

EXHIBIT A

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

Paul Laidig, Peter Lewis, and Derek Kemp, as
representatives of a class of similarly situated
persons, and on behalf of the Vi-Jon
Employee Stock Ownership Plan,

Plaintiffs,

v.

GreatBanc Trust Company, Berkshire Fund
VI, Limited Partnership, John G. Brunner,
John G. Brunner Revocable Trust dated 06-
09-1992, and John and Jane Does 1-20,

Defendants.

Case No. 1:22-cv-01296

Hon. LaShonda A. Hunt

Hon. Heather K. McShain

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement, dated January 27, 2025 (the “Settlement Agreement”), is made and entered into by and among: (i) Plaintiffs Paul Laidig, Peter Lewis, and Derek Kemp (on behalf of themselves and each Settlement Class Member), by and through their counsel of record in the litigation; and (ii) John Brunner (“Brunner”) and the John G. Brunner Revocable Trust dated 06-09-1992 (the “Brunner Trust,” and with Brunner, the “Brunner Defendants”) (together, the “Settling Parties”). The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Settling Parties’ Released Claims, subject to the approval of the Court and the terms and conditions set forth in this Settlement Agreement.

ARTICLE I

DEFINITIONS

1.1 “Action” means the civil action captioned *Laidig et al. v. GreatBanc Trust Company et al*, Case No. 1:22-CV-01296, pending in the United States District Court for the Northern District of Illinois.

1.2 “Active ESOP Participants” are Settlement Class Members who have an active account in the Plan as of the date of the Preliminary Approval Order.

1.3 “Administrative Expenses” means all expenses incurred in the administration of this Settlement Agreement, including but not limited to (a) all fees, expenses, and costs associated with the production and dissemination of the Notices to Settlement Class Members; (b) tax expenses related to the Settlement Agreement and its implementation (including

taxes and tax expenses described in Section 4.6); (c) all expenses incurred by the Settlement Administrator in administering and effectuating this Settlement, including all costs associated with the calculations and distributions of funds pursuant to the Plan of Allocation and distributing the CAFA Notice; (d) all fees and expenses associated with the Settlement Website and telephone support line described in Article III; (e) all fees charged by the Settlement Administrator; (f) all fees and expenses charged by the Independent Fiduciary and Escrow Agent; and (g) reasonable expenses incurred by the Plan's recordkeeper in connection with this Settlement. Excluded from Administrative Expenses are the Settling Parties' respective legal expenses. All Administrative Expenses approved by the Court and all tax-related Administrative Expenses pursuant to Section 4.6 shall be paid from the Gross Settlement Amount.

1.4 "Affiliated Family Trusts" means trusts affiliated with John G. Brunner's family that were involved in the ESOP transaction that is the subject of Plaintiffs' claims and any trusts affiliated with John G. Brunner's family that may have directly or indirectly received funds from the ESOP transaction, which shall include without limitation:

- (a) Elizabeth Brunner Kline 2012 Irrevocable Trust
Dated November 30, 2012;
- (b) Elizabeth Lorton Brunner Irrevocable Trust
Dated August 1, 2001;
- (c) John And Janell Brunner Family Trust
Dated May 27, 2020;
- (d) John B. Brunner, III 2012 Irrevocable Trust
Dated November 30, 2012;
- (e) John Burgess Brunner, III Irrevocable Trust
Dated August 1, 2001;
- (f) John G. Brunner Irrevocable Trust F/B/O Elizabeth Sally Pratte
Dated March 30, 2007;
- (g) John G. Brunner Irrevocable Trust F/B/O Robin Peregrine White
Moores
Dated March 30, 2007;
- (h) John G. Brunner Irrevocable Trust FBO Gabrielle G. Alves
Dated March 30, 2007;
- (i) John G. Brunner Irrevocable Trust FBO Lucas B. Alves
Dated March 30, 2007;
- (j) John G. Brunner Irrevocable Trust FBO Nicholas N. Alves
Dated March 30, 2007;

- (k) Virginia Brunner Becker 2012 Irrevocable Trust
Dated November 30, 2012; and
- (l) Virginia White Brunner Irrevocable Trust
Dated August 1, 2001.

1.5 “Alternate Payee” means a person, other than an Active ESOP Participant, Non-Active ESOP Participant, or Beneficiary, who is entitled to a benefit under the Plan as a result of a QDRO, where the QDRO relates to an Active ESOP Participant or Non-Active ESOP Participant’s balance during the Class Period.

1.6 “Attorneys’ Fees and Costs” means the amount awarded by the Court as compensation for the services provided by Class Counsel and the reasonable costs and expenses incurred by Class Counsel in connection with the Action, including the investigation leading to it, which shall be recovered from the Gross Settlement Amount and shall not exceed one-third of the Gross Settlement Amount.

1.7 “Beneficiary” means a person who currently is entitled to receive a benefit under the Plan that is derivative of the interest of a deceased Active ESOP Participant or Non-Active ESOP Participant, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a surviving spouse, domestic partner, child or other person designated by the Active ESOP Participant or Non-Active ESOP Participant as determined under the terms of the Plan who currently is entitled to a benefit.

1.8 “Brunner Defendants’ Counsel” means Faegre Drinker Biddle & Reath LLP.

1.9 “Brunner Defendants’ Released Claims” means all Claims, whether arising under federal, state, or any other law, which have been, or could have been, asserted in the Action or in any court or forum, by the Brunner Defendants against the Named Plaintiffs or any Settlement Class Members, or their attorneys (including Class Counsel), which arise out of the institution or prosecution of the Action, except for Claims to enforce the Settlement Agreement.

1.10 “Brunner Defendants” means John G. Brunner and the John G. Brunner Revocable Trust dated 06-09-1992.

1.11 “Brunner Trust” means John G. Brunner Revocable Trust dated 06-09-1992.

1.12 “Brunner” means Defendant John G. Brunner.

1.13 “CAFA Notice” means the notice(s) required to be provided pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715 (“CAFA”).

1.14 “Claims” means any and all manner of claims, actions, causes of actions, potential actions, suits, arbitrations, controversies, costs, damages, losses, obligations, liabilities, judgments, and demands whatsoever, known or unknown, suspected or unsuspected, accrued or unaccrued, whether class, individual, or otherwise, arising under the laws, regulations, or common

law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, in law, in contract, or in equity, and regardless of legal theory.

1.15 “Class Counsel” means Nichols Kaster, PLLP and Bailey & Glasser, LLP.

1.16 “Class Member” in the singular shall mean an individual member of the Settlement Class and “Class Members” in the plural shall mean all Members of the Settlement Class.

1.17 “Class Period” means August 20, 2020, through October 29, 2024, inclusive.

1.18 “Company” means Emprise Group, Inc., formerly known as Vi-Jon Holdings, Inc.

1.19 “Complaints” means the original Complaint filed in this Action at ECF No. 1 on March 10, 2022, the Amended Complaint filed at ECF No. 116 on December 7, 2023, and the Proposed Second Amended Complaint filed at ECF No. 164-3 on July 18, 2024.

1.20 “Confidentiality Order” means the Second Amended Confidentiality Order entered in the Action on October 25, 2024 (ECF No. 207).

1.21 “Court” means the United States District Court for the Northern District of Illinois.

1.22 “De Minimis Threshold” is ten U.S. dollars (USD \$10). No amount shall be distributed by check to Non-Active ESOP Participants if the allocation amount is less than the De Minimis Threshold.

1.23 “Defendants” means GreatBanc Trust Company; Berkshire Fund VI, Limited Partnership; John G. Brunner; John G. Brunner Revocable Trust Dated 06-09-1992; and John and Jane Does 1-20.

1.24 “Entitlement Percentage” means that portion of the Net Settlement Amount payable to an individual Active ESOP Participant or Non-Active ESOP Participant, as determined according to the procedures described in Article V herein.

1.25 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

1.26 “Escrow Account” means an account at an established financial institution that is established for the deposit of the Gross Settlement Amount and amounts relating to it, such as income earned on the investment of the Gross Settlement Amount.

1.27 “Escrow Agent” means an independent contractor to be retained by Class Counsel and the Settlement Administrator, which will serve as escrow agent for any portion of the Gross Settlement Amount deposited in or accruing in the Escrow Account pursuant to this Settlement.

1.28 “Fairness Hearing” means the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Settlement Agreement should receive final approval by the Court.

1.29 “Final Approval Order and Judgment” means the order and final judgment of the Court approving the Settlement, in substantially the form submitted in connection with Plaintiffs’ Motion for Final Approval of the Settlement.

1.30 “Final Approval” means the entry of the Final Approval Order.

1.31 “Gross Settlement Amount” means the sum of one million U.S. dollars (USD \$1,000,000.00), contributed to the Qualified Settlement Fund as described in Article IV herein.

1.32 “Independent Fiduciary” means the person or entity selected by a current Plan fiduciary to serve as an independent fiduciary with respect to the Settlement Agreement for the purpose of rendering the determination described in Section 2.2 herein.

1.33 “Named Plaintiffs” means Paul Laidig, Peter Lewis, and Derek Kemp.

1.34 “Net Settlement Amount” means the Gross Settlement Amount, plus any interest or income earned on the Qualified Settlement Fund, minus: (a) all Attorneys’ Fees and Costs approved by the Court; (b) any Service Awards approved by the Court; (c) all Administrative Expenses approved by the Court and tax-related Administrative Expenses; and (d) any contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties and approved by the Court that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, and (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the Settlement Period.

1.35 “Non-Active ESOP Participants” are Settlement Class Members without an active account in the Plan as of the date of the Preliminary Approval Order. Non-Active ESOP Participants will receive their distribution by check, unless they submit a completed Rollover Form at least 21 days before the Fairness Hearing, wherein they request that their distribution is deposited directly into an individual retirement account or other eligible retirement plan. No distribution to Settlement Class Members without an active ESOP account will be made if the allocated payment falls below the *de minimis* threshold.

1.36 “Non-Settling Defendants” means GreatBanc Trust Company; Berkshire Fund VI, Limited Partnership; and John and Jane Does 1-20.

1.37 “Notices” means the forms of Court-approved notices of this Settlement Agreement that are disseminated to Settlement Class Members. The Settling Parties shall propose that the Court approve the forms of notice attached as Exhibits 1 and 2 hereto. The Notice to Non-Active ESOP Participants will include the Rollover Form.

1.38 “Plaintiffs’ Released Claims” means, subject to the provisions in Article VII, any and all claims, actions, demands, rights, obligations, liabilities, damages,

attorneys' fees, expenses, costs, and causes of action against any of the Released Parties with respect to the Plan arising on or before the date of preliminary approval of the Settlement:

(a) that were asserted in the Action against the Brunner Defendants or could have been asserted in the Action or any other court, forum, or proceeding against the Brunner Defendants and/or the Affiliated Family Trusts based on or arising from any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action, whether or not pleaded in the Complaints;

(b) that would be barred by *res judicata* based on the Court's entry of the Final Approval Order;

(c) that arise from the direction to calculate, the calculation of, and/or the method or manner of the allocation of the Net Settlement Fund pursuant to the Plan of Allocation; or

(d) that arise from the approval by the Independent Fiduciary of the Settlement Agreement.

Notwithstanding anything herein, the following shall not be included in the definition of Plaintiffs' Released Claims: (i) Claims to enforce the Settlement Agreement, (ii) Claims for individual vested benefits brought pursuant to ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) that are otherwise due under the terms of the Plan, and (iii) Plaintiffs' Claims against the Non-Settling Defendants in the Action.

1.39 "Plan of Allocation" means the methodology for allocating and distributing the Net Settlement Amount as described in Article V herein.

1.40 "Plan" means the Emprise Group, Inc. Employee Stock Ownership Plan, formerly known as the Vi-Jon Employee Stock Ownership Plan.

1.41 "Preliminary Approval Order" means the order of the Court preliminarily approving the Settlement Agreement, in substantially the form submitted in connection with Named Plaintiffs' motion for entry of Preliminary Approval Order.

1.42 "PTE 2003-39" means U.S. Department of Labor Prohibited Transaction Exemption 2003-39, 68 Fed. Reg. 75,632 (Dec. 31, 2003), as amended.

1.43 "QDRO" or "Qualified Domestic Relations Order" means a judgment, decree, or order (including the approval of a property settlement) that is made pursuant to state domestic relations law (including community property law) and that relates to the provision of child support, alimony payments, or marital property rights for the benefit of a spouse, former spouse, child, or other dependent of an Active ESOP Participant or Non-Active ESOP Participant and which has been determined qualified pursuant to the Plan's procedures.

1.44 "Qualified Settlement Fund" means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent as described in Article IV herein.

1.45 “Released Parties” means the Brunner Defendants and Affiliated Family Trusts, and each of their insurers, representatives, trustees, agents, attorneys, and beneficiaries. “Released Parties” shall not include Non-Settling Defendants, Gerald Bowe, Jane Brock-Wilson, Gregory Delaney, Gerald Greiman, Sharlyn C. Heslam, Edward Kolodzieski, Lawrence J. LeGrand, Spencer Murray, Rich Koulouris, Keith Grypp, Scott Mekus, VJCS Holdings, Inc., Vi-Jon, Inc., or VJ Holding Corp.

1.46 “Rollover Form Deadline” means be 21 calendar days prior to the Fairness Hearing, unless otherwise specified by the Court.

1.47 “Rollover Form” means the form described generally in Section 5.3 herein, substantially in the form attached as Exhibit 3 hereto.

1.48 “Rollover-Electing Non-Active ESOP Participant” means a Non-Active ESOP Participant who has submitted a completed, satisfactory Rollover Form by the Rollover Form Deadline set by the Court and whose Rollover Form is accepted by the Settlement Administrator.

1.49 “Service Award” means any incentive or service award awarded by the Court to the Named Plaintiffs for their service as class representatives.

1.50 “Settlement Administrator” means Atticus Administration LLC, an independent contractor to be retained by Class Counsel and approved by the Court.

1.51 “Settlement Agreement” means this agreement and its exhibits.

1.52 “Settlement Class” means the following class to be certified by the Court for settlement purposes: “All participants and beneficiaries of the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan) at any time since its inception with a vested Plan balance on or prior to October 29, 2024, excluding Defendants, the directors of Vi-Jon or of any entity in which a Defendant has a controlling interest, and legal representatives, successors, and assigns of any such excluded person.”

1.53 “Settlement Effective Date” means one business day following the later of (a) the date upon which the time expires for filing or noticing any appeal of the Final Approval Order; or (b) if there are any appeals, the date of dismissal or completion of any appeal, in a manner that finally affirms and leaves in place the Final Approval Order without any material modifications, and all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or rehearing or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand).

1.54 “Settlement Period” shall be the period from the Settlement Effective Date and continuing for a period of nine months thereafter.

1.55 “Settlement Website” means the internet website established by the Settlement Administrator as described in Section 3.3 herein.

1.56 “Settlement” means the settlement of the Action contemplated by this Settlement Agreement.

1.57 “Settling Parties” means the Brunner Defendants and the Named Plaintiffs, on behalf of themselves, the Settlement Class, and the Plan, each of whom individually are a “Settling Party.”

1.58 “Unknown Claims” means any and all of Plaintiffs’ Released Claims which the Named Plaintiffs, the Plan (subject to the Independent Fiduciary requirements in Section 2.2), or the Settlement Class Members do not know or suspect to exist as of the Settlement Effective Date, which if known might have affected their decision(s) with respect to the Settlement.

ARTICLE II

SETTLEMENT APPROVAL

2.1 Preliminary Approval by Court. On or before January 27, 2025, or such other date as the Court may order, the Named Plaintiffs, through Class Counsel, shall apply to the Court for entry of the Preliminary Approval Order, in substantially the form attached hereto as Exhibit 4, which shall include, among other provisions, a request that the Court:

(a) preliminarily approve this Settlement Agreement for purposes of disseminating notice to the Settlement Class;

(b) approve the form and contents of the Notices (including the Rollover Form to be sent to Non-Active ESOP Participants);

(c) preliminarily bar and enjoin the institution and prosecution of any Plaintiffs’ Released Claims against any Released Parties by Settlement Class Members pending final approval of this Settlement Agreement, even if any Settlement Class Member may thereafter discover facts in addition to or different from those which the Settlement Class Members or Class Counsel now know or believe to be true with respect to the Action and Plaintiffs’ Released Claims;

(d) provide that, pending final determination of whether the Settlement Agreement should be approved, no Settlement Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of Plaintiffs’ Released Claims against the Released Parties;

(e) schedule a Fairness Hearing to (1) review comments and/or objections regarding this Settlement Agreement, (2) consider the fairness, reasonableness, and adequacy of this Settlement Agreement, (3) consider whether the Court should issue a Final Approval Order approving this Settlement Agreement, awarding any Attorneys’ Fees and Costs, Administrative Expenses, and Service Awards, and dismissing this Action with prejudice, and (4) consider such other matters as the Court may deem appropriate;

(f) provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers and documents 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 Brunner Defendants' Counsel. To be timely, the objection and any supporting papers or documents must be sent to Class Counsel and Brunner Defendants' counsel at least 21 calendar days prior to the Fairness Hearing (or by such other deadline as determined by the Court). Any person wishing to speak at the Fairness Hearing shall serve a notice of intent to appear on Class Counsel and Brunner Defendants' Counsel at least 21 calendar days prior to the Fairness Hearing (or by such other deadline as determined by the Court); and

(g) provide that any Settling Party may file a response to an objection by a Settlement Class Member before the Fairness Hearing.

2.2 Review by Independent Fiduciary. The Settling Parties shall work cooperatively with a current Plan fiduciary to seek the selection and retention of the Independent Fiduciary, on behalf of the Plan, to determine whether to approve and authorize the Settlement of Plaintiffs' Released Claims on behalf of the Plan.

(a) The Independent Fiduciary shall comply with all relevant requirements set forth in PTE 2003-39.

(b) The Independent Fiduciary shall notify the Brunner Defendants of its determination in writing (with copies to Class Counsel and the Brunner Defendants' Counsel) and in accordance with PTE 2003-39, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.

(c) The Settling Parties shall comply with reasonable requests for information made by the Independent Fiduciary for purposes of evaluating the Settlement Agreement.

(d) All fees and expenses associated with the Independent Fiduciary's retention, services, and determination shall be considered Administrative Expenses.

2.3 Class Action Fairness Act Notice. The Settlement Administrator, on behalf of Defendants, shall comply with the notice requirements of 28 U.S.C. § 1715, and pursuant to the Preliminary Approval Order, shall file a notice with the Court confirming compliance at least thirty (30) calendar days prior to the Final Approval Hearing.

2.4 Final approval by Court. No later than fourteen (14) calendar days before the Fairness Hearing, or by such other deadline as specified by the Court, Class Counsel shall submit a motion to the Court requesting final approval of the Settlement Agreement and entry of the Final Approval Order, which shall include, among other provisions, a request that the Court:

(a) dismiss with prejudice all of Plaintiffs' Released Claims in the Action, whether asserted by the Named Plaintiffs on their own behalf, on behalf of the Class, or derivatively on behalf of the Plan, without costs to any of the Settling Parties, except as contemplated by this Settlement Agreement;

(b) decree that neither the Final Approval Order nor this Settlement Agreement constitutes an admission by any Released Party of any liability or wrongdoing;

(c) bar and enjoin the Named Plaintiffs and all Settlement Class Members from asserting any of Plaintiffs' Released Claims against any of the Released Parties;

(d) determine that this Settlement Agreement is entered into in good faith and represents a fair, reasonable, and adequate settlement that is in the best interests of the Settlement Class Members;

(e) determine that all applicable CAFA requirements have been satisfied;

(f) preserve the Court's continuing and exclusive jurisdiction over the Settling Parties and all Settlement Class Members to administer, construe, and enforce this Settlement Agreement in accordance with its terms for the mutual benefit of the Settling Parties, but without affecting the finality of the Final Approval Order.

ARTICLE III

SETTLEMENT ADMINISTRATION

3.1 Class Action Fairness Act Notice. No later than ten (10) calendar days after the Named Plaintiffs' filing of this Settlement Agreement and motion for entry of the Preliminary Approval Order with the Court, the Settlement Administrator shall provide appropriate notice of this Settlement Agreement to the Attorney General of the United States and to the Attorneys General of all states in which Settlement Class Members reside, as specified in 28 U.S.C. § 1715(b). The costs of such notice shall be considered an Administrative Expense. Upon completing such notice, the Settlement Administrator shall provide written notice to Class Counsel and the Brunner Defendants' Counsel.

3.2 Notice to Class Members.

(a) Subject to the Confidentiality Order, the Settling Parties shall, upon timely request of the Settlement Administrator and at least 14 calendar days before the deadline for issuance of the Notices, use reasonable efforts to obtain from Plan officials and produce to the Settlement Administrator the names and last known addresses as they appear in the records of the Plan's recordkeeper for all Settlement Class Members, as well as a list of Active ESOP Participants and Non-Active ESOP Participants, for the purpose of disseminating the Notices to Settlement Class Members as provided in Section 3.2(b) below. The Settling Parties shall use reasonable efforts to provide any other readily accessible information that is reasonably and timely requested by the Settlement Administrator for purposes of issuance of the Notices.

(i) The Settlement Administrator shall be bound by the Confidentiality Order and any further non-disclosure or security protocol jointly required by the Settling Parties, set forth in writing to the Settlement Administrator.

(ii) The Settlement Administrator shall use the information and data provided by the Settling Parties or the Plan's recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

(iii) The Settling Parties shall have equal access to information held by the Settlement Administrator given that such information is necessary to administer this Settlement consistent with Class Counsel's obligation to do so; however, such information shall be kept in strict confidence by Class Counsel and subject to the Confidentiality Order.

(b) No later than thirty (30) calendar days after the entry of the Preliminary Approval Order, or by such other deadline as specified by the Court, the Settlement Administrator shall send the Notices by first-class mail, postage prepaid, or by such other means as the Court may order, to the Settlement Class Members.

(c) The Notices shall be in the form approved by the Court, which shall be in substantially the form attached as Exhibits 1 and 2 hereto. The Notice to Non-Active ESOP Participants will include the Rollover Form.

(d) A Notice shall be sent to the last known address of each Settlement Class Member provided by the Plan's recordkeeper (or its designee), unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known address provided by the Plan's recordkeeper (or its designee).

(e) The Settlement Administrator shall use commercially reasonable efforts to locate any Settlement Class Member whose Notice is returned and mail such Notices to those Settlement Class Members one additional time.

(f) The Settlement Administrator shall post a copy of the Notices and the Rollover Form on the Settlement Website.

3.3 Settlement Website.

(a) No later than thirty (30) calendar days after the entry of the Preliminary Approval Order, or by such other deadline as specified by the Court, the Settlement Administrator shall establish the Settlement Website. The Settlement Administrator shall maintain the Settlement Website until no later than one year after the Settlement Effective Date, at which point the Settlement Administrator shall take down the Settlement Website.

(b) The Settlement Website shall contain a copy of the Notices, Rollover Form, and relevant case documents, including but not limited to a copy of the operative Amended Complaint (ECF No. 116) and all documents filed with the Court in connection with the Settlement. No other information or documents will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing.

(c) The Settlement Website shall also include a toll-free telephone number and mailing address through which Settlement Class Members may contact the Settlement Administrator directly.

3.4 Distribution of Net Settlement Amount. Within fourteen (14) calendar days of entry of the Final Approval Order, the Settling Parties shall use reasonable efforts to cause the Plan's recordkeeper (or its designee) to provide to the Settlement Administrator all readily accessible information timely and reasonably requested by the Settlement Administrator that is

necessary to implement the Plan of Allocation, as well as an updated list of Active ESOP Participants and Non-Active ESOP Participants prior to the distribution, so as to identify any such participants who have taken a full distribution from their Plan account and no longer have a Plan account with a balance greater than \$0.00. Following receipt of this information, the Settlement Administrator shall distribute the Net Settlement Amount to Active ESOP Participants and Non-Active ESOP Participants in accordance with the Plan of Allocation as described in Article V herein.

3.5 Maintenance of records. The Settlement Administrator shall maintain reasonably detailed records of its activities carried out under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices and provide the same to Class Counsel and the Brunner Defendants' Counsel upon their request. The Settlement Administrator shall provide such information as may reasonably be requested by the Settling Parties, Class Counsel, or the Brunner Defendants' Counsel relating to the administration of the Settlement Agreement.

3.6 No liability. Released Parties shall have no responsibility for, interest in, or liability whatsoever, with respect to:

- (a) any act, omission, or determination of the Settlement Administrator or any of its designees or agents;
- (b) the determination of the Independent Fiduciary;
- (c) the Plan of Allocation or its implementation;
- (d) the management, investment, or distribution of the Qualified Settlement Fund;
- (e) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns;
- (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or
- (g) the determination, administration, calculation, verification, confirmation or payment of any Claims asserted against the Qualified Settlement Fund. The Released Parties' responsibility with respect to the amounts to be paid pursuant to this Settlement Agreement is limited to their responsibility to cause payments to be made to the Qualified Settlement Fund as set forth in Section 4.2.

ARTICLE IV

ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

4.1 Establishment of the Qualified Settlement Fund. No later than ten (10) calendar days after entry of the Preliminary Approval Order, the Escrow Agent shall establish an

escrow account. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of U.S. Department of Treasury Regulation § 1.468B-1 (26 C.F.R. § 1.468B-1). In addition, the Escrow Agent timely shall make such elections as necessary or advisable to carry out the provisions of this paragraph, including the “relation-back election” (as defined in 26 C.F.R. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.2 Funding of the Qualified Settlement Fund. In consideration of all the promises and agreements set forth in the Settlement Agreement, the Gross Settlement Amount will be contributed to the Qualified Settlement Fund in two separate payments. First, the Brunner Defendants shall deposit or cause to be deposited five hundred thousand dollars (\$500,000.00) of the Gross Settlement Amount into the Qualified Settlement Fund no later than twenty-eight (28) calendar days after the later of (i) the date the Preliminary Approval Order is entered, or (ii) the escrow account described in Section 4.1 is established and the Escrow Agent shall have furnished to the Brunner Defendants’ Counsel in writing the escrow account name, IRS W-9 form, and all necessary wiring instructions. Second, no later than ten (10) calendar days following the Settlement Effective Date, the Brunner Defendants shall deposit or cause to be deposited the balance of the Gross Settlement Amount, or five hundred thousand dollars (\$500,000.00), into the Qualified Settlement Fund.

4.3 Notwithstanding anything to the contrary in this Settlement Agreement, in no event shall the Brunner Defendants be required to make payments or incur any expenses in excess of the Gross Settlement Amount. The Gross Settlement Amount shall be the only amount paid by the Brunner Defendants under this Settlement Agreement, and the Brunner Defendants shall not be obligated to make any other payments under this Settlement Agreement or in connection with this Settlement including but not limited to any payments that the Named Plaintiffs or Settlement Class Members may claim they are entitled to under the Plan as a result of this Settlement.

4.4 Qualified Settlement Fund Administrator. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended (26 U.S.C. § 468B) and the regulations promulgated thereunder, the administrator of the Qualified Settlement Fund shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a taxpayer identification number for the Qualified Settlement Fund and filing the returns described in 26 C.F.R. § 1.468B-2(k)). Such returns, as well as the election described in Section 4.1, shall be consistent with this Article and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as described in Section 4.6 herein.

4.5 Investment of the Qualified Settlement Fund. The Escrow Agent shall invest the Qualified Settlement Fund in short-term United States agency or Treasury securities or other instruments backed by the full faith and credit of the United States Government or an agency

thereof, or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

4.6 Taxes on the income of the Qualified Settlement Fund. All (1) taxes (including any estimated taxes, interest, or penalties) on any income of the Qualified Settlement Fund, including any taxes or tax detriments that may be imposed upon the Brunner Defendants with respect to any income of the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (2) all expenses and costs incurred in connection with the taxation of the Qualified Settlement Fund (including, without limitation, expenses of tax attorneys and accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article IV) are Administrative Expenses and shall be timely paid by the Escrow Agent out of the Qualified Settlement Fund. The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Brunner Defendants, Brunner Defendants’ Counsel, and Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund. The Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Settlement Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither the Brunner Defendants, Brunner Defendants’ Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article IV.

4.7 The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and the Brunner Defendants’ Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

4.8 After the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: First, within twenty-one (21) calendar days of the Settlement Effective Date, all Administrative Expenses approved by the Court shall be paid. Second, within sixty (60) calendar days of the Settlement Effective Date, (a) any Service Award approved by the Court shall be paid; (b) all Attorneys’ Fees and Costs approved by the Court shall be paid to Class Counsel; and (c) the Net Settlement Amount will be distributed pursuant to the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund. A contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties and approved by the Court may be set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid,

(2) Administrative Expenses estimated to be incurred after the Settlement Effective Date but before the end of the Settlement Period.

4.9 The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Brunner Defendants, Brunner Defendants' Counsel, and Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

4.10 No later than February 15 of the year following the calendar year in which the Brunner Defendants or their agents make a transfer to the Qualified Settlement Fund pursuant to the terms of this Article IV, the Brunner Defendants or their agents other than their insurers shall timely furnish a statement to the Escrow Agent, or the Settlement Administrator on its behalf, that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468(e)(2)(ii), and shall attach a copy of the statement to their federal income tax returns filed for the taxable year in which the Brunner Defendants or its agents make a transfer to the Qualified Settlement Fund.

ARTICLE V

PLAN OF ALLOCATION

5.1 The Settlement Fund. The Settlement Amount (\$1,000,000.00), and the interest and earnings thereon, shall be the "Gross Settlement Fund." The Gross Settlement Fund, less certain amounts described in the Settlement Agreement, including (i) taxes (or reserves to pay taxes), (ii) settlement administration fees, costs and expenses, (iii) the fees and costs of the Independent Fiduciary if the Settlement becomes Final; (iv) Court-approved attorneys' fees or expenses, and (v) any Service Awards to the Named Plaintiffs, shall constitute the "Net Proceeds." The Net Proceeds shall be distributed to the Settlement Class Members as defined below and in accordance with the terms of the Settlement Agreement and this Plan of Allocation.

5.2 Calculation of Settlement Class Members' Benefits. The pro rata share of the Net Proceeds for each Settlement Class Member will be calculated as follows:

(a) The total number of vested shares of Company stock allocated to each individual Settlement Class Member on or prior to October 29, 2024, divided by the total number of vested shares of Company stock allocated to the ESOP accounts of all Settlement Class Members on or prior to October 29, 2024 shall constitute the Settlement Class Member's "Entitlement Percentage"; and

(b) The Settlement Class Member's benefit shall be calculated by multiplying the Net Proceeds by his or her Entitlement Percentage.

5.3 Form of Distribution. The allocable portion of the Net Proceeds shall be distributed to the Settlement Class Members by the Settlement Administrator as follows:

(a) Active ESOP Participants with an active account in the Plan as of the time of the distribution of Net Proceeds will receive a cash payment into their Plan accounts, which will be deposited into a money market fund in the Plan. Active ESOP Participants who no longer have an active account in the Plan as of the time of the distribution of Net Proceeds will be treated as Non-Active ESOP Participants for purposes of distribution.

(b) Non-Active ESOP Participants are Settlement Class Members without an active account in the Plan as of the time of the distribution of Net Proceeds. Non-Active ESOP Participants will be required to submit a Rollover Form in order to receive a settlement payment via rollover. Each Non-Active ESOP Participant who does not submit a valid and complete Rollover Form by the Rollover Form Deadline will receive his or her settlement payment via check. No distribution to Settlement Class Members without an active account in the Plan will be made if the allocated payment falls below the *de minimis* threshold.

(i) For all Net Proceeds paid by check, the Settlement Administrator will issue a single check from the Settlement Fund and mail the check to the address on file for such Settlement Class Member or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means. For each check issued, the Settlement Administrator shall: (i) calculate and withhold any applicable taxes associated with the payments allocable to the Settlement Class Member; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Settlement Class Members.

(ii) Upon issuing the check to the Settlement Class Member, in a letter accompanying such check, the Settlement Administrator shall advise the Settlement Class Member that they alone bear responsibility for complying with any Qualified Domestic Relations Order that may apply to the settlement payment.

(c) The Settlement Administrator shall be responsible for making provisions for the payment discussed above from the Gross Settlement Fund, as well as responsible for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from the Gross Settlement or Net Proceeds.

5.4 De Minimis Threshold. No amount shall be distributed by check to Non-Active ESOP Participants if the allocation amount is less than \$10, the De Minimis Threshold amount. All such de minimis amounts shall be reallocated on a per capita basis to all Settlement Class Members with an allocation amount above the De Minimis Threshold in accordance with Section 5.3.

5.5 Final Settlement Administration.

(a) All checks issued in accordance with the Plan of Allocation shall expire no later than 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 for distribution as stated in this Section.

(b) No sooner than one hundred and eighty (180) calendar days after the Settlement becomes Final, any Net Proceeds remaining in the Settlement Fund after distributions,

including undelivered and uncashed checks and any undistributed funds below the De Minimis Threshold, shall be deposited in the Plan and the Plan administrator shall allocate it to Active ESOP Participants, divided equally on a per capita basis.

(c) In no event shall any part of the Settlement Fund be used to reimburse any Defendants, to offset normal Plan expenses, nor to offset settlement-related costs incurred by any Defendant.

5.6 Tax-Related Issues and General Responsibilities

(a) The payments made from the Settlement Fund Settlement Class Members are intended to constitute restorative payments in accordance with Revenue Ruling 2002-45.

(b) The Brunner Defendants, Brunner Defendants' Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the 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. Each Settlement Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold the Settling Parties, Brunner Defendants' Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Settling Parties, Brunner Defendants' Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, Attorneys' Fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.

(c) Neither the Settling Parties, Class Counsel, Class Representatives, nor Brunner Defendants' Counsel shall have any responsibility or liability whatsoever with respect to: (i) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement Amount or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the administration or allocation of the Settlement Fund; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any losses suffered by, or fluctuations in the value of, the Settlement Fund; or (vi) the payment or withholding of any taxes and/or expenses incurred in connection with the taxation of the Settlement Fund or tax reporting, or the filing of any Tax Filings.

5.7 Modifications. The Court may approve the Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website within ten (10) business days of the modification.

ARTICLE VI

ATTORNEYS' FEES AND COSTS AND SERVICE AWARDS

6.1 Attorneys' Fees and Costs. No later than fourteen (14) calendar days prior to the deadline provided in the Preliminary Approval Order for Settlement Class Members to object to the Settlement Agreement, Class Counsel may file an application with the Court for payment of reasonable Attorneys' Fees and Costs, and Administrative Expenses (other than those tax-related expenses automatically deducted pursuant to Section 4.6), to be deducted from the Gross Settlement Amount. The Brunner Defendants agree not to object to Class Counsel's application for Attorneys' Fees and Costs and Administrative Expenses, provided that it is consistent with the limitations on Attorneys' Fees specified in Section 1.6 and the Independent Fiduciary has no objection to such Attorneys' Fees and Costs and Administrative Expenses. Notwithstanding anything herein, the Court's failure to approve, in whole or in part, any application for Attorneys' Fees and Costs, or Administrative Expenses, sought by Class Counsel shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement.

6.2 Service Award. No later than fourteen (14) calendar days prior to the deadline provided in the Preliminary Approval Order for Settlement Class Members to object to the Settlement Agreement, Class Counsel may file an application with the Court for payment of a Service Award to each Named Plaintiff in an amount not to exceed five thousand U.S. dollars (USD \$5,000.00) each. The Brunner Defendants agree not to object to any such requested Service Award, provided that the Independent Fiduciary has no objection to such Service Award. Notwithstanding anything herein, the Court's failure to approve, in whole or in part, any application for Service Awards shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement.

ARTICLE VII

RELEASES AND COVENANT NOT TO SUE

7.1 Releases. Subject to Article IX below, the obligations incurred pursuant to this Settlement Agreement shall be in full and final disposition and settlement of any and all of Plaintiffs' Released Claims.

(a) Upon the Settlement Effective Date, the Named Plaintiffs and every Settlement Class Member on behalf of themselves, their heirs, executors, administrators, estates, successors, beneficiaries, agents, attorneys and assigns, and the Plan (subject to Independent Fiduciary approval as described in Section 2.2 herein) shall, with respect to each and every Plaintiff's Released Claim, be deemed to fully, finally and forever release, waive, relinquish and forever discharge each and every Plaintiff's Released Claim against any and all of the Released Parties, and forever shall be enjoined from prosecuting any such Plaintiff's Released Claims, whether or not such Settlement Class Members have submitted 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 or claims for distribution of such Settlement Class Members have been approved or allowed.

(b) Upon the Settlement Effective Date, the Brunner Defendants, on behalf of themselves and their successors and assigns shall be deemed to fully, finally and forever release, waive, relinquish and forever discharge the Brunner Defendants' Released Claims, and forever shall be enjoined from prosecuting any such Claims.

(c) Nothing herein shall preclude any action to enforce the Settlement Agreement.

7.2 The Named Plaintiffs, Class Counsel, the Plan, or the Settlement Class Members may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Plaintiffs' Released Claims. Such facts, if known by them, might have affected the decision to settle with the Brunner Defendants, or the decision to release, relinquish, waive, and discharge the Plaintiffs' Released Claims, or the decision of a Settlement Class Member not to object to the Settlement. Notwithstanding the foregoing, each Settlement Class Member and the Plan shall expressly, upon the Settlement Effective Date, be deemed to have, and by operation of the Final Approval Order, shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Plaintiffs' Released Claims, including Unknown Claims. The Settlement Class Members and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

7.3 Named Plaintiffs, the Plan (subject to the Independent Fiduciary requirements in Section 2.2), and Settlement Class Members, with respect to Plaintiffs' Released Claims, upon the Settlement Effective Date, shall be conclusively deemed to, and by operation of the Final Approval Order shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown Claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

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

Also, the Named Plaintiffs, the Plan (subject to the Independent Fiduciary requirements in Section 2.2), and Settlement Class Members with respect to Plaintiffs' Released Claims shall, upon the Settlement Effective Date, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

7.4 This Settlement Agreement does not in any way bar, limit, waive, or release any right by the Named Plaintiffs or any Settlement Class Member to assert and/or recover any moneys resulting from (a) any individual Claim for individual vested benefits brought pursuant to

ERISA § 502(a)(1)(B), 29 U.S.C. § 1132(a)(1)(B) that are otherwise due under the terms of the Plan, (b) any Claims asserted by the Named Plaintiffs and the Settlement Class against the Non-Settling Defendants in the Action, or (c) any rights or duties arising out of the Settlement Agreement.

ARTICLE VIII

REPRESENTATIONS AND WARRANTIES

8.1 Settling Parties' representations and warranties. The Settling Parties represent and warrant as follows, and each acknowledges that they are relying on these representations and warranties in entering into the Settlement Agreement:

(a) they have carefully read the Settlement Agreement and understand its terms;

(b) they are voluntarily entering into the Settlement Agreement as a result of arm's-length negotiations, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

(c) they have made such investigation of the facts pertaining to the subject matter of the Settlement Agreement as they deem necessary;

(d) Named Plaintiffs have not assigned or otherwise transferred any interest in any Released Claim against any Released Party, and that they shall not assign or otherwise transfer any interest in any Released Claims; and

(e) Named Plaintiffs, on behalf of themselves and the Settlement Class, will have no surviving claims or causes of action against any of the Released Parties for any of the Released Claims, from and after the Effective Date;

(f) the Settling Parties assume the risk of mistake as to facts or law; and

(g) they recognize that additional evidence may come to light, but they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement Agreement.

8.2 Signatories' representations and warranties. The persons executing the Settlement Agreement represent that they have been duly authorized to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement in order to effectuate its terms.

ARTICLE IX

TERMINATION

9.1 The Settlement Agreement shall terminate at the election of any of the Settling Parties, and thereby become null and void with no further force or effect, if:

(a) Pursuant to Section 2.2, (1) either an Independent Fiduciary does not approve the release or the Settlement Agreement, or disapproves the release or the Settlement Agreement for any reason whatsoever, or the Brunner Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by PTE 2003-39; and (2) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39;

(b) the Court declines to approve the Settlement Agreement or any material part of it;

(c) the Court declines to enter the Preliminary Approval Order or materially modifies the contents of the Preliminary Approval Order submitted by Class Counsel;

(d) the Court declines to enter the Final Approval Order or materially modifies the contents of the Final Approval Order submitted by Class Counsel; or

(e) the Final Approval Order is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Settlement Effective Date.

Notwithstanding anything herein, no order of the Court, or modification or reversal on appeal of any order of the Court, solely concerning Attorneys' Fees and Costs or any Service Award shall constitute grounds for termination of the Settlement Agreement.

9.2 Reversion to prior positions. If the Settlement Agreement is terminated in accordance with this Article, then the Settling Parties and Settlement Class Members will be restored to their respective positions immediately before the execution of the Settlement Agreement, this Action shall proceed in all respects as if the Settlement Agreement and any related orders had not been entered, and any order entered by the Court pursuant to the terms of this Settlement Agreement shall be treated as vacated *nunc pro tunc*. The Escrow Agent shall return all funds deposited in the Qualified Settlement Fund, and any interest earned thereon, to the payors or their agents pro rata based on their contributions to the Qualified Settlement Fund within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void, except as provided for in Section 9.3. In the event of termination in accordance with this Article, the fact of this Settlement Agreement and the terms contained herein shall not be admissible in any proceeding for any purpose, and the Settling Parties expressly and affirmatively reserve all Claims, remedies, defenses, arguments, and motions as to all Claims and requests for relief that might have been or might be later asserted in the Action.

9.3 In the event that the Settlement Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid or caused to be paid by Class Counsel, on the one hand, and the Brunner Defendants, on the other hand.

ARTICLE X

NO ADMISSION OF WRONGDOING

10.1 The Settlement Agreement, whether or not consummated, and any proceedings taken pursuant to it, is for settlement purposes only. The Brunner Defendants and the Released Parties expressly acknowledge that they are entering into this Settlement Agreement in order to resolve disputed claims and solely for the purpose of avoiding possible future expenses, burdens, or distractions of litigation. The Brunner Defendants and the Released Parties deny any and all wrongdoing. The Brunner Defendants and the Released Parties specifically and expressly deny any and all liability in connection with any Claims which have been made or could have been made, or which are the subject matter of, arise from, or are connected, directly or indirectly, with or related in any way to the Action, including, but not limited to, any violation of any federal or state law (whether statutory or common law), rule, or regulation, and the Brunner Defendants and the Released Parties deny that any violation of any such law, rule, or regulation has ever occurred.

10.2 The Settlement Agreement, whether or not consummated, and any negotiations, proceedings, or agreements relating to the Settlement Agreement, and any matters arising in connection with Settlement negotiations, proceedings, or agreements:

(a) shall not be offered or received, in the Action or any other proceeding, against the Brunner Defendants or any of the Released Parties as evidence of, or be construed as or deemed to be evidence of, any presumption, concession, or admission by the Brunner Defendants or a Released Party of the truth of any fact alleged by the Named Plaintiffs or the validity of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation;

(b) shall not be offered or received, in the Action or any other proceeding, against the Brunner Defendants or any of the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Brunner Defendants or any of the Released Parties;

(c) shall not be offered or received, in the Action or any other proceeding, against the Brunner Defendants or any of the Released Parties as evidence of a presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing attributable to them; and

(d) shall not be construed against the Brunner Defendants or any of the Released Parties as an admission or concession that the consideration to be given hereunder

represents the amount which could or would have been recovered after trial of the Action or that the Named Plaintiffs or any Settlement Class Member suffered any losses or damages attributable to the Brunner Defendants or any of the Released Parties.

ARTICLE XI

MISCELLANEOUS

11.1 Exhibits included. The exhibits to the Settlement Agreement are integral parts of this Settlement Agreement and are incorporated by reference as if set forth herein.

11.2 Cooperation. Class Counsel and the Brunner Defendants' Counsel agree to cooperate fully with one another in seeking Court entry of the Preliminary Approval Order and Final Approval Order.

11.3 Confidentiality. The Settling Parties and their counsel shall keep strictly confidential, and shall not disclose to any third party (except, as reasonably necessary, the Non-Settling Defendants on a confidential basis or insurers) the terms and conditions of this Settlement Agreement until such time as Plaintiffs file their motion for preliminary approval of the Settlement.

11.4 Non-disparagement. The Settling Parties, their counsel, and their agents shall refrain from making derogatory or disparaging public comments or remarks regarding the Settlement, the Named Plaintiffs, the Settlement Class Members, the Brunner Defendants, and/or the Released Parties in connection with the Settlement.

11.5 Survival of Confidentiality Order. Nothing in this Settlement Agreement shall be construed as terminating the Confidentiality Order. The Settling Parties remain bound by the requirements of the Confidentiality Order.

11.6 Entire agreement. This Settlement Agreement and all of the exhibits appended hereto constitute the entire agreement of the Settling Parties with respect to the subject matter of the Action and supersede any prior agreement, whether written or oral, as to that subject matter. No representations or inducements have been made by any Settling Party hereto concerning the Settlement Agreement or its exhibits other than those contained and memorialized in such documents. The provisions of the Settlement Agreement and its exhibits may not be modified or amended, nor may any of their provisions be waived, except by a writing signed by all Settling Parties hereto or their successors-in-interest.

11.7 Waiver. The waiver by any Settling Party of a breach of the Settlement Agreement by any other Settling Party shall not be deemed a waiver of any other breach of the Settlement Agreement.

11.8 Construction of agreement. This Settlement Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Settling Parties have participated in the drafting of this Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Settling Party. This Settlement Agreement shall not be construed more strictly against one Settling Party than another merely by virtue of the fact that the Settlement Agreement, or any part of it, may have been prepared by counsel for one

of the Settling Parties, it being recognized that the Settlement Agreement is the result of arm's-length negotiations between the Settling Parties, and all Settling Parties have contributed substantially and materially to its preparation.

11.9 Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

11.10 Governing law. The Settlement Agreement and all documents necessary to effectuate it shall be governed by the laws of Illinois without regard to its conflict of law doctrines, except to the extent that federal law requires that federal law govern, and except that all computations of time with respect to the Settlement Agreement shall be governed by Federal Rule of Civil Procedure 6.

11.11 Disputes concerning compliance with Settlement Agreement. Class Counsel, the Brunner Defendants' Counsel, and the Settling Parties agree that any and all disputes concerning compliance with the Settlement Agreement shall be exclusively resolved as follows:

(a) If Class Counsel, the Brunner Defendants' Counsel, or a Settling Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, the party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other party including in such notice: (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a statement of the alleged non-compliance; and (c) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute;

(b) Within ten (10) business days after receiving the notice described in Section 11.11(a), the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position;

(c) For a period of not more than ten (10) business days following mailing of the response described in Section 11.11(b), the Settling Parties shall undertake good-faith negotiations, which may include meeting in person or conferring by telephone, to attempt to resolve the dispute;

(d) If the dispute is not resolved during the period described in Section 11.11(c), either party may request that the Court resolve the dispute;

(e) In connection with any disputes concerning compliance with the Settlement Agreement, the Settling Parties agree that each party shall bear its own fees and costs unless the Court orders otherwise.

11.12 Personal Jurisdiction. The Settling Parties agree that the Court has personal jurisdiction over the Named Plaintiffs, Settlement Class Members, and the Brunner Defendants, and shall retain that jurisdiction for purposes of enforcing the Settlement Agreement and resolving any disputes concerning compliance with the Settlement Agreement.

11.13 Fees and expenses. Except as otherwise expressly set forth herein, each Settling Party shall pay its own fees, costs, and expenses incurred in connection with the Action,

including fees, costs, and expenses incident to the negotiation, preparation, or compliance with the Settlement Agreement, and including any fees, expenses, and disbursements of its counsel and other advisors. Nothing in the Settlement Agreement shall require the Brunner Defendants or any Released Party to pay any monies other than as expressly provided herein.

11.14 Execution in counterparts. The Settlement Agreement may be executed in one or more counterparts and may be executed by electronic signature or facsimile signature. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Settling Parties shall exchange among themselves signed counterparts.

11.15 Notices. Unless otherwise provided herein, any notice, demand, or other communication under the Settlement Agreement (other than Notices to Settlement Class Members or other notices provided at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and delivered by hand, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier as follows:

(a) if to the Named Plaintiffs:

Paul J. Lukas
NICHOLS KASTER, PLLP
4700 IDS Center
80 S 8th Street
Minneapolis, MN 55402

(b) if to the Brunner Defendants:

Richard J. Pearl
FAEGRE DRINKER BIDDLE & REATH LLP
320 S. Canal Street, Suite 3300
Chicago, IL 60606

11.16 Retention of jurisdiction. The Settling Parties shall request that the Court retain jurisdiction of this matter to resolve any disputes regarding interpretation of or compliance with the Settlement Agreement after the Settlement Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of the Settlement Agreement.

SIGNATURE PAGE

AGREED TO ON BEHALF OF PLAINTIFFS Paul Laidig, Peter Lewis, and Derek Kemp, individually, as class representatives on behalf of the Settlement Class, and on behalf of the Emprise Group, Inc. Employee Stock Ownership Plan, f/k/a Vi-Jon Employee Stock Ownership Plan.

Dated: January 27, 2025

By:



Paul J. Lukas
NICHOLS KASTER, PLLP
4700 IDS Center
80 S 8th Street
Minneapolis, MN 55402
612-256-3200
lukas@nka.com

Attorney for Plaintiffs

AGREED TO ON BEHALF OF DEFENDANTS John G. Brunner and John G. Brunner Revocable Trust dated 06-09-1992.

Dated: January 27, 2025

By:



Richard J. Pearl
FAEGRE DRINKER BIDDLE & REATH LLP
320 S. Canal Street, Suite 3300
Chicago, IL 60606
312-569-1000
rick.pearl@faegredrinker.com

*Attorney for Defendants John G. Brunner and
John G. Brunner Revocable Trust dated 06-09-1992*

EXHIBIT 1

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

Laidig v. GreatBanc Trust Company, Case No. 22-CV-01296 (N.D. Ill.)

This is a notice of a proposed partial class action settlement.

If you participated in or received benefits from the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan), a class action lawsuit may affect your rights.

A Federal Court authorized this notice.

You are not being sued. This is not a solicitation from a lawyer.

- A federal lawsuit alleges that GreatBanc Trust Company (“GreatBanc”), as a fiduciary to the Vi-Jon Employee Stock Ownership Plan n/k/a Emprise Group, Inc. Employee Stock Ownership Plan (“Plan”), caused the Plan to engage in a transaction prohibited by the Employee Retirement Income Security Act (“ERISA”). This case was filed on March 10, 2022 against GreatBanc, Berkshire Fund VI, L.P. (“Berkshire”), John G. Brunner, and the John G. Brunner Revocable Trust dated 06-09-1992 (collectively, “Defendants”).
- A partial Settlement has been reached that encompasses all claims in this case against John G. Brunner, the John G. Brunner Revocable Trust dated 06-09-1992, and 12 other Affiliated Family Trusts related to the Brunner family (collectively, the “Brunner Defendants”). The Brunner Defendants deny all claims, and nothing in the Settlement is an admission or concession on their part of any fault or liability whatsoever.
- The Court has not certified a class with regards to the rest of the Defendants and has not decided whether the Defendants did anything wrong. This partial Settlement does not affect the claims in this lawsuit against the non-settling Defendants.
- For the purposes of this Settlement only, the Settlement Class is defined as: All participants and beneficiaries of the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan) at any time since its inception with a vested Plan balance on or prior to October 29, 2024, excluding Defendants, the directors of Vi-Jon or of any entity in which a Defendant has a controlling interest, and legal representatives, successors, and assigns of any such excluded person.
- The Settlement will provide, among other things, for a \$1.0 million Gross Settlement Fund that will be allocated to eligible Settlement Class Members after any Court-approved deductions.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated January 27, 2025. 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. You should visit that website if you would like more information about the Settlement or the lawsuit. You may also call 800-XXX-XXXX for additional information.
- Your rights and the choices available to you—and the applicable deadlines to act—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments under 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 LaShonda A. Hunt, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, in Courtroom [XXXX](#), to determine whether to grant final approval of the Settlement and approve the requested Attorneys’ Fees and Costs, Administrative Expenses, and Class Representative Service 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 www.settlementwebsite.com.
- Any objections to the Settlement, or to the requested Attorneys’ Fees and Costs, Administrative Expenses, or Class Representative Service Awards, must be served in writing on Class Counsel and counsel for the Brunner Defendants, as identified on page 5 of this Settlement Notice.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

<p><u>Our records indicate you are an Active ESOP Participant Class Member.</u></p> <p>If so, you do not need to do anything to receive your share of the Settlement.</p> <p>An <u>Active ESOP Participant</u> is a Class Member with an active account in the Plan as of the date of the Preliminary Approval Order.</p> <p>A <u>Non-Active ESOP Participant</u> is Class Member <i>without</i> an active account in the Plan as of that date.</p>	<p><u>Our records indicate that you are an Active ESOP Participant Class Member.</u> You do not need to do anything to receive your share of the Net Settlement Amount. Your distribution will be automatically deposited into your Plan account.</p> <p>If, however, you are a Non-Active ESOP Participant Class Member who no longer has a Plan account then you may submit a Rollover Form postmarked on or before [DATE] to receive a share of the Net Settlement Amount via rollover. If you are a Non-Active ESOP Participant Class Member and you do not mail the Non-Active ESOP Participant Rollover Form by the above deadline, you will receive your share of the Net Settlement Amount via check. If you believe you are a Non-Active ESOP Participant Class Member, a rollover form may be obtained by calling the Settlement Administrator at [telephone number] or by accessing [www.settlementwebsite.com].</p>
<p>You can object to the Settlement (no later than [DATE]).</p>	<p>If you wish to object to any part of the Settlement, or to the requested Attorneys' Fees and Costs, Administrative Expenses, or Class Representative Service Award, you must submit your objection and any supporting documents to Class Counsel and counsel for the Brunner Defendants (as identified on page 5 below) at least 21 calendar days before the Fairness Hearing.</p>
<p>You can attend a hearing on [DATE] to discuss the fairness of the Settlement.</p>	<p>You may also attend the Fairness Hearing on [DATE]. If you wish to attend and speak at the hearing, you must provide Class Counsel and counsel for the Brunner Defendants with notice of your intent to appear at least 21 calendar days before the Fairness 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.</p>

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plan's records show that you participated in the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan) any time since its inception and had a vested Plan balance on or prior to October 29, 2024, and therefore are a member of the Settlement Class. This class action lawsuit is known as *Laidig v. GreatBanc Trust Company*, Case No. 22-CV-01296 (N.D. Ill.). The Honorable Judge LaShonda A. Hunt of the United States District Court for the Northern District of Illinois presides over this case and has preliminarily certified a class for the purposes of this Settlement. This notice provides information about the lawsuit, how it may affect you, and your legal rights and options.

2. What is this lawsuit about?

This lawsuit is about whether GreatBanc violated ERISA by causing the Plan to engage in a transaction prohibited by ERISA, namely the sale of Vi-Jon for an allegedly excessive price to the Plan. Plaintiffs allege that the price and resulting debt adversely affect the value of Plan participants' retirement benefits. Plaintiffs also filed suit against Berkshire and the Brunner Defendants as transferees of the proceeds of the sale. You can read Plaintiff's First Amended Complaint at www.settlementwebsite.com.

Defendants deny that they violated any law or duty owed to the Plan or its participants. Specifically, Defendants deny that the sale price for Vi-Jon was excessive and claim the sale was made for adequate consideration. The Defendants' respective Answers to the Amended Complaint are available at www.settlementwebsite.com.

3. What is a class action and who is involved?

In a class action relating to a retirement plan such as this, one or more people called "Class Representatives" (in this case, Paul Laidig, Peter Lewis, and Derek Kemp, all vested participants in the Plan) sue on behalf of the plan and other people who have similar claims. These people are collectively called a "Class" or "Class Members." The person who sued—and all Class Members like them—are called the "Plaintiffs." The persons and entities they sued are called the Defendants. One court resolves the issues in the lawsuit for all of the Class Members and the Plan.

THIS SETTLEMENT

4. Why is there a settlement?

The Court has not reached a final decision on the Class Representatives' claims. Instead, the Class Representatives and the Brunner Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Class Representatives, the Brunner 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. The Class Representatives and Class Counsel believe that the Settlement is best for the Settlement Class. Nothing in the Settlement is an admission or concession by the Brunner Defendants of any fault or liability whatsoever. They have entered into the Settlement to avoid the uncertainty, expense, and burden of additional litigation.

5. What does the Settlement provide?

Under the Settlement, the Brunner Defendants will cause \$1,000,000 to be paid into a Qualified Settlement Fund to resolve the claims of the Settlement Class against them. The Net Settlement Amount (after deduction of any Court-approved Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Awards) will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court (as explained further below). Allocations to Active ESOP Participant Class Members who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan. Non-Active ESOP Participant 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. All Settlement Class Members and anyone claiming through them will fully release the Brunner Defendants and other related entities from Plaintiffs' Released Claims, as defined in the Settlement Agreement. The Released Claims include any claims against any of the Released Parties with respect to the Plan that were asserted in the lawsuit against the Brunner Defendants or could have been asserted against them. In addition, Plaintiffs' Released Claims also include certain other claims as set forth in the Settlement Agreement. The Non-Settling Defendants are not Released Parties under the Settlement and this case will continue against them. This is *only a summary* of terms of the Settlement, not a binding description of the award or releases. The full language of the Settlement Agreement is available at www.settlementwebsite.com.

6. How much money will I receive from the Settlement?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's 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. To receive a distribution from the Net Settlement Amount, you must either be (1) an Active ESOP Participant Class Member, (2) a Non-Active ESOP Participant Class Member, or (3) a Beneficiary or Alternate Payee of a person identified in (1) or (2). Definitions for (1) and (2) are provided on page 2. There are approximately 1,200 Settlement Class Members. The Net Settlement Amount will be divided *pro rata* among Settlement Class Members by dividing each individual's number of vested shares of Company stock by the total number of vested shares of Company stock allocated to the ESOP accounts of all Settlement Class Members on or prior to October 29, 2024, and multiplying that Entitlement Percentage by the Net Proceeds of the Settlement. If the dollar amount of the settlement payment to a Non-Active ESOP Participant Class Member is calculated by the Settlement Administrator to be less than \$10.00, then that Non-Active ESOP Participant Class Member's *pro rata* share shall be zero for all purposes, and their share shall be reallocated among the other Class Members. Class Members whose pro-rata shares are zero will still be bound by their release of claims. A more complete description regarding the details of the Plan of Allocation can be found in Article V of the Settlement Agreement, which is available at www.settlementwebsite.com.

7. How can I receive my distribution from the Settlement?

According to our records, you are an Active ESOP Participant Class Member. Therefore, you do not need to do anything to receive your share of the Net Settlement Amount. If this is not correct, you should contact the Settlement Administrator to obtain a Non-Active ESOP Participant Rollover Form if you wish to elect a rollover to a tax-qualified retirement account. The Rollover Form will explain the steps necessary to receive your distribution via rollover. If you are a Non-Active ESOP Participant Class Member but do not submit a timely, valid Rollover Form, you will receive your distribution via check. If you are currently an Active ESOP Participant, but no longer have a Plan Account at the time of distribution, you will receive a check.

YOUR RIGHTS AND OPTIONS

8. Can I get out of the Settlement?

In the event the Court enters a final order approving the Settlement and certifying the Settlement Class, you will be automatically included if you are a Class Member. This Settlement will resolve the legal claims in the lawsuit for all Class Members against the Brunner Defendants. You do not have the option to exclude yourself from the Settlement if the Court approves it. However, because this Settlement is only with the Brunner Defendants, this partial Settlement has no effect on your rights with regard to the Non-Settling Defendants.

9. How do I tell the Court if I don't approve of the Settlement?

If you wish to object to approval of the Settlement, you may submit your objection, in writing, to the Court and counsel for the Plaintiffs and Brunner Defendants parties at the addresses below:

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Northern District of Illinois 219 South Dearborn Street Chicago, IL 60604	Paul J. Lukas Nichols Kaster, PLLP 4700 IDS Center 80 S 8th Street Minneapolis, MN 55402 612-256-3200 lukas@nka.com	Richard J. Pearl Faegre Drinker Biddle & Reath LLP 320 S. Canal St., Ste. 3300 Chicago, IL 60606 312-569-1000 rick.pearl@faegredrinker.com

In order for an objection to be considered by the Court, it must be postmarked by **[30 days after class notice is mailed]**. The objection must be in writing and should include the case name *Laidig v. GreatBanc Trust Company*, Case No. 22-CV-01296 (N.D. Ill.), and also include: (a) your name; (b) your address; (c) a statement that you are a member of the Class; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); and (f) your signature.

10. When and where will the court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **[DATE]**, at **[TIME]**, before the Honorable Judge LaShonda A. Hunt, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, in Courtroom **XXXX**, to determine whether to grant final approval of the Settlement and approve the requested Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service 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 **[www.settlementwebsite.com]**.

11. 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. If you send an objection, you do not have to come to the Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

12. May I speak at the Fairness Hearing?

Yes. If you wish to attend and speak at the hearing, you must serve Class Counsel and counsel for the Brunner Defendants (as identified above on page 5) with a notice of intent to appear at least 21 calendar days before the Fairness Hearing. You must also comply with the requirements for making an objection (described above on page 5) if you wish to object to the Settlement.

13. What happens if I do nothing at all?

If you are an Active ESOP Participant Class Member as described on page 2 and do nothing, you will receive your pro rata share of the Net Settlement Amount directly into your Plan account if the Settlement is finally approved. If you are a Non-Active ESOP Participant Class Member as described on page 2 and do nothing, you will receive your pro rata share of the Net Settlement Amount via check if the Settlement is finally approved.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the law firms of Nichols Kaster, PLLP, and Bailey & Glasser, LLP as Class Counsel for the purposes of this settlement, which means that they represent all of the Class Members in connection with this settlement. They are experienced in handling class action lawsuits. More information about these law firms, their practices, and their lawyers' experience is available at www.nka.com and www.baileyglasser.com.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You can hire your own lawyer to appear in court for you, if you so desire, but you will have to pay that lawyer.

16. How will the lawyers be paid?

Class Counsel will ask the Court to award attorney's fees and expenses for their work in the case. The amount of any fees requested will not exceed one-third of the Settlement Fund. Class Counsel also will seek to recover their litigation costs and administrative expenses associated with the Settlement. Any deductions awarded by the Court will be paid from the Settlement Fund. Class Counsel also will ask the Court to approve payments, not to exceed \$5,000, for each Class Representative as compensation for their service to the Class. Any Class Representative Service Award approved by the Court will be paid from the Settlement Fund. A formal application for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Awards will be filed with the Court on or before [DATE], and will be posted on the settlement website.

GETTING MORE INFORMATION

17. Are more details available?

For more information, visit the website www.settlementwebsite.com, where you can find the First Amended Complaint, the Defendants' Answers to the First Amended Complaint, the Court's Order denying Defendants' motion to dismiss, and the filings related to this Settlement. You may also contact Class Counsel by calling 612-256-3200, or writing to Class Counsel as follows:

NICHOLS KASTER, PLLP
Attn: Paul Lukas
4700 IDS Center, 80 South Eighth Street
Minneapolis, MN 55402

BAILEY & GLASSER, LLP
Attn: Gregory Y. Porter
1055 Thomas Jefferson Street NW, Ste. 540
Washington, D.C. 20007

EXHIBIT 2

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS

NOTICE OF PENDING CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

Laidig v. GreatBanc Trust Company, Case No. 22-CV-01296 (N.D. Ill.)

This is a notice of a proposed partial class action settlement.

If you participated in or received benefits from the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan), a class action lawsuit may affect your rights.

A Federal Court authorized this notice.

You are not being sued. This is not a solicitation from a lawyer.

- A federal lawsuit alleges that GreatBanc Trust Company (“GreatBanc”), as a fiduciary to the Vi-Jon Employee Stock Ownership Plan n/k/a Emprise Group, Inc. Employee Stock Ownership Plan (“Plan”), caused the Plan to engage in a transaction prohibited by the Employee Retirement Income Security Act (“ERISA”). This case was filed on March 10, 2022 against GreatBanc, Berkshire Fund VI, L.P. (“Berkshire”), John G. Brunner, and the John G. Brunner Revocable Trust dated 06-09-1992 (collectively, “Defendants”).
- A partial Settlement has been reached that encompasses all claims in this case against John G. Brunner, the John G. Brunner Revocable Trust dated 06-09-1992, and 12 other Affiliated Family Trusts related to the Brunner family (collectively, the “Brunner Defendants”). The Brunner Defendants deny all claims, and nothing in the Settlement is an admission or concession on their part of any fault or liability whatsoever.
- The Court has not certified a class with regards to the rest of the Defendants and has not decided whether the Defendants did anything wrong. This partial Settlement does not affect the claims in this lawsuit against the non-settling Defendants.
- For the purposes of this Settlement only, the Settlement Class is defined as: All participants and beneficiaries of the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan) at any time since its inception with a vested Plan balance on or prior to October 29, 2024, excluding Defendants, the directors of Vi-Jon or of any entity in which a Defendant has a controlling interest, and legal representatives, successors, and assigns of any such excluded person.
- The Settlement will provide, among other things, for a \$1.0 million Gross Settlement Fund that will be allocated to eligible Settlement Class Members after any Court-approved deductions.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement dated January 27, 2025. 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. You should visit that website if you would like more information about the Settlement or the lawsuit. You may also call 800-XXX-XXXX for additional information.
- Your rights and the choices available to you—and the applicable deadlines to act—are explained in this Notice.
- The Court still has to decide whether to approve the Settlement. Payments under 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 LaShonda A. Hunt, United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, in Courtroom [XXXX](#), to determine whether to grant final approval of the Settlement and approve the requested Attorneys’ Fees and Costs, Administrative Expenses, and Class Representative Service 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 www.settlementwebsite.com.
- Any objections to the Settlement, or to the requested Attorneys’ Fees and Costs, Administrative Expenses, or Class Representative Service Awards, must be served in writing on Class Counsel and counsel for the Brunner Defendants, as identified on page 5 of this Settlement Notice.

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

<p><u>Our records indicate you are a Non-Active ESOP Participant Class Member.</u></p> <p>If so, you do not need to do anything to receive your share of the Settlement.</p> <p>A <u>Non-Active ESOP Participant</u> is Class Member <i>without</i> an active account in the Plan as of the date of the Preliminary Approval Order.</p> <p>An <u>Active ESOP Participant</u> is a Class Member with an active account in the Plan as of that date.</p>	<p><u>Our records indicate that you are a Non-Active ESOP Participant Class Member.</u> That is, you no longer have an active account in the Plan. If you wish to receive your share of the Net Settlement Amount as a rollover to a qualified retirement plan, you <u>must submit a Rollover Form</u> postmarked on or before [DATE] to receive your distribution via rollover. If you are a Non-Active ESOP Participant Class Member and do not submit a Rollover Form by the above deadline, you will receive your share of the Net Settlement Amount via check.</p> <p>If you believe you are an Active ESOP Participant Class Member, that is you have an active Plan Account, you should contact the Settlement Administrator at [telephone number] or by accessing [www.settlementwebsite.com].</p>
<p>You can object to the Settlement (no later than [DATE]).</p>	<p>If you wish to object to any part of the Settlement, or to the requested Attorneys' Fees and Costs, Administrative Expenses, or Class Representative Service Award, you must submit your objection and any supporting documents to Class Counsel and counsel for the Brunner Defendants (as identified on page 5 below) at least 21 calendar days before the Fairness Hearing.</p>
<p>You can attend a hearing on [DATE] to discuss the fairness of the Settlement.</p>	<p>You may also attend the Fairness Hearing on [DATE]. If you wish to attend and speak at the hearing, you must provide Class Counsel and counsel for the Brunner Defendants with notice of your intent to appear at least 21 calendar days before the Fairness 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.</p>

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BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plan's records show that you participated in the Vi-Jon Employee Stock Ownership Plan (n/k/a Emprise Group, Inc. Employee Stock Ownership Plan) any time since its inception and had a vested Plan balance on or prior to October 29, 2024, and therefore are a member of the Settlement Class. This class action lawsuit is known as *Laidig v. GreatBanc Trust Company*, Case No. 22-CV-01296 (N.D. Ill.). The Honorable Judge LaShonda A. Hunt of the United States District Court for the Northern District of Illinois presides over this case and has preliminarily certified a class for the purposes of this Settlement. This notice provides information about the lawsuit, how it may affect you, and your legal rights and options.

2. What is this lawsuit about?

This lawsuit is about whether GreatBanc violated ERISA by causing the Plan to engage in a transaction prohibited by ERISA, namely the sale of Vi-Jon for an allegedly excessive price to the Plan. Plaintiffs allege that the price and resulting debt adversely affect the value of Plan participants' retirement benefits. Plaintiffs also filed suit against Berkshire and the Brunner Defendants as transferees of the proceeds of the sale. You can read Plaintiff's First Amended Complaint at www.settlementwebsite.com.

Defendants deny that they violated any law or duty owed to the Plan or its participants. Specifically, Defendants deny that the sale price for Vi-Jon was excessive and claim the sale was made for adequate consideration. The Defendants' respective Answers to the Amended Complaint are available at www.settlementwebsite.com.

3. What is a class action and who is involved?

In a class action relating to a retirement plan such as this, one or more people called "Class Representatives" (in this case, Paul Laidig, Peter Lewis, and Derek Kemp, all vested participants in the Plan) sue on behalf of the plan and other people who have similar claims. These people are collectively called a "Class" or "Class Members." The person who sued—and all Class Members like them—are called the "Plaintiffs." The persons and entities they sued are called the Defendants. One court resolves the issues in the lawsuit for all of the Class Members and the Plan.

THIS SETTLEMENT

4. Why is there a settlement?

The Court has not reached a final decision on the Class Representatives' claims. Instead, the Class Representatives and the Brunner Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between the Class Representatives, the Brunner 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. The Class Representatives and Class Counsel believe that the Settlement is best for the Settlement Class. Nothing in the Settlement is an admission or concession by the Brunner Defendants of any fault or liability whatsoever. They have entered into the Settlement to avoid the uncertainty, expense, and burden of additional litigation.

5. What does the Settlement provide?

Under the Settlement, the Brunner Defendants will cause \$1,000,000 to be paid into a Qualified Settlement Fund to resolve the claims of the Settlement Class against them. The Net Settlement Amount (after deduction of any Court-approved Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Awards) will be allocated to Settlement Class Members according to a Plan of Allocation to be approved by the Court (as explained further below). Allocations to Active ESOP Participant Class Members who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan. Non-Active ESOP Participant 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. All Settlement Class Members and anyone claiming through them will fully release the Brunner Defendants and other related entities from Plaintiffs' Released Claims, as defined in the Settlement Agreement. The Released Claims include any claims against any of the Released Parties with respect to the Plan that were asserted in the lawsuit against the Brunner Defendants or could have been asserted against them. In addition, Plaintiffs' Released Claims also include certain other claims as set forth in the Settlement Agreement. The Non-Settling Defendants are not Released Parties under the Settlement and this case will continue against them. This is *only a summary* of terms of the Settlement, not a binding description of the award or releases. The full language of the Settlement Agreement is available at [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com).

6. How much money will I receive from the Settlement?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's 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. To receive a distribution from the Net Settlement Amount, you must either be (1) an Active ESOP Participant Class Member, (2) a Non-Active ESOP Participant Class Member, or (3) a Beneficiary or Alternate Payee of a person identified in (1) or (2). Definitions for (1) and (2) are provided on page 2. There are approximately 1,200 Settlement Class Members. The Net Settlement Amount will be divided *pro rata* among Settlement Class Members by dividing each individual's number of vested shares of Company stock by the total number of vested shares of Company stock allocated to the ESOP accounts of all Settlement Class Members on or prior to October 29, 2024, and multiplying that Entitlement Percentage by the Net Proceeds of the Settlement. If the dollar amount of the settlement payment to a Non-Active ESOP Participant Class Member is calculated by the Settlement Administrator to be less than \$10.00, then that Non-Active ESOP Participant Class Member's *pro rata* share shall be zero for all purposes, and their share shall be reallocated among the other Class Members. Class Members whose pro-rata shares are zero will still be bound by their release of claims. A more complete description regarding the details of the Plan of Allocation can be found in Article V of the Settlement Agreement, which is available at [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com).

7. How can I receive my distribution from the Settlement?

According to our records, you are a Non-Active ESOP Participant Class Member. If you wish to receive your Settlement distribution as a rollover to a tax-qualified retirement account, you must submit a Rollover Form by **[DATE]**. If you do not submit a Rollover Form by that deadline, you will receive your Settlement distribution via check. If this is not correct, and believe you are an Active ESOP Participant Class Member, you should contact the Settlement Administrator at [\[telephone number\]](tel:[telephone number]) or by accessing [\[www.settlementwebsite.com\]](http://www.settlementwebsite.com). Active ESOP Participants will receive their Settlement distributions as direct deposits into their Plan Accounts. If you are currently an Active ESOP Participant, but no longer have a Plan Account at the time of distribution, you will receive a check.

YOUR RIGHTS AND OPTIONS**8. Can I get out of the Settlement?**

In the event the Court enters a final order approving the Settlement and certifying the Settlement Class, you will be automatically included if you are a Class Member. This Settlement will resolve the legal claims in the lawsuit for all Class Members against the Brunner Defendants. You do not have the option to exclude yourself from the

Settlement if the Court approves it. However, because this Settlement is only with the Brunner Defendants, this partial Settlement has no effect on your rights with regard to the Non-Settling Defendants.

9. How do I tell the Court if I don't approve of the Settlement?

If you wish to object to approval of the Settlement, you may submit your objection, in writing, to the Court and counsel for the Plaintiffs and Brunner Defendants parties at the addresses below:

Court	Class Counsel	Defendants' Counsel
Clerk of the Court United States District Court Northern District of Illinois 219 South Dearborn Street Chicago, IL 60604	Paul J. Lukas Nichols Kaster, PLLP 4700 IDS Center 80 S 8th Street Minneapolis, MN 55402 612-256-3200 lukas@nka.com	Richard J. Pearl Faegre Drinker Biddle & Reath LLP 320 S. Canal St., Ste. 3300 Chicago, IL 60606 312-569-1000 rick.pearl@faegredrinker.com

In order for an objection to be considered by the Court, it must be postmarked by **[30 days after class notice is mailed]**. The objection must be in writing and should include the case name *Laidig v. GreatBanc Trust Company*, Case No. 22-CV-01296 (N.D. Ill.), and also include: (a) your name; (b) your address; (c) a statement that you are a member of the Class; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); and (f) your signature.

10. When and where will the court decide whether to approve the Settlement?

The Court will hold a Fairness Hearing on **[DATE]**, at **[TIME]**, before the Honorable Judge LaShonda A. Hunt, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604, in Courtroom **XXXX**, to determine whether to grant final approval of the Settlement and approve the requested Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service 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 **[www.settlementwebsite.com]**.

11. 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. If you send an objection, you do not have to come to the Court to talk about it. As long as you mail your written objection on time, the Court will consider it.

12. May I speak at the Fairness Hearing?

Yes. If you wish to attend and speak at the hearing, you must serve Class Counsel and counsel for the Brunner Defendants (as identified above on page 5) with a notice of intent to appear at least 21 calendar days before the Fairness Hearing. You must also comply with the requirements for making an objection (described above on page 5) if you wish to object to the Settlement.

13. What happens if I do nothing at all?

If you are a Non-Active ESOP Participant Class Member as described on page 2 and do nothing, you will receive your pro rata share of the Net Settlement Amount via check if the Settlement is finally approved. If you are an Active ESOP Participant Class Member as described on page 2 and do nothing, you will receive your pro rata share of the Net Settlement Amount directly into your Plan account if the Settlement is finally approved.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

The Court has appointed the law firms of Nichols Kaster, PLLP, and Bailey & Glasser, LLP as Class Counsel for the purposes of this settlement, which means that they represent all of the Class Members in connection with this settlement. They are experienced in handling class action lawsuits. More information about these law firms, their practices, and their lawyers' experience is available at www.nka.com and www.baileyglasser.com.

15. Should I get my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. You can hire your own lawyer to appear in court for you, if you so desire, but you will have to pay that lawyer.

16. How will the lawyers be paid?

Class Counsel will ask the Court to award attorney's fees and expenses for their work in the case. The amount of any fees requested will not exceed one-third of the Settlement Fund. Class Counsel also will seek to recover their litigation costs and administrative expenses associated with the Settlement. Any deductions awarded by the Court will be paid from the Settlement Fund. Class Counsel also will ask the Court to approve payments, not to exceed \$5,000, for each Class Representative as compensation for their service to the Class. Any Class Representative Service Award approved by the Court will be paid from the Settlement Fund. A formal application for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Service Awards will be filed with the Court on or before [DATE], and will be posted on the settlement website.

GETTING MORE INFORMATION

17. Are more details available?

For more information, visit the website www.settlementwebsite.com, where you can find the First Amended Complaint, the Defendants' Answers to the First Amended Complaint, the Court's Order denying Defendants' motion to dismiss, and the filings related to this Settlement. You may also contact Class Counsel by calling 612-256-3200, or writing to Class Counsel as follows:

NICHOLS KASTER, PLLP
Attn: Paul Lukas
4700 IDS Center, 80 South Eighth Street
Minneapolis, MN 55402

BAILEY & GLASSER, LLP
Attn: Gregory Y. Porter
1055 Thomas Jefferson Street NW, Ste. 540
Washington, D.C. 20007

EXHIBIT 3

**Vi-Jon Employee Stock Ownership Plan
(n/k/a Emprise Group, Inc. Employee Stock Ownership Plan)
Settlement Administrator
[ADDRESS]
[PHONE NUMBER]
[www.settlementwebsite.com]**

NON-ACTIVE ESOP PARTICIPANT ROLLOVER FORM

JOHN Q CLASSMEMBER
123 MAIN ST APT 1
ANYTOWN, ST 12345

Claim Number: 123467

This Non-Active ESOP Participant Rollover Form is **ONLY** for Settlement Class Members who are **Non-Active ESOP Participants**, or the Beneficiaries or Alternate Payees of Non-Active ESOP Participants, of the Vi-Jon Employee Stock Ownership Plan, now known as the Emprise Group, Inc. Employee Stock Ownership Plan (the "Plan"). A Non-Active ESOP Participant is a Class Member who had a vested Plan balance at any time since the Plan's inception and on or prior to October 29, 2024, but who no longer had an Active Plan Account at the time of the Court's order preliminarily approving the Settlement.

Non-Active ESOP Participants 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. **Non-Active ESOP Participants** who do not complete and timely return this form will receive their settlement payment via check. If you have questions regarding this form, you may contact the Settlement Administrator as indicated below:

Vi-Jon (n/k/a Emprise Group, Inc.) Employee Stock Ownership Plan Settlement Administrator
P.O. Box [number], [City, State, ZIP]
[PHONE NUMBER]
[www.settlementwebsite.com]

PART 1: INSTRUCTIONS FOR COMPLETING NON-ACTIVE ESOP PARTICIPANT 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 Non-Active ESOP Participant Rollover Form, including the first page with the address label, for your records.
2. Mail your completed Non-Active ESOP Participant Rollover Form postmarked on or before **[RETURN DATE SET FORTH IN PRELIMINARY APPROVAL ORDER]** to the Settlement Administrator at the following address:

Vi-Jon (n/k/a Emprise Group, Inc.) Employee Stock Ownership Plan Settlement Administrator
P.O. Box [number], [City, State, ZIP]

It is your responsibility to ensure the Settlement Administrator has timely received your Non-Active ESOP Participant 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 Non-Active ESOP Participant 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 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 six months of the Court's Final Approval Order.

4. **Questions?** If you have any questions about this Non-Active ESOP Participant 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].

PART 2: PARTICIPANT INFORMATION

First Name	Middle	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Work Phone or Cell Phone	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Participant's Social Security Number	Participant's Date of Birth	
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>	
Email Address	M M	D D Y Y Y Y
<input type="text"/>		

[NON-ACTIVE ESOP PARTICIPANT ROLLOVER FORM CONTINUES ON THE NEXT PAGE]

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

☐ Check here if you are the **surviving spouse or other beneficiary** for the Non-Active ESOP Participant Class Member and the Non-Active ESOP Participant Class Member is deceased. **Documentation must be provided showing current authority of the representative to file on behalf of the 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.

First Name	Middle	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Work Phone or Cell Phone	
<input type="text"/>	<input type="text"/>	
Participant's Social Security Number	Participant's Date of Birth	
<input type="text"/>	<input type="text"/>	
Email Address	M M	D D Y Y Y Y
<input type="text"/>		

[NON-ACTIVE ESOP PARTICIPANT ROLLOVER FORM CONTINUES ON THE NEXT PAGE]

☐ Government 457(b)
 ☐ 401(a)/401(k)
 ☐ 403(b)

☐ Direct Rollover to a Traditional IRA
 ☐ 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]

Company or Trustee's Mailing Address 1

[illegible]

Company or Trustee's Mailing Address 2

[illegible]

Company or Trustee's City

State

Zip Code

[illegible]

Your Account Number

Company or Trustee's Phone Number

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PART 5: SIGNATURE, CONSENT, AND SUBSTITUTE IRS FORM W-9

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

Non-Active ESOP Participant Signature**Date Signed (Required)**

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