

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

AMENDMENT TO CLASS ACTION SETTLEMENT AGREEMENT

This Amendment (the “Amendment”) to the Class Action Settlement Agreement dated January 27, 2025 (the “Settlement Agreement”), is made and entered into as of May 9, 2025 by and among: (i) Plaintiffs Paul Laidig, Peter Lewis, and Derek Kemp (“Plaintiffs”), 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 Trusts,” and with Brunner, the “Brunner Defendants”) (together, the “Settling Parties”).

RECITALS

- A. WHEREAS**, Paul Laidig, Peter Lewis, Derek Kemp, Brunner, and the John G. Brunner Revocable Trust dated 06-09-1992 were parties to the fully executed Settlement Agreement.
- B. WHEREAS**, after the Settlement Agreement was fully executed, Plaintiffs were granted leave of Court to file a Second Amended Complaint in the civil action captioned *Laidig et al. v. GreatBanc Trust Company et al*, Case No. 1:22-CV-01296 (the “Action”), pending in the United States District Court for the Northern District of Illinois.
- C. WHEREAS**, the Second Amended Complaint added a claim against the John and Janell Brunner Family Trust Dated May 27, 2020 (the “Brunner 2020 Trust”).

- D. WHEREAS**, the Settlement Agreement included the John and Janell Brunner Family Trust Dated May 27, 2020 as among the “Affiliated Family Trusts,” as defined in Section 1.4 of the Settlement Agreement.
- E. WHEREAS**, the Settling Parties wish to confirm that the Settlement Agreement releases and resolves claims against the Brunner 2020 Trust, per the terms set forth in the Settlement Agreement.
- F. WHEREAS**, the Settlement Agreement provides for an “Independent Fiduciary,” as that term is defined in the Settlement Agreement.
- G. WHEREAS**, Plaintiffs filed Plaintiffs’ Opposed Motion for Preliminary Approval of Partial Class Action Settlement as Dkt. No. 256 in the Action.
- H. WHEREAS**, Berkshire Fund VI, Limited Partnership filed Defendant Berkshire Fund VI, Limited Partnership’s Objections to Plaintiffs’ Opposed Motion for Preliminary Approval of Partial Class Action Settlement (“Berkshire Objection”) as Dkt. No. 264 in the Action.
- I. WHEREAS**, Defendant GreatBanc Trust Company filed Defendant GreatBanc Trust Company’s Objection to Plaintiffs’ Opposed Motion for Preliminary Approval of Partial Class Action Settlement (“GreatBanc Objection”) as Dkt. No. 265 in the Action.
- J. WHEREAS**, in a May 2, 2025 Order, the Court denied the Berkshire Objection and GreatBanc Objection (*see* Dkt. No. 300, 301 in the Action).
- K. WHEREAS**, the Court’s Order denying the Berkshire Objection and GreatBanc Objection states, in footnote 1, that “the parties have agreed to amend the relevant provisions of their settlement agreement to reflect that the parties will ask the Court to appoint the independent fiduciary, Plaintiffs will not seek to admit the independent fiduciary’s work product against any non-settling defendants in this proceeding, and the non-settling defendants will not incur any cost in connection with the independent fiduciary.” *See* Dkt. No. 301, at fn. 1.
- L. WHEREAS**, the Settling Parties wish to amend the Settlement Agreement to modify provisions concerning the Independent Fiduciary.

THEREFORE, the Settling Parties agree as follows:

1. **The Brunner 2020 Trust.** The Settling Parties agree that the fact that the John and Janell Brunner Family Trust Dated May 27, 2020 has been added as a defendant in the Second Amended Complaint filed in the Action shall have no effect on the sufficiency, scope, or enforceability of the Plaintiffs’ Released Claims. Plaintiffs’ Released Claims include, and shall continue to include, those matters set forth in the Settlement Agreement and include matters against the Affiliated Family Trusts.

2. **Amendments to Settlement Agreement.** The Settlement Agreement is amended as follows:

- a. Section 1.32 is deleted and replaced with the following:

1.32. “Independent Fiduciary” means the person or entity appointed by the Court, upon motion of the Settling Parties, 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.

- b. Section 2.2 is deleted and replaced with the following:

2.2. Review by Independent Fiduciary. The Settling Parties shall work cooperatively to propose to the Court an Independent Fiduciary who, on behalf of the Plan, will determine whether to approve and authorize the Settlement of Plaintiffs’ Released Claims on behalf of the Plan. The final approval of selection of the Independent Fiduciary shall be by the Court. No one other than the Settling Parties has any obligation or right to participate in the selection of the Independent Fiduciary.

(a) The Independent Fiduciary shall comply with all relevant requirements set forth in PTE 2003-39. If the Independent Fiduciary determines to retain counsel to provide advice in connection with its responsibilities hereunder, the Independent Fiduciary shall not retain as counsel any counsel for Settling Parties or Non-Settling Defendants in this case.

(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 Amended Settlement Agreement, subject to confidentiality as appropriate. Nothing herein obligates anyone other than the Settling Parties to provide information to the Independent Fiduciary.

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

(e) The Settling Parties intend that the findings or determinations by the Independent Fiduciary and any other documents generated by the Independent Fiduciary will not be admissible in any proceeding (including the instant matter) with respect to any issue relating to the claims against or defenses asserted by the Non-Settling Defendants, and Plaintiffs will not seek to admit the Independent Fiduciary’s work product against any Non-Settling Defendants in the Action.

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: May 9, 2025

By: /s/ Paul J. Lukas
 Paul J. Lukas
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Attorney for Plaintiffs

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

Dated: May 9, 2025

By: /s/ Richard J. Pearl
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*Attorney for Defendants John G. Brunner and the
John G. Brunner Revocable Trust dated 06-09-1992*