, 1084, 1096, and 1245. The Lloyd's Syndicates who are Defendants in the case but who have not settled are Nos. 0727, 1003, 2003, 2020, 2488, and 2791 (the "Non-Settling Defendants").

**D. Will your participation in the Settlement affect your ability to obtain relief from the Non-Settling Defendants in the action?**

Your participation in the Settlement will not affect your ability to obtain relief from any of the Non-Settling Defendants. Accordingly, if a judgment is entered against one or more of the Non-Settling Defendants, resulting in a damages award, you will be able to participate in that award even if you participate in the Settlement (as long as you fall within any class that the Court might certify in connection with that judgment). Similarly, if Plaintiffs reach a settlement with one or more of the Non-Settling Defendants, you will be able to participate in that settlement if you participate in this Settlement (as long as you are within any class certified in connection with that other settlement).

**E. Will Class Members have to give up anything to participate in the Settlement?**

Yes. If the Settlement is approved, and no longer subject to an appeal, Class Members will release all claims that have been raised or that could have been raised in the Lawsuit against all of the persons and entities as set forth in the Release and the Lawsuit will be dismissed with prejudice as to the Settling Defendants. The effect of the Release is discussed below in Section IV.

**III. SETTLEMENT BENEFITS**

**A. Cash Benefits**

**1. What benefits will be provided under the Settlement Agreement?**

The Settlement Amount of \$7,900,000 will be maintained in an interest-bearing account. The Settlement Amount, plus interest, is referred to as the Settlement Fund. The Settlement Fund, less certain Court-approved fees and expenses (the "Net Settlement Fund"), will be distributed to those Class Members that timely submit a valid Claim Form.

**2. Will the Settlement have tax consequences for you?**

If you receive a payment under the Settlement, there might be resulting tax consequences. Those tax consequences might vary, depending upon individual circumstances. Neither Plaintiffs nor the Settling Defendants can advise you about any tax consequences that might arise from your receipt of monetary settlement relief. You may wish to consult a tax advisor to determine whether any potential federal, state, local, foreign, or other tax consequences to you will arise from receipt of settlement relief in this Lawsuit.

#### **IV. WHAT WILL BE THE LEGAL EFFECT OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT?**

If the Court approves the Settlement, the Settling Parties will seek the entry of a Final Order Approving Partial Class Action Settlement (“Final Approval Order”) and a Judgment. These documents, which are available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), will, among other things:

1. Approve and adopt the terms of the Settlement Agreement.
2. Find that the Settlement is fair, reasonable, and adequate.
3. Finally certify a class for settlement purposes only.
4. Dismiss the Lawsuit with prejudice as to the Settling Defendants, meaning that no Class Members will be able to file another lawsuit or proceeding against any of the persons and entities released in accordance with the Release based upon the claims that have been raised or that could have been raised in the Lawsuit.
5. Incorporate the Release as part of the Final Approval Order and the Judgment.
6. Permanently bar Class Members from filing or participating in any lawsuit or other legal action against any of the Released Defendants arising out of or relating in any way to the claims that have been raised or that could have been raised in this Lawsuit.
7. Enter a Bar Order, the complete text of which is set forth in the Settlement Agreement, available at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com), which provides that:
  - (i) any and all persons and entities are permanently barred, enjoined, and restrained from commencing, prosecuting, continuing to prosecute, or asserting any claim (including any claim for indemnification, contribution, or attorneys’ fees) against any of the Released Defendants where the alleged injury to the barred person or entity is based upon that person’s or entity’s alleged liability to the Class or any of the Class Members;
  - (ii) any and all Released Defendants are permanently barred, enjoined, and restrained from commencing, prosecuting, continuing to prosecute, or asserting any claim (including any claim for indemnification or contribution) against a person barred by subdivision (i) above, where the Released Defendant’s alleged injury is based solely upon the Released Defendant’s alleged liability to the Class or any of the Class



Members other than with respect to claims related to coverage under policies issued by Released Defendants to Plaintiffs or any Class Members; and

(iii) there shall be a judgment-reduction credit reducing any judgment that the Class or any of the Class Members might obtain against a barred person or entity in connection with any of the Released Claims by the greater of the settlement amount paid by the Settling Defendants or an amount that corresponds to the Settling Defendants' percentage of responsibility for the loss to the Class or any of the Class Members.

8. Set forth the amount of attorneys' fees and expenses to Class Counsel and service awards to the Plaintiffs, to the extent they are awarded by the Court.

9. Retain jurisdiction over all matters relating to the administration, enforcement, and interpretation of the Settlement.

**B. Can a Settling Party terminate the Settlement or change its terms?**

If Class Members representing 5% of the overall number of Class Members mailed the Summary Notice by the Claims Administrator, request exclusion from the Settlement, or certain other events identified in the Settlement Agreement occur, then some or all of the Settling Defendants shall have the option to terminate the Settlement Agreement as to themselves and withdraw from the Settlement.

If the Settlement Agreement is terminated, each of the Plaintiffs, Class Members, and the Settling Defendants will be in the same position as he, she, or it was in before the Settlement Agreement was executed; the Settlement Agreement will have no legal effect; and Plaintiffs and the Settling Defendants will continue to litigate the case in the Court.

If the Settlement Agreement is terminated, you will not receive any benefits under the Settlement.

If the Settlement is approved, the Settling Parties will not be able to change the terms of the Settlement Agreement without further Court approval unless (a) the Settling Parties all agree in writing to do so, (b) the change is not materially inconsistent with the Final Approval Order and the Judgment entered by the Court, and (c) the change does not materially affect the rights of Class Members under the Settlement Agreement.

## V. LEGAL RIGHTS AND OPTIONS

### A. What are your options as to the Settlement?

If you are a member of the Class, you may either (a) participate in the Settlement by submitting a Claim Form (in which case you may receive benefits under the Settlement in accordance with the Plan of Allocation, if approved, and will be bound by the Release); (b) request exclusion from the Class (in which case you will receive no benefits under the Settlement and you will not be bound by the Release provided by the Settlement); or (c) do nothing, in which case you give up your ability to receive a payment from the Net Settlement Fund and will be bound by the release and other settlement terms as approved by the Court.

1. If you wish to participate in the Settlement, you need only submit a Claim Form by **December 21, 2023**.

2. If you wish to participate in the Settlement, but you object to or wish to comment on any term of the Settlement, in addition to submitting a Claim Form, you may submit an objection or comment to the Court (but note that if the Court does not approve the Settlement, you will not receive any benefits of the Settlement).

3. If you are a Class Member, but wish to be excluded from the Class, you must send by First-Class Mail to the Claims Administrator a written request for exclusion that must be delivered or postmarked no later than **November 23, 2023**, or as the Court may otherwise direct. A request to be excluded from the Class must include the following information: (i) name; (ii) address; (iii) telephone number; (iv) email address (if applicable); and (v) information about each contract of insurance relating to the Settlement, including (a) the Syndicate(s) that issued the contract(s), (b) policy numbers, (c) face amount of each policy, (d) annual premium, and (e) effective date and expiration date for each policy.

**IF YOU DO NOT SUBMIT A TIMELY WRITTEN REQUEST FOR EXCLUSION AS PROVIDED ABOVE, YOU WILL BE BOUND BY ALL OF THE TERMS OF THE SETTLEMENT, INCLUDING THE RELEASE, WHICH IS AVAILABLE AT [WWW.SYNDICATESETTLEMENT.COM](http://WWW.SYNDICATESETTLEMENT.COM) AND BY ALL PROCEEDINGS, ORDERS, AND JUDGMENTS IN THIS LAWSUIT.**

### B. Fairness Hearing

In its July 10, 2023 Order, the Court scheduled the Fairness Hearing for December 14, 2023, at 11:30 a.m. Eastern Time, at which the Court will consider whether to approve the Settlement, the Plan of Allocation, an award of attorneys' fees and expenses, and service awards for the class representatives. The hearing will take place in Courtroom 5 in the United States Courthouse located at Martin Luther King Building and U.S. Courthouse, 50

Walnut Street, Newark, New Jersey 07101. **The Court may choose to change the date and/or time of the Fairness Hearing (or decide to conduct it virtually) without further notice of any kind other than on the settlement website and the Court's docket available at <http://ecf.njd.uscourts.gov>.**

At the Fairness Hearing, the Court will consider objections and comments by Class Members. If the Court finds the Settlement to be fair, reasonable, and adequate, it will enter the Final Approval Order and the Judgment.

If you plan to attend the hearing, you should confirm the date and time by checking the settlement website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) or by calling the toll-free number at 1-877-298-4134. You may attend the Fairness Hearing, either in person or through an attorney hired at your own expense, but attendance is not required. If you have made a written objection, you (or your attorney) may appear at the Fairness Hearing to present the objection, but you are not required to do so. If you choose to attend the hearing and intend to make a presentation to the Court, you (or your attorney) must file a notice of your intention to appear.

**THE COURT AND THE COUNSEL IDENTIFIED BELOW MUST RECEIVE A NOTICE OF INTENTION TO APPEAR NO LATER THAN November 23, 2023.**

**C. What must you do if you wish to object to the Settlement?**

1. If you are a Class Member and do not exclude yourself from the Class, you may object to the Settlement, any term of the Settlement Agreement, the Plan of Allocation, Class Counsel's application for attorneys' fees and expenses, or the requested service awards to the class representatives.

2. Your objection must be in writing and must provide evidence of your membership in the Class. Your written objection should also state the specific reason(s), if any, for the objection, including any legal support you wish to bring to the Court's attention and any evidence you wish to introduce in support of your objection.

3. Your written objection (and any support for it) must be received by the Court (Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Newark, N.J. 07101) and by the following counsel no later than **November 23, 2023** (or as the Court may otherwise direct):

***For Plaintiffs and the Class:***

Rachel L. Jensen  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101

Robert S. Schachter  
ZWERLING, SCHACHTER  
& ZWERLING, LLP  
41 Madison Avenue  
New York, NY 10010

***For the Settling Defendants:***

Matthew M. Burke  
ROBINSON & COLE LLP  
One Boston Place, 26th Floor  
Boston, MA 02108  
Email: mburke@rc.com

4. If you hire an attorney in connection with making an objection, that attorney must file with the Court and serve on the counsel identified above a notice of appearance. If you hire an attorney in connection with making an objection (or for any other purpose relating to the Settlement), you will be responsible for all fees and expenses that the attorney incurs on your behalf.

**THE COURT AND THE COUNSEL IDENTIFIED ABOVE MUST RECEIVE THE NOTICE OF APPEARANCE NO LATER THAN NOVEMBER 23, 2023.**

5. If you make a written objection as set out above, you either may choose to speak, in person or through an attorney hired at your own expense, at the Fairness Hearing described above. You are not required to attend the Fairness Hearing. Failure to attend the hearing will not prevent the Court from considering your objection. If you (or your attorney) intend to speak at the hearing, you must file with the Court and serve on the counsel identified above a notice of intention to appear.

**THE COURT AND THE COUNSEL IDENTIFIED ABOVE MUST RECEIVE THE NOTICE OF INTENTION TO APPEAR BY NO LATER THAN NOVEMBER 23, 2023.**

If you fail to comply with any of the provisions of this Section V, you may waive and forfeit any and all rights that you may otherwise have to object to the Settlement, any of its terms, the Settlement Agreement, the Plan of Allocation, Class Counsel's application for attorneys' fees and expenses, or the requested service awards to the

class representatives, and you shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders, and judgments in this Lawsuit.

## **VI. COUNSEL REPRESENTING CLASS MEMBERS**

### **A. How will Class Counsel be paid?**

Class Counsel will file on or before November 9, 2023, an application with the Court for an award of attorneys' fees and expenses for their representation of Class Members in this Lawsuit, and for service awards for the class representatives. A copy of this application will be posted on the settlement website. The Court will consider this application at the Fairness Hearing, and the Court will decide the amount of fees and expenses to be awarded.

Class Counsel have agreed that they will not apply to the Court for an award of attorneys' fees of more than one-third of the Settlement Amount and will request an award of litigation expenses in an amount of not more than \$1.6 million. Class Counsel will apply for service awards for the two class representatives of \$5,000 each. If fees and expenses and/or service awards are awarded, they will be paid solely from the Settlement Fund.

## **VII. GETTING MORE INFORMATION**

### **A. Where can I get more information about the Settlement?**

The website at [www.SyndicateSettlement.com](http://www.SyndicateSettlement.com) contains a copy of the settlement-related documents including the Settlement Agreement and all of its attachments. You may also obtain information by calling the Claims Administrator at 1-877-298-4134, Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.

You may examine the Settlement Agreement, the Court's orders, and the other papers filed in the case at the Office of the Clerk, United States District Court for the District of New Jersey, Martin Luther King Building and U.S. Courthouse, 50 Walnut Street, Room 4015, Newark, New Jersey 07101 during the business hours of the Court.

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE OR THE SETTLING DEFENDANTS OR THEIR COUNSEL FOR INFORMATION.**

## **ADDENDUM A**

### **PLAN OF ALLOCATION**

#### **INTRODUCTION**

This Plan shall govern the administration and distribution of the Net Settlement Fund (“Fund”) and the procedures the Claims Administrator will use to administer and pay claims made by Class Members from the Fund.

#### **DISTRIBUTION TO CLASS MEMBERS**

The Fund shall consist of the Settlement Amount and any interest earned, less, as approved by the Court: (i) Taxes and Tax Expenses; (ii) an Attorneys’ Fee and Expense Award and Service Awards; and (iii) Notice and Administration Expenses.

Class Members entitled to receive a payment from the Fund (“Authorized Claimants”) will receive payment through a process that is fair and equitable, and which distributes the Fund in accordance with the relative economic interests as measured by the amount of premium paid to Defendants over the period January 1, 1997, through June 15, 2023 (“Class Period”). At the same time, the Plan ensures that the administration is as simple and cost-effective as possible and imposes minimal burdens on Authorized Claimants. Consistent with these goals, the Plan will allocate the Fund among Authorized Claimants in a way that is proportional to the relative economic interests of Class Members, and will rely, to the extent possible, on data available to Plaintiffs’ Counsel and the Claims Administrator, and by information provided by Authorized Claimants on the Claim Form respecting the premium paid.

The Plan proposes to determine the amount that each Authorized Claimant paid in premium to the Defendants during the Class Period based upon the best information available or a reasonable estimate of the total premium attributable to each Authorized Claimant. The premium paid will be determined or estimated by data previously obtained by Plaintiffs’ Counsel from Defendants, third-party coverholders, brokers, a settlement database from MDL 1663, publicly available information, and information provided by Authorized Claimants.

The Claims Administrator will make its best estimate of premiums paid to the Defendants over the Class Period. The actual claim value amount of any individual Authorized Claimant will be impacted by the amount of premium paid by the entire group of Authorized Claimants. Each

Authorized Claimant will receive his, her, or its *pro rata* share of the Fund that is equal to its percentage share of the total premium paid by all Authorized Claimants (the “Initial Distribution”).

If an Initial Distribution for an Authorized Claimant is less than \$10.00, that Authorized Claimant shall not receive an Initial Distribution.

#### **DISTRIBUTION OF REMAINING BALANCE OF THE FUND**

The Initial Distribution and reallocation(s) shall be consistent with the Settlement Agreement. With respect to any amount remaining in the Fund after the Initial Distribution, a minimum payment threshold amount shall be determined by Class Counsel after consultation with the Claims Administrator regarding factors bearing on the economic feasibility of re-distributions (such as the costs of mailing checks, the total amount of funds to be distributed, and the number of Authorized Claimants that cashed their initial distributions). Class Counsel, with approval of the Court, may elect to delay the re-distribution of such balance in the event they believe that settlements or judgments may be reached with Non-Settling Defendants, and waiting to re-distribute would be in the best interest of the Class.

**ADDENDUM B**