

*Tufano, et al. v. Pride Mobility, et al.* Class Action Settlement Agreement  
FINAL FOR EXECUTION

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF PENNSYLVANIA

Charles Tufano and Richard Warren, as the  
representatives of a class of similarly situated  
persons, and on behalf of the Pride Mobility  
Employee Stock Ownership Retirement Plan,

Plaintiffs,

v.

Pride Mobility Products Corporation and the  
Pride Mobility Products Corporation ESOP  
Committee,

Defendants.

Civil Action No. 3:24-cv-00765-KM

Hon. Karoline Mehalchick

CLASS ACTION

**CLASS ACTION SETTLEMENT AGREEMENT**

This CLASS ACTION SETTLEMENT AGREEMENT (“Settlement Agreement”) is made and entered into pursuant to Rule 23 of the Federal Rules of Civil Procedure. This Settlement Agreement is entered into by and between the Class Representatives in this Class Action, for themselves and on behalf of the Settlement Class and the Plan, on the one hand, and Defendants, on the other.

NOW, THEREFORE, without any admission or concession on the part of the Class Representatives of any lack of merit of the Class Action whatsoever, and without any admission or concession on the part of Defendants as to the merits of the allegations or claims asserted in the Class Action, it is hereby STIPULATED AND AGREED, by and among the Settling Parties to this Settlement Agreement, through their respective attorneys, subject to approval of the Court pursuant to Federal Rule of Civil Procedure 23(e), in consideration of the benefits flowing to the Settling Parties hereto from the Settlement Agreement, including avoiding the inherent risks, difficulties, uncertainties, and delays in conclusively resolving complex ERISA litigation such as the Class Action, that all Released Claims as against the Released Parties shall be compromised, settled, released, and dismissed with prejudice, upon and subject to the following terms and conditions:

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**1. ARTICLE 1 – DEFINITIONS**

As used in this Settlement Agreement and the Exhibits hereto, unless otherwise defined, the following terms have the meanings specified below:

1.1. “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notice to the Class Members; (b) all expenses related to taxes (including taxes and tax expenses noted in Section 4.5); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and Escrow Agent; (e) all fees and expenses of the Independent Fiduciary, not to exceed \$20,000 in fees and expenses; and (f) all fees, expenses, and costs associated with providing CAFA Notices. Excluded from Administrative Expenses are the Settling Parties’ respective legal fees and expenses. Administrative Expenses shall be approved by the Court and paid or reimbursed from the Qualified Settlement Fund.

1.2. “Alternate Payee” means a person other than a Participant or Beneficiary of the Plan who has provided notice to the Plan that they are entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order (“QDRO”), where the QDRO relates to the benefit of a Participant.

1.3. “Attorneys’ Fees and Costs” means the amount awarded by the Court as compensation for the services provided and costs and expenses advanced and carried by Class Counsel. The amount of Attorneys’ Fees that Class Counsel will seek shall not exceed one-third of the Gross Settlement Amount and shall be deducted from the Gross Settlement Amount and paid from the Qualified Settlement Fund. In addition, Class Counsel also will seek reimbursement for all litigation costs and expenses advanced and carried by Class Counsel for the duration of this Class Action, which also shall be deducted from the Gross Settlement Amount and paid from the Qualified Settlement Fund.

1.4. “Beneficiary” means a person who is entitled, based on the designation of a Participant or by the terms of the Plan, to receive a benefit under the Plan that is derivative of a Participant's benefit under the Plan, other than an Alternate Payee.

1.5. “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.

1.6. “CAFA Notice” means notice of this proposed Settlement to the appropriate federal and state officials pursuant to CAFA, substantially in the form set forth in Exhibit E hereto.

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1.7. “Class Action” means *Tufano, et al. v. Pride Mobility Products Corporation, et al.* Civil Action No. 3:24-cv-00765-KM, United States District Court for the Middle District of Pennsylvania.

1.8. “Class Counsel” means Engstrom Lee LLC as lead class counsel and The Rosenthal Firm as local counsel.

1.9. “Class Period” means the period from May 7, 2018, through the time the Settlement becomes Final, including implementing of the Prospective Equitable Relief through the Final Approval Order.

1.10. “Class Representatives” means Charles Tufano, Richard Warren, and Dave Gunton on behalf of themselves, the Plan, and each of the Class Members, and their respective Successors-In-Interest.

1.11. “Class Representative Compensation” means the amount awarded by the Court as compensation for the services provided by the Class Representatives in the Class Action and the risks assumed by the Class Representatives in the Class Action.

1.12. “Complaint” means the Complaint filed in the Class Action on May 7, 2024, at ECF Dkt. 1.

1.13. “Court” means the United States District Court for the Middle District of Pennsylvania.

1.14. “Current Participant” means a Participant who has an account in the Plan at the time that settlement distributions are made such that their distribution can be deposited into their individualized account in the Plan.

1.15. “Defendants” means Pride Mobility Products Corporation and the Pride Mobility Products Corporation ESOP Committee.

1.16. “Defense Counsel” means counsel for Defendants: Burke Vullo Reilly Roberts and Jackson Lewis P.C.

1.17. “Escrow Agent” means Huntington National Bank or another entity selected by Class Counsel, subject to approval by Defendants, which approval shall not be unreasonably withheld, to act as escrow agent for any portion of the Gross Settlement Amount deposited in or accruing in the Qualified Settlement Fund pursuant to this Agreement.

1.18. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq.*, including all regulations promulgated thereunder.

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1.19. “Final Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement; (b) Class Counsel’s petition for Attorneys’ Fees and Costs, and Administrative Expenses; and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23.

1.20. “Final” means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand.

1.20.1. The Settling Parties agree that absent an appeal or other attempted Review Proceeding, the Final Approval Order becomes Final thirty-five (35) calendar days after its entry by the Court.

1.20.2. Notwithstanding any other provision hereof, the Final Approval Order shall be deemed Final without regard to whether the Court has entered an order regarding the award of Attorneys’ Fees and Costs, and Administrative Expenses, or whether that order has become Final, or is reversed or modified on appeal.

1.21. “Final Approval Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit D hereto.

1.22. “Gross Settlement Amount” means the sum of TWO MILLION ONE HUNDRED THOUSAND (\$2,100,000.00), contributed to the Qualified Settlement Fund in accordance with Article 4. Neither Defendants nor their insurer will make any additional payment in connection with the Settlement of the Class Action.

1.23. “Independent Fiduciary” means Fiduciary Counselors Inc., selected by Defendants in consultation with Class Counsel, which has no relationship to any of the Settling Parties and will serve as an independent fiduciary to the Plan to approve and authorize the Settlement of Released Claims on behalf of the Plan in accordance with Section 2.1.

1.24. “Mediator” means Mark W. Bennett, Retired U.S. District Judge, who presided over a remote mediation in this Class Action on December 3, 2024, (the “Mediation”).

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1.25. “Net Settlement Amount” means the Gross Settlement Amount plus any interest earned by the Qualified Settlement Fund minus: (a) all Attorneys’ Fees and Costs, (b) all Administrative Expenses, and (c) Class Representative Compensation.

1.26. “Non-Rollover-Electing Settlement Class Member” means a Settlement Class Member whose distribution cannot be deposited in the Plan due to the absence of an account at the time that distributions are made and did not submit a Rollover Form or whose Rollover Form is rejected by the Settlement Administrator.

1.27. “OIA” or “Other Investments Account” means the Plan account holding assets other than employer stock.

1.28. “Participant” means a person with an account in the Plan between May 7, 2018, and the Settlement Agreement Execution Date.

1.29. “Person” means an individual, partnership, corporation, limited liability company, governmental entity or any other form of legal entity or organization. References to a Person are also to the Person’s successors and permitted assigns, except as otherwise provided herein.

1.30. “Plaintiffs” means the Class Representatives and each Settlement Class Member.

1.31. “Plan” means the Pride Mobility Employee Stock Ownership Retirement Plan, and the trust created and attendant to the Plan.

1.32. “Plan of Allocation” means the method of allocating and distributing the Net Settlement Amount to Settlement Class Members as set forth in Section 5.1.

1.33. “Preliminary Approval Order” means the order of the Court to be proposed by the Settling Parties for approval by the Court in substantially the form attached hereto as Exhibit C, whereby the Court preliminarily approves this Settlement.

1.34. “Prior Distributions” means all distributions from the Plan issued to Participants or their Beneficiaries or Alternate Payee between May 7, 2018, and the Settlement Agreement Execution Date.

1.35. “Prospective Equitable Relief” is to be included in the Final Approval Order approving the Settlement and is intended to provide a prudent process for investing the OIA assets of the Plan. Pride Mobility Products Corporation agrees that the following procedures shall apply to the management of the OIA on a prospective basis as of the Settlement Effective Date: For a period of no less than three years, Pride Mobility Products Corporation or the Plan trustee shall retain an independent investment manager to manage

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the OIA and its investment. Any fees of the independent investment manager may be paid by the Plan as an administrative fee.

1.36. “Qualified Settlement Fund” means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Articles 4 & 5 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

1.37. “Released Claims” means any and all past, present, and future actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys’ fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief), actions, demands, rights, obligations, liabilities, expenses, costs, and causes of action, accrued or not, whether arising under federal, state, or local law, whether by statute, contract, or equity, including but not limited to for breach of fiduciary duty, prohibited transaction, or for equitable relief against non-fiduciaries under ERISA, whether brought in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen based in whole or in part on acts or failures to act during the Class Period or Settlement administration process related to or that could have impacted the Plan or Plaintiffs’ interests in the Plan, directly or indirectly, that

1.37.1. Arise out of or relate to all claims raised in the Complaint or which could have been raised in the Complaint relating to the same subject matter, broadly construed, including any that arise out of, relate to, or are based on any of the allegations, acts, omissions, facts, matters, transactions, or occurrences that were alleged, asserted, or set forth in the Complaint, including any claims related to allocation, recycling, repurchasing, and managing or investing of assets of the Plan; or

1.37.2. Would be barred by *res judicata* based on entry of the Final Approval Order; or

1.37.3. Relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to any Settlement Class Member in accordance with the Plan of Allocation; or

1.37.4. Relate to the retention of the Independent Fiduciary and to approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

1.37.5. The Class Representatives, Settlement Class Members and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil

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Code, which provides that a “general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor,” and any similar state, federal or other law, rule or regulation or principle of common law of any domestic governmental entity.

1.37.6. “Released Claims” do not include any claims to enforce this Settlement Agreement.

1.38. “Released Parties” means (a) all Defendants and any of their Successor-In-Interest; (b) Defendants’ insurers, co-insurers, and reinsurers; (c) Defendants’ attorneys, agents, directors, officers, employees, or representatives; (d) any affiliates or affiliated companies of the Defendants; (e) anyone that Plaintiffs could have asserted was a fiduciary as to the Plan; and (f) anyone that Plaintiffs could have asserted was a “party in interest” as to the Plan.

1.39. “Rollover Form” means the form substantially similar to Exhibit B that the Settlement Administrator will send with the Settlement Notice, subject to Section 1.46, Section 2.3.5, and Section 5.6.2.

1.40. “Rollover-Electing Settlement Class Member” means a Settlement Class Member whose distribution cannot be deposited in the Plan due to the absence of an account at the time that distributions are made and who submitted a Rollover Form that is accepted by the Settlement Administrator.

1.41. “Settlement” means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to this Settlement Agreement.

1.42. “Settlement Administrator” means Analytics Consulting LLC (“Analytics”), an independent contractor to be retained by Class Counsel and approved by the Court for purposes of sending the Settlement Notices to the Class and establishing the Settlement Website and telephone support line. As Settlement Administrator, Analytics is appointed the “administrator” of the Qualified Settlement Fund under Treas. Reg. § 1.468B-2(k)(3)(ii) and, consistent with Treas. Reg. § 1.468B-2(1)(2) and under the terms of this Settlement Agreement, is responsible for all tax withholding and reporting for the Qualified Settlement Fund and its distributions, including determining whether tax-qualified rollover distributions may be offered to the Settlement Class Members, and administering the Settlement and Plan of Allocation.

1.43. “Settlement Agreement” means this agreement embodying the terms of the Settlement, including any modifications or amendments hereto.

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1.44. “Settlement Agreement Execution Date” is the last date that this Settlement Agreement is executed by a Settling Party.

1.45. “Settlement Class” or “Class” means the following class to be certified by the Court for settlement purposes: All Participants of the Plan between May 7, 2018 and the Settlement Agreement Execution Date, and their Beneficiaries and Alternate Payees of record, excluding the trustee and directors of Pride Mobility Products Corporation, and excluding participants who left the Plan before vesting in any part.

1.46. “Settlement Class Members” or “Class Members” means all individuals in the Settlement Class, including the Class Representatives.

1.47. “Settlement Credit Amount” means that portion of the Net Settlement Amount payable or to be allocated to an individual Settlement Class Member, as determined according to the procedures described in the Plan of Allocation herein.

1.48. “Settlement Effective Date” means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with the Settlement Agreement.

1.49. “Settlement Notice” means the Notice of Class Action Settlement and Final Fairness Hearing to be sent to Class Members identified by the Settlement Administrator following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached hereto as Exhibit A. The Settlement Notice shall inform Class Members of a Final Fairness Hearing to be held by the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys’ Fees and Costs; and (c) payment or reimbursement of Administrative Expenses.

1.50. “Settlement Website” means the internet website established in accordance with the Settlement Agreement.

1.51. “Settling Parties” means the Defendants and the Class Representatives, the latter on behalf of themselves, the Plan, and each of the Settlement Class Members.

1.52. “Successor-In-Interest” shall mean a Person’s estate, legal representatives, heirs, successors or assigns, including successors or assigns that result from corporate mergers or other structural changes.



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**2. ARTICLE 2 – REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY SETTLEMENT APPROVAL, AND NOTICE TO THE CLASS**

2.1. Independent Fiduciary. The Independent Fiduciary shall be selected by Defendants, solely in their role as Settling Parties entitled to a binding Plan release, and shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

2.1.1. The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its determination.

2.1.2. The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than ten (10) calendar days after Class Counsel provide the Independent Fiduciary either a draft in substantially final form of, or after they file, their application for Attorney’s Fees and Costs with the United States District Court.

2.1.3. All fees and expenses associated with the Independent Fiduciary’s determination and performance of its other obligations in connection with the Settlement, up to \$20,000 in fees and expenses, will constitute Administrative Expenses and will be paid from the Qualified Settlement Fund, subject to Court approval.

2.1.4. Defendants, Defense Counsel, Class Counsel and Class Representatives shall respond to reasonable requests from the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement, including any requests for confidential information submitted by the parties to the Mediator.

2.1.5. If Defendants reasonably conclude, solely in their role as Settling Parties entitled to a binding Plan release, that the Independent Fiduciary’s determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary and Class Counsel within five (5) calendar days of receipt of the determination.

2.1.6. A copy of the Independent Fiduciary determination letter and report shall be provided to Class Counsel, who may file it with the Court in support of final approval of the Settlement.

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2.2. Preliminary Approval. The Class Representatives, through Class Counsel, shall file with the Court on or by February 4, 2025, a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit C. While Defendants may not agree with all the averments of Plaintiffs' Motion for Preliminary Approval of Settlement, Defendants will not object to the relief sought in Plaintiffs' motion. Class Counsel shall give Defendants at least five (5) calendar days before filing to review the draft in substantially final form of Plaintiffs' Motion for Preliminary Approval. Defendants may, but shall not be required to, submit papers in connection with Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. Defendants shall provide any comments to Plaintiffs' Motion at least two days prior to filing and, if any issues are not amicably resolved, Defendants will provide copies of any such papers they intend to file in substantially final form to Class Representatives, through Class Counsel, at least one day prior to filing.

2.3. The Preliminary Approval Order to be presented to the Court shall, among other things:

2.3.1. Grant the motion to certify the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23(b)(1);

2.3.2. Approve the text of the Settlement Notice for mailing to Settlement Class Members, which shall include notice of the Prospective Equitable Relief to be included as part of the Settlement;

2.3.3. Determine that under Fed. R. Civ. P. 23(c)(2), the Settlement Notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Final Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;

2.3.4. Approve the appointment of the Settlement Administrator, including for the Settlement Administrator to be responsible for all tax withholding and reporting related to the Qualified Settlement Fund, including for determining whether tax-qualified rollover distributions may be offered to the Settlement Class Members;

2.3.5. Order the Settlement Administrator to send—within thirty (30) calendar days following entry of the Preliminary Approval Order—by first-class mail, postage prepaid, the Settlement Notice to each Settlement Class Member, in accordance with Section 2.6;

2.3.6. Approve the establishment of the Qualified Settlement Fund;

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2.3.7. Approve the appointment of the Independent Fiduciary and payment or reimbursement of up to \$20,000 in fees and expenses of the Independent Fiduciary from the Qualified Settlement Fund;

2.3.8. 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 the Released Claims against Defendants, the Released Parties, and/or the Plan;

2.3.9. Set the Final Fairness Hearing for at least one hundred and twenty (120) days after entry of the Preliminary Approval Order, in order to determine whether: (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Compensation;

2.3.10. Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Final Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any supporting documents must be filed or postmarked at least twenty-one (21) calendar days prior to the scheduled Final Fairness Hearing. Any Person wishing to speak at the Final Fairness Hearing shall file, with copies provided to Class Counsel and Defense Counsel, a notice of intent to participate fourteen (14) calendar days before the Final Fairness Hearing. A notice of intent to participate shall be timely filed if it is post-marked to the Clerk of Court, Class Counsel, and Defense Counsel within fourteen (14) calendar days before the Final Fairness Hearing;

2.3.11. Provide that any party may file a response to an objection by a Class Member at least five (5) calendar days before the Final Fairness Hearing;

2.3.12. Provide that the Final Fairness Hearing may be held in person, by telephone, or via videoconference, without further direct notice to the Class Members, other than by notice to Class Counsel, and/or be adjourned or continued by order of the Court; and

2.3.13. Approve the form of the CAFA Notice attached as Exhibit E and order that upon mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.

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2.4. Settlement Class. The Settling Parties agree to certification of the Settlement Class for settlement purposes only as a mandatory, non-opt out class under Rule 23(1), and Defendants agree not to challenge certification of the Settlement Class for settlement purposes. The Settling Parties further agree that, if the Settlement does not become Final, then no Settlement Class will be deemed to have been certified by, or as a result of, this Settlement Agreement, and the Class Action and the claims asserted therein will revert to their status as of the day immediately before the notice of settlement filed on December 5, 2024, at ECF Dkt. 30. In such event, Defendants will not be deemed to have consented to the certification of any class, and the agreements and stipulations in this Settlement Agreement and its Exhibits concerning class definition, class period, and class certification shall not be used in any way to support any class definition, any class period, any class certification, or for any other purpose, and Defendants will retain all rights to oppose class certification.

2.5. Settlement Administrator. Class Counsel and Class Representatives and Defendants shall use reasonable efforts to respond timely to written requests, including by e-mail, from the Settlement Administrator for any readily accessible data that they have that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation.

2.5.1. The Settlement Administrator, and Class Counsel and Class Representatives must agree to maintain the confidentiality of the information and data they acquire, including that Participant data and information will be segregated from and not disclosed to Class Representatives, and any further non-disclosure or security protocol required by the Settling Parties.

2.5.2. The Settlement Administrator and Class Counsel and Class Representatives shall use the information and data acquired, including from the Plan's recordkeeper, solely for the purpose of implementing this Settlement, and for no other purpose.

2.5.3. At the request of the Settling Parties, the Settlement Administrator shall provide a written protocol addressing how the Settlement Administrator will maintain and store information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

2.6. Settlement Notice. By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, the Settlement Administrator shall cause to be sent via U.S. mail, postage prepaid to each Class Member identified by the Settlement Administrator a Settlement Notice and Rollover Form in the form and manner to be approved by the Court, which shall be in substantially the form

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attached hereto as Exhibits A and B or a form subsequently agreed to by the Settling Parties and approved by the Court.

2.6.1. The Settlement Administrator shall use records provided by the Plan's recordkeeper to identify Settlement Class Members and their mailing addresses last known to the Plan.

2.6.2. Before mailing a Settlement Notice to a Settlement Class Member, the Settlement Administrator shall (a) determine whether the Settlement Class Member has provided an updated mailing address to Class Counsel or the Settlement Administrator and (b) use commercially reasonable efforts to attempt to verify the Settlement Class Member's mailing address and search for any new address information. For any returned Settlement Notice, the Settlement Administrator shall make a second commercially reasonable effort to try to find that Class Member, including mailing the Settlement Notice at least one additional time. Each Settlement Notice shall be sent to the mailing address determined, in the judgment of the Settlement Administrator, most likely to reach the Settlement Class Member.

2.6.3. The Settlement Administrator shall email the Settlement Notice to each Settlement Class Member who provides an email address to the Settlement Administrator and requests such electronic copy.

2.6.4. The Settlement Administrator may communicate with the Plan's recordkeeper, with prior notice to Class Counsel and Defense Counsel, if the Settlement Administrator believes that such communication may help to explain, verify, or supplement the information regarding the Class provided by the Plan's recordkeeper.

2.7. Any fee charged by the Plan's recordkeeper to provide information and data necessary to implement this Settlement shall be deemed to be an Administrative Expense of the Settlement, and Plaintiffs shall request payment or reimbursement of any such expense from the Qualified Settlement Fund. Defendants shall not be obligated to make any payment related to this work by the Plan's recordkeeper in connection with the Settlement. The Settling Parties agree that they will not withhold any approval or consent to release information to the Settlement Administrator, if requested by the Plan's recordkeeper.

2.8. CAFA Notice. No later than ten (10) calendar days after the filing of the motion for preliminary approval of the Settlement, Defendants will serve or cause the Settlement Administrator to serve the CAFA Notice in substantially the form attached as Exhibit E hereto on the Attorney General of the United States and the attorneys general of all states in which Class Members reside, as specified by 28 U.S.C. § 1715.

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**3. ARTICLE 3 – FINAL SETTLEMENT APPROVAL**

3.1. No later than thirty (30) calendar days before the Final Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit D) in the form approved by Class Counsel and Defense Counsel, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. Class Counsel shall give Defendants at least five days to review Plaintiffs' Motion for Final Approval before filing. Defendants may, but shall not be required to, submit papers in connection with Plaintiffs' Motion for Final Approval.

3.2. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law:

3.2.1. Determine that the Settlement Class meets all of the requirements of Fed. R. Civ. P. 23(a) and (b)(1), and under Fed. R. Civ. P. 23(c)(2) that the Settlement Notice constitutes the best notice practicable under the circumstances and that due and sufficient notice of the Final Fairness Hearing and the rights of all Class Members has been provided;

3.2.2. Approval of the Settlement of the Released Claims covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;

3.2.3. Approval of the Prospective Equitable Relief, which will provide the parameters of a prudent process for investing the assets of the ESOP other than the employer stock of Pride Mobility;

3.2.4. Dismissal with prejudice of the Class Action and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or on behalf of the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;

3.2.5. That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be: (a) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and

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enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims;

3.2.6. That each Class Member shall release the Released Parties and Class Counsel for any claims, liabilities, and attorneys' fees and costs arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and costs;

3.2.7. That the provisions of Sections 3.2.4, 3.2.5, and 3.2.6 shall apply even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and Administrative Expenses and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

3.2.8. That all applicable CAFA requirements have been satisfied;

3.2.9. That (a) the Plan of Allocation is approved; (b) the Settlement Administrator shall have final authority to determine each Class Member's Settlement Credit Amount in accordance with the Plan of Allocation; and (c) the Settlement Administrator is authorized to direct the Escrow Agent to make such distributions from the Qualified Settlement Fund to former Participants and to the Plan to credit current Participants' Plan accounts as necessary to implement the Plan of Allocation;

3.2.10. That within thirty-one (31) calendar days following the issuance of all Settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each Person who received a Settlement payment from the Qualified Settlement Fund and the amount of such payment;

3.2.11. Consistent with Section 14.1, that the Court shall retain jurisdiction to enforce and interpret the Settlement Agreement.

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3.3. The Final Approval Order and judgment entered by the Court approving the Settlement Agreement shall provide that upon its entry, all Settling Parties, Class Members, and the Plan shall be bound by the Settlement Agreement and the Final Approval Order.

**4. ARTICLE 4 – ESTABLISHMENT AND FUNDING OF THE QUALIFIED SETTLEMENT FUND**

4.1. No later than ten (10) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall cause to be established, at the Escrow Agent, an account for the safekeeping of the Settlement payments (the “Qualified Settlement Fund”), which shall be an interest-bearing account and considered a common fund created as a result of the Class Action. The Qualified Settlement Fund shall be governed by this Settlement Agreement and orders of the Court. 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).

4.2. Based on information to be supplied by the Settlement Administrator, Class Counsel shall provide to Defendants: (i) written notification of the date of establishment of the Qualified Settlement Fund; (ii) written notification of the following information regarding the Escrow Agent and the Settlement Fund Account: bank name, bank address, ABA number, account number, account name, and IRS Form W-9 and taxpayer identification number; and (iii) any additional information needed for Defendants to deposit the payments set forth below into the Qualified Settlement Fund. The Settlement Administrator shall direct the Escrow Agent to make distributions by wire transfer or check from the Qualified Settlement Fund in strict accordance with the Settlement Agreement and Court Orders. No other disbursements may be authorized.

4.2.1. Within thirty (30) days of the entry of the Preliminary Approval Order, Defendant shall pay or cause to be paid \$210,000.00 into the Qualified Settlement Fund.

4.2.2. Within thirty-five (35) days of the entry of the Final Approval Order, Defendants shall pay or cause to be paid \$1,890,000.00 into the Qualified Settlement Fund, unless there is a Review Proceeding of the Final Approval Order, in which case these payments will be made 30 days after the Final Approval Order and the subsequent Review Proceeding has become Final.

4.3. The Escrow Agent may 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 the Escrow Agent shall reinvest the



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proceeds of these investments as they mature in similar instruments at their then-current market rates.

4.4. The payments in Sections 4.2.1 & 4.2.2, together with any interest earned thereon, shall fund the Qualified Settlement Fund. Under no circumstances shall the Defendants or their insurers be responsible for any payments, costs, or fees whatsoever under the Settlement beyond Defendants' obligation to cause the amounts set forth in Sections 4.2.1 & 4.2.2 to be deposited in the Qualified Settlement Fund as provided in this Article 4.

4.5. The Qualified Settlement Fund will be considered to be in the legal custody of the Court until such time as such funds may be distributed pursuant to the orders of the Court, or the terms of this Settlement Agreement. The Court shall retain continuing jurisdiction over the Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1(c)(1). The Qualified Settlement Fund shall be structured and managed by the Settlement Administrator to qualify as a Qualified Settlement Fund under Section 468B of the Internal Revenue Code, and Treas. Reg. § 1.468B-1 *et seq.*, and the Settlement Administrator shall provide reports to Class Counsel to keep Class Counsel apprised of actions taken by the Settlement Administrator or Escrow Agent for tax compliance purposes. Plaintiffs intend that the Qualified Settlement Fund be structured and administered to preserve, to the maximum degree possible, the tax benefits associated with ERISA-qualified plans. All expenses incurred to maximize the tax benefits, if any, for the Settlement Class, and taxes on the income of the Qualified Settlement Fund and tax-related expenses incurred in connection with the taxation of the Qualified Settlement Fund shall be the responsibility of Plaintiffs and shall be paid out of the Qualified Settlement Fund.

4.6. Subject to Class Counsel's prior approval and if authorized by the Court, the Settlement Administrator shall direct the Escrow Agent to pay from the Qualified Settlement Fund the costs and expenses of the Qualified Settlement Fund charged to the Qualified Settlement Fund in accordance with Section 1.1. Subject to Class Counsel's prior approval and if authorized by the Court, the Settlement Administrator may instruct the Escrow Agent to reserve any portion of the Qualified Settlement Fund for the purpose of satisfying future or contingent expenses or obligations, including expenses of Qualified Settlement Fund administration or any disbursement provided under the terms of this Settlement Agreement. Defendants take no position, directly or indirectly, with respect to such matters. Plaintiffs and Defendants acknowledge and agree that Defendants shall have no authority, control, or liability in connection with the design, management, administration, including on any tax issue or taxes due, investment, maintenance, or control of the Qualified Settlement Fund, or any distribution therefrom, or for any expenses the Qualified Settlement Fund may incur, or for any taxes that may be payable by the Qualified Settlement Fund or due on any distribution from the Qualified Settlement Fund, including due by any distributee therefrom.

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4.7. Sole Monetary Contribution. The Gross Settlement Amount shall be the full and sole monetary contribution made by the Defendants and their insurers in connection with this Settlement Agreement.

**5. PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND**

5.1. Plan of Allocation. For each Settlement Class Member identified by the Settlement Administrator, the Settlement Administrator shall calculate a Settlement Credit Amount. Each Settlement Class Member's Settlement Credit Amount shall be calculated as follows:

5.1.1. First, the Settlement Administrator shall calculate each Settlement Class Member's average OIA balance by adding that Settlement Class Member's year-end OIA balances from 2018 to 2023 (or to 2024 if it is available before the Settlement becomes Final) and dividing by six (6) (or seven (7) if 2024 becomes available).

5.1.2. Second, the Settlement Administrator shall calculate the sum of all Settlement Class Members' average OIA balances, as calculated in accordance with Section 5.1.1.

5.1.3. Third, for each Settlement Class Member, the Settlement Administrator shall divide that Settlement Class Member's average OIA balance by the sum of all Settlement Class Members' average OIA balances, as calculated in accordance with Sections 5.1.1 and 5.1.2.

5.1.4. Fourth, for each Settlement Class Member, the Settlement Administrator shall multiply the Net Settlement Amount by the quotient calculated with respect to that Settlement Class Member in accordance with Section 5.1.3. The product shall be that Settlement Class Member's Settlement Credit Amount.<sup>1</sup>

5.2. In accordance with the procedures set forth in this Article, as approved or modified by the Court, the Settlement Administrator will distribute to each Class Member their Settlement Credit Amount. Any Settlement Credit Amounts distributed but not cashed (as contemplated by Section 5.6) shall revert to the Qualified Settlement Fund and be re-distributed *pro rata* according to the procedure set forth in Section 5.6.1.

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<sup>1</sup> For illustrative purposes, if it is assumed that (i) the Net Settlement Amount equals \$1.35 million, (ii) the sum of all Settlement Class Members' average OIA balances is \$4.5 million, and (iii) Class Member A's average OIA balance was \$4,500, then Class Member A's Settlement Credit Amount equals \$1,350. This is because Class Member A's average OIA balance divided by the sum of all Settlement Class Members' OIA balances is 0.001 ( $\$4,500/\$4,500,000=0.001$ ), and the Net Settlement Amount multiplied by 0.001 equals \$1,350 ( $\$1,350,000*0.001=\$1,350$ ).

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5.2.1. The Plan of Allocation shall be submitted to the Court for preliminary and final approval in connection with the preliminary and final approval motions contemplated by the Settlement Agreement. If the Court rejects this Plan of Allocation, Plaintiffs shall provide their revised plan of allocation for review and comment by Defendants before submission to the Court.

5.2.2. The Class Representatives, Class Counsel, Defendants, and Defense Counsel shall have no responsibility or liability for the calculations and distributions of the Net Settlement Amount to Settlement Class Members. In the event of an error by the Settlement Administrator in the calculations or distributions of the Net Settlement Amount to Settlement Class Members, the Settlement Administrator shall correct the error within a reasonable amount of time.

5.2.3. The aggregate of all Settlement Credit Amounts may not exceed the Net Settlement Amount. In the event that the Settlement Administrator determines that aggregate monetary payment pursuant to the Plan of Allocation would exceed the Net Settlement Amount, the Settlement Administrator is authorized to make such *pro rata* changes as are necessary to ensure that the aggregate monetary payment pursuant to the Plan of Allocation does not exceed the Net Settlement Amount.

5.3. Following the Settlement Effective Date and completion of all payments to the Qualified Settlement Fund required by Sections 4.2.1 and 4.2.2, the Qualified Settlement Fund shall be distributed in the following manner, as approved or modified by the Court: First, within ten (10) Business Days, all Attorneys' Fees and Costs and Administrative Expenses approved by the Court shall be paid or reimbursed. Second, within twenty (20) Business Days, (a) the Settlement Administrator shall begin distributing the Net Settlement Amount to Class Members in accordance with the Plan of Allocation and Section 5.4. Pending final distribution of the Net Settlement Amount to Class Members, the Escrow Agent will maintain the Qualified Settlement Fund. If Class Counsel's motion for Attorneys' Fees and Costs, and Administrative Expenses remains pending as of the Settlement Effective Date, calculation and distribution of the Net Settlement Amount shall proceed subject to a reserve maintained in the Qualified Settlement Fund in an amount equal to the sum of Attorneys' Fees and Costs and Administrative Expenses requested in Class Counsel's motion. Any difference between the amount of such reserve and a subsequent award of Attorneys' Fees and Costs, and Administrative Expense shall be distributed to Class Members per Section 5.5.

5.4. Final List of Class Members. Prior to the disbursement of the Net Settlement Amount to the Class Members, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members to whom the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Such list shall be

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final, and only persons on the list shall be eligible to receive any recovery from this Settlement.

5.5. Initial Distribution of Settlement Credit Amounts to Class Members.

5.5.1. For Current Participants of the Plan, the payment shall be made to the Qualified Settlement Fund and then from the Qualified Settlement Fund to the Plan and credited to their Plan account;

5.5.2. For each Rollover-Electing Class Member, no later than twenty (20) Business Days following the Settlement Effective Date, the Settlement Administrator shall attempt to effect a rollover of the Class Member's Settlement Credit Amount from the Qualified Settlement Fund to the individual retirement account or other eligible employer plan elected by each Rollover-Electing Class Member in their Rollover Form, if the conditions for such rollover are satisfied and adequate paperwork necessary to transfer such Settlement Credit Amount by rollover has been provided.

5.5.3. If the Settlement Administrator is unable to effectuate the rollover instructions of any Rollover-Electing Class Member as provided in their Rollover Form due to inadequate information supplied by the Class Member or failure by the custodian of the individual retirement account or other eligible employer plan designated by the Class Member to claim the Class Member's Settlement Credit Amount within thirty (30) days of its issuance from the Qualified Settlement Fund, the Class Member will be treated as a Non-Rollover-Electing Class Member.

5.5.4. Non-Rollover-Electing Class Members. For each Non-Rollover-Electing Class Member, no later than twenty (20) Business Days following the Settlement Effective Date, or as soon as practicable if the Class Member becomes a Non-Rollover-Electing Class Member pursuant to Section 5.4.2, the Settlement Administrator shall distribute the Class Member's Settlement Credit Amount from the Qualified Settlement Fund by calculating and withholding any taxes required to be withheld per Section 5.5.6 and mailing a check for the remainder of the Settlement Credit Amount to the Settlement Class Member.

5.5.5. Before mailing any check to a former Participant that is a Settlement Class Member, the Settlement Administrator shall (a) determine whether the Settlement Class Member has provided an updated mailing address to Class Counsel or the Settlement Administrator and (b) use commercially reasonable efforts to attempt to verify the Settlement Class Member's mailing address and search for any new address information. Each check shall be sent to the mailing address determined, in the judgment of the Settlement Administrator, most likely to reach the Settlement Class Member.

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5.5.6. For each check issued, other than payments for active Participants credited to their Plan account, the Settlement Administrator shall (1) calculate and withhold any applicable taxes required to be withheld associated with the payments allocable to the Class Member; (2) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state and local revenue agents; and (3) issue appropriate tax forms to the Class Member.

5.6. Expiration of Checks and Disbursement of Unclaimed Settlement Credit Amounts.

5.6.1. For former Participants of the Plan, checks issued pursuant to this Plan of Allocation shall expire sixty (60) calendar days after their issue date. After the expiration of uncashed checks, all Settlement Credit Amounts shall revert to the Qualified Settlement Fund and thereafter be transferred to the Plan and allocated to the accounts of Participants *pro rata* in proportion to their OIA balances as of the end of the most recently concluded year for which benefit statements have been issued, as determined from the date that such transfer of unclaimed Settlement Credit Amounts to the Plan is effectuated.

5.7. Responsibility for taxes.

5.7.1. The Settling Parties acknowledge that any payments to Settlement Class Members are subject to applicable tax laws. Defense Counsel, Defendants, Class Counsel, and the Class Representatives will provide no tax advice to the Class Members and make no representations regarding the tax consequences of any of the Settlement payments described in this Settlement Agreement. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law and the terms of this Settlement Agreement in respect of all payments or distributions made under the Settlement Agreement.

5.7.2. The Settlement Administrator is the “administrator” of the Qualified Settlement Fund under Treas. Reg. § 1.468B-2(k)(3)(ii) and the terms of this Settlement Agreement. Consistent with Treas. Reg. § 1.468B-2(l)(2), and under the terms of this Settlement Agreement, the Settlement Administrator shall have sole responsibility for tax withholding and reporting for the Qualified Settlement Fund and its distributions, and the fulfillment of plan administrative functions related to any rollover distributions to former Participants, including determining whether the distributions to the Settlement Class Members qualify as eligible rollover distributions within the meaning of Code Section 402 and implementing regulations and, if so, for compliance with same, including responsibility for any notices that may be required for such distributions.

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5.7.3. Each Settlement Class Member who receives a payment pursuant to the Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state and local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Defense Counsel, Released Parties, Class Counsel, and the Settlement Administrator harmless from (a) any tax liability, including without limitation penalties and interest, related in any way to payments or credits under the Settlement Agreement, and (b) the costs (including, without limitation, fees, costs and expenses of attorneys, tax advisors, and experts) of any proceedings (including, without limitation, any investigation, response, and/or suit) related to such tax liability

5.7.4. The Net Settlement Amount to be allocated and distributed to the authorized former Participants and to the Plan for distribution to the current Participants in accordance with the Plan of Allocation are intended to constitute “restorative payments” within the meaning of Revenue Ruling 2002-45 for all purposes.

5.8. The Released Parties shall have no responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Qualified Settlement Fund or otherwise; (b) the management, investment, or distribution of the Qualified Settlement Fund; (c) the Plan of Allocation as approved by the Court; (d) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (e) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (f) 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 payments to or tax withholding from payments made to Class Members from the Qualified Settlement Fund, or the filing of any returns. Further, the Released Parties shall have no responsibility for or liability whatsoever with respect to any act, omission, or determination of the Settlement Administrator in connection with the administration of the Qualified Settlement Fund, including the offering of a tax-qualified rollover to Class Members, or otherwise.

**6. ARTICLE 6 – ATTORNEYS’ FEES AND COSTS, ADMINISTRATIVE EXPENSES, AND CLASS REPRESENTATIVE COMPENSATION**

6.1. Application for Attorneys’ Fees and Costs, Administrative Expenses, and Class Representative Compensation. Class Counsel intends to seek to recover their Attorneys’ Fees not to exceed one-third of the Gross Settlement Amount and Class Representative Compensation not to exceed \$5,000 per Class Representative. Class Counsel also will seek reimbursement of all litigation costs and expenses advanced and carried by Class Counsel for the duration of the Class Action, which shall be recovered

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from the Qualified Settlement Fund. At the same time, Class Counsel will also seek approval for the payment or reimbursement of all Administrative Expenses (other than any Administrative Expenses already authorized by the Preliminary Approval Order). The appropriate amount of any such awards shall be determined by the Court in its discretion. This Settlement Agreement does not purport to establish a presumptively reasonable amount and Defendants will not take any position on Class Counsel's application for fees and costs or for Class Representative Compensation. Plaintiffs and Defendants acknowledge and agree that Defendants shall have no authority, control, or liability in connection with Class Counsel's Attorneys' Fees and Costs, or Administrative Expenses.

6.2. Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Compensation, no later than thirty (30) calendar days before the date of the Final Fairness Hearing set by the Court.

6.3. This Settlement Agreement is not contingent on whether Class Counsel's motion for Attorney's Fees and Costs, Administrative Expenses, and Class Representative Compensation, is approved or modified

**7. ARTICLE 7 – PROSPECTIVE RELIEF**

7.1. Pride Mobility Products Corporation agrees that the Plan will be operated with certain additional procedures as specified below for a period of no less than three (3) years from the Settlement Effective Date. During this period:

7.1.1. Pride Mobility Products Corporation or the Plan trustee shall retain an independent investment manager to manage the OIA and its investment. Any fees of the independent investment manager may be paid by the Plan as an administrative fee.

**8. ARTICLE 8 – RELEASES AND COVENANTS NOT TO SUE**

8.1. As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Section 2.1) and the Settlement Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties from the Released Claims, whether or not such Class Members have received or will receive a monetary benefit from the Settlement, whether or not such Class Members have actually received the Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved

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or allowed, and whether or not the Settlement Administrator concludes that they are eligible for a tax-qualified rollover from the Qualified Settlement Fund.

8.2. As of the Settlement Effective Date, the Settlement Class Members and the Plan (subject to Independent Fiduciary approval as required by Section 2.1) expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance agency or other department or commission), any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims against any Released Party, and that the foregoing covenants and agreements shall be a complete defense to any such claims or actions against any of the respective Released Parties. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement in accordance with the procedures set forth in this Settlement Agreement.

8.3. Class Counsel, the Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, had they been known, might have affected the decision to settle with the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Settlement Class Member and the Plan shall expressly, upon the entry of the Final Approval Order, 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 Released Claims.

8.4. Each Settlement Class Member and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Approval Order, the Settlement Class Members and Plan 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 Settlement Class Members and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Approval Order, that the Settlement Class Members and the Plan shall be conclusively deemed to, and by operation



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of the Final Approval Order shall 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.

8.5. The Settlement Class Members and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that each of the foregoing terms in this Article 8 were bargained for separately and are each a key element of the Settlement embodied in this Settlement Agreement.

8.6. Dismissal With Prejudice. The Class Action and all Released Claims shall be dismissed with prejudice.

**9. ARTICLE 9 – REPRESENTATIONS AND WARRANTIES**

9.1. Taxation. Plaintiffs acknowledge and agree that the Released Parties have no responsibility for any taxes due by Plaintiffs or the Plan or the Settlement Administrator from this Settlement, including on funds deposited in or distributed from the Qualified Settlement Fund. Plaintiffs further acknowledge and agree that any such tax payments, and any professional, administrative, or other expenses associated with such tax payments, shall be paid out of the Qualified Settlement Fund. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.

9.2. Cooperation. Defendants agree to provide good faith cooperation in providing information, to the extent they have any, necessary for identification of Class Members and contact information. Any fees charged by service providers to facilitate this or other information needed for the Settlement shall be paid from (or reimbursed from) the Qualified Settlement Fund

9.3. No Assignment. Class Representatives represent and warrant that they have not assigned or otherwise transferred any interest in any Released Claims against any Released Party and further covenant that they will not assign or otherwise transfer any interest in any Released Claims. Class Representatives further represent and warrant that they shall have no surviving claim or cause of action against any Released Party with respect to the Released Claims or that is in any way related to the Class Action.

9.4. The Settling Parties further represent and warrant as follows:

9.4.1. That they have diligently prepared the case; that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations under the auspices of the Mediator; that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel,

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concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Settling Party or by any Person representing any Settling Party to this Settlement Agreement.

9.4.2. That they assume the risk of mistake as to facts or law. Each Settling Party further recognizes that additional evidence may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement.

9.4.3. That they have carefully read the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each Person executing this Settlement Agreement on behalf of each of the Defendants and Class Representatives. The Settling Parties, and each of them, further represent and warrant to each other that he, she, they, or it has made such investigation of the facts pertaining to the Settlement, this Settlement Agreement, and all of the matters pertaining thereto, as he, she, they, or it deems necessary.

9.5. Signatories' Representations and Warranties. Each Person executing this Settlement Agreement on behalf of any other Person does hereby personally represent and warrant to the other Settling Parties that he, she, they, or it has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent.

9.6. Settling Parties' Reliance. The Settling Parties acknowledge that each other Settling Party is relying on these representations and warranties in entering into this Settlement Agreement:

**10. ARTICLE 10 – NO ADMISSION OF LIABILITY**

10.1. The Settling Parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding, admission, or suggestion of any wrongdoing or liability by any Defendants, or give rise to any inference of wrongdoing or admission of wrongdoing or liability in this or any other proceeding.

10.2. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Defendants specifically deny any such liability or wrongdoing and state that they are entering into this Settlement Agreement to eliminate the burden and expense

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of further litigation. Further, the Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Plan, themselves, and members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation such as the Class Action. Neither the fact nor the terms of this Settlement Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Approval Order.

10.3. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to *Federal Rule of Evidence* 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.

10.4. This Settlement Agreement and the payments made hereunder:

10.4.1. Do not constitute and shall not be deemed to constitute any liability, breach of fiduciary duty or any other violation or wrongdoing under ERISA, or wrongdoing of any other type or kind by any Defendant, or give rise to any inference of wrongdoing or liability under ERISA;

10.4.2. Do not constitute, and shall not be offered or received against or to the prejudice of any Defendant as evidence of, any presumption, concession, or admission by any Defendant with respect to the truth of any allegation by Plaintiffs or as alleged in the Class Action, or of any liability, breach of fiduciary duty or any other violation or wrongdoing under ERISA, damages, fault, omission, or wrongdoing of any Defendant; and

10.4.3. Shall not be offered by or received against or to the prejudice of any Defendant, in any other civil, criminal, or administrative lawsuit or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement.

**11. ARTICLE 11 – CONDITIONS TO FINALITY OF SETTLEMENT**

This Settlement shall be contingent upon each of the following conditions in this Article 11 being satisfied. The Settling Parties agree that if any of these conditions is not satisfied, then this Settlement Agreement is terminated (subject to Defendants' right to waive the conditions set forth in Section 11.3 and 11.5) and the Class Action will, for all purposes with respect to the Settling Parties, revert to its status as of the day immediately before the notice of settlement filed on December 5, 2024, at ECF Dkt. 30.

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11.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Settlement Class for settlement purposes (and Defendants will not object to this certification for settlement purposes), the Settlement shall have been approved by the Court, the Court shall have entered the Final Approval Order substantially in the form attached as Exhibit D hereto.

11.2. Finality of Settlement. The Settlement Effective Date shall have occurred.

11.3. Resolution of CAFA Objections (If Any). In the event that any of the government officials who received a CAFA Notice objects to and requests modification(s) to the Settlement, including if the United States Department of Labor threatens to commence an investigation or lawsuit, Class Representatives and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modification(s). In the event such objection(s) or requested modification(s) are not overcome, Defendants shall have the right to terminate the Settlement Agreement pursuant to Article 12, which may be waived.

11.4. Prior to the Final Fairness Hearing, another party has not filed a separate class action or action on behalf of the Plan that asserts Released Claims against the Released Parties.

11.5. Settlement Authorized by Independent Fiduciary. At least fourteen (14) calendar days before the Final Fairness Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement and given a release to all of the Released Parties in its capacity as fiduciary of the Plan for and on behalf of the Plan in accordance with PTE 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Settling Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Otherwise, Defendants shall have the option to waive this condition, in which case such option is to be exercised in writing within ten (10) business days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

**12. ARTICLE 12 – TERMINATION, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION**

12.1. The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

12.1.1. Under Section 2.1, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent

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Fiduciary's approval does not include the determinations required by the PTE 2003-39; and (b) 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; and (c) Defendants do not exercise their option to waive this condition as provided in Section 11.5;

12.1.2. The Preliminary Approval Order or the Final Approval Order is not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties.

12.1.3. The Settlement Class is not certified as defined herein or in a form which is otherwise agreed to by the Settling Parties;

12.1.4. This Settlement Agreement is disapproved by the Court or fails to become effective and the Settling Parties do not mutually agree to modify the Settlement Agreement in order to obtain the Court's approval or otherwise effectuate the Settlement; or

12.1.5. The Preliminary Order or Final Approval Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not mutually agree to any such modification.

12.2. If (i) the Court enters an order modifying the economic terms of this Settlement Agreement or materially modifying any term of the Preliminary Approval Order or the Final Approval Order, and (ii) within twenty (20) days after the date of any such ruling or within twenty (20) days after the date of the Court's order following a motion for reconsideration of any such ruling, whichever is later, the party detrimentally affected by the modification(s) declines to waive its objections to the modifications and the Settling Parties otherwise are not able to reach an agreement in light of the modifications, then this Settlement Agreement shall automatically terminate on the twentieth (20th) day after issuance of the order referenced herein.

12.3. If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement.

12.3.1. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants and/or Defendants' insurer within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.

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12.3.2. In any subsequent proceeding, the terms of this Settlement Agreement shall not constitute nor be construed as an admission by any Settling Party, nor be used against any Settling Party, in any manner, whether as evidence or argument.

12.4. It shall not be deemed a failure to approve the Settlement Agreement if the Court denies or modifies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs, and Administrative Expenses, or modifies any of the proposed orders relating to Attorneys' Fees and Costs, and Administrative Expenses.

**13. ARTICLE 13 – CONFIDENTIALITY OF THE SETTLEMENT  
NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED  
COMMUNICATIONS**

13.1. Except as set forth explicitly below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement, except that they may discuss such negotiations and statements with the Mediator, with Settlement Class Members, the Independent Fiduciary, and the Settling Parties' tax, legal, and regulatory advisors, provided in each case that they comply with this Article 13 in all other respects.

13.2. The Settlement Administrator, at the direction of Class Counsel, will establish a Settlement Website on which it will post the following documents or links to the following documents following the date of the Preliminary Approval Order: the Complaint, Settlement Agreement and its Exhibits, Settlement Notice and Rollover Form, Plaintiffs' Motion for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Compensation, any Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settling Parties.

13.3. On or before the date that the Settlement Notices are mailed, the Settlement Administrator also shall arrange for a toll-free telephone call center facility to be active during the period of time that the Settlement Website is active. The toll-free telephone call facility will employ an interactive voice response system ("IVR system") to answer calls, and will provide callers the option of speaking with a live operator if necessary.

13.4. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any statements, or take any other actions, to disparage, defame, sully, or compromise the goodwill, name, brand, or reputation of any Settling Party or their counsel.

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13.4.1. Defendants shall be free to make positive, accurate statements to Pride Mobility employees about why they are settling the case, including plans going forward for investing the assets of the ESOP other than the employer stock of Pride Mobility.

13.4.2. Class Counsel may state the grounds they assert support their motion for Preliminary Approval of the Settlement, motion for Final Approval of the Settlement, or their request for Attorneys' Fees and Costs, Administrative Expenses, or as necessary to provide notice to the Settlement Class.

13.4.3. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.

13.5. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not issue any press release regarding the Settlement, affirmatively contact any media sources regarding the Settlement, or respond to any request for comment on the Settlement by the media. Nothing in this section shall prevent Class Counsel from maintaining non-confidential non-disparaging information related to the Settlement on their websites, social media accounts (limited to providing links in LinkedIn bios to existing communications on the case), or firm resumés or biographies, nor shall this section prevent notice as otherwise agreed upon by the Settling Parties.

13.6. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until after the motion for preliminary approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless such disclosure is pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations, or order of the Court.

**14. ARTICLE 14 – GENERAL PROVISIONS**

14.1. Continuing Jurisdiction of the Court. The Settling Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of enforcing the Settlement Agreement, or for resolving any dispute that may arise regarding the Class Notice, the Final Approval Order, or any other matters relating thereto.

14.1.1. The Settling Parties agree to reasonably cooperate and act in good faith and in a timely manner to resolve any dispute that arises regarding the Settlement Agreement;

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14.1.2. If the Settling Parties are unable to resolve their dispute, the Mediator shall have the power to do so, subject to the limitation that this does not include the power to modify or change the terms of the Settlement Agreement.

14.2. The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to undertake all tasks as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing. The Settling Parties agree, without further consideration, and as part of finalizing the Settlement hereunder, that he, she, or it will, in good faith, execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement.

14.3. Only Class Counsel may seek enforcement of this Settlement Agreement on behalf of Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate that is not in contravention to this Settlement Agreement, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses from the Qualified Settlement Fund beyond the Attorneys' Fees and Costs determined by the Court.

14.4. This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Pennsylvania state law.

14.5. Any motion to enforce this Settlement Agreement—including by way of injunction—shall be filed in this Class Action.

14.6. Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.



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14.7. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

14.8. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit A – Notice of Class Action Settlement and Fairness Hearing; Exhibit B – Rollover Form; Exhibit C – Preliminary Approval Order; Exhibit D – Final Approval Order; Exhibit E – Form of CAFA Notice.

14.9. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

14.10. Principles of Interpretation. The following principles of interpretation apply to this Settlement Agreement:

14.10.1. Headings. Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Sections they caption.

14.10.2. Singular and Plural. Definitions apply to the singular and plural forms of each term defined.

14.10.3. Gender. Definitions apply to the masculine, feminine, non-binary, and neutral genders of each term defined.

14.10.4. Terms of Inclusion. Whenever the words “include,” “includes,” or “including” are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words “without limitation.”

14.11. Severability. The material provisions of this Settlement Agreement are not severable.

14.12. Survival. All of the covenants, representations, and warranties, express or implied, oral, or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No Party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement Effective Date.

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14.13. Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given 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 personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via e-mail:

**IF TO CLASS REPRESENTATIVES:**

Jennifer K. Lee  
Carl F. Engstrom  
ENGSTROM LEE LLC  
323 N. Washington Ave., Suite 200  
Minneapolis, MN 55401  
Telephone: (612) 305-8349  
Email: jlee@engstromlee.com  
Email: cengstrom@engstromlee.com

*Counsel for Class Representatives and  
the Proposed Class*

**IF TO DEFENDANTS:**

Joseph D. Burke  
BURKE VULLO REILLY ROBERTS  
1460 Wyoming Avenue  
Forty Fort, PA 18704  
Telephone: (570) 288-6441  
Email: jburke@bvrrlaw.com

Howard Shapiro  
Robert Rachal  
JACKSON LEWIS P.C.  
601 Poydras Street  
Suite 1400  
New Orleans, LA 70130  
Telephone: (504) 208-1755  
Email: howard.shapiro@jacksonlewis.com  
Email: robert.rachal@jacksonlewis.com

*Counsel for Defendants*

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Any Settling Party may change the address at which it is to receive notice by written notice delivered to the other Settling Parties in the manner described above.

14.14. Entire Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties. No representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits thereto. It specifically supersedes any settlement terms or settlement agreements relating to the Defendants that were previously agreed upon orally or in writing by any of the Settling Parties.

14.15. Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile, DocuSign or similar electronic signature service, or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.

14.16. Binding Effect. This Settlement Agreement binds and inures to the benefit of the Settling Parties hereto, their permitted assigns, heirs, administrators, executors, and successors.

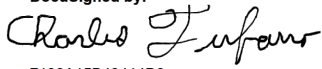


14.17. Destruction/Return of Confidential Information. The Settling Parties agree that the lists and information of Class Members are deemed Confidential, and that the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as Confidential. The Settlement Administrator, and Class Counsel and Class Representatives must agree to maintain the confidentiality of the information and data they acquire, and any further non-disclosure or security protocol required by the Settling Parties. The Settlement Administrator and Class Counsel and Class Representatives shall use the information and data acquired, including from the Plan's recordkeeper, solely for the purpose of implementing this Settlement, and for no other purpose, and that such information and data shall be destroyed when it is no longer needed for this purpose.

14.18. Retention of Privilege. Nothing in this Settlement Agreement, or the negotiations relating to it, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

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IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement on the dates set forth below.

**PLAINTIFFS**

<small>DocuSigned by:</small>  <small>7190A15B49414D0...</small>	2/4/2025
_____ Charles Tufano	_____ Date
<small>DocuSigned by:</small>  <small>D9442F8AB1A64DA...</small>	2/3/2025
_____ Richard Warren	_____ Date
<small>Signed by:</small>  <small>EEEE4D092C5D451...</small>	2/4/2025
_____ Dave Gunton	_____ Date

_____ /s/ Jennifer K. Lee	_____ 2/4/2025
_____ Jennifer K. Lee	_____ Date

Carl F. Engstrom  
**ENGSTROM LEE LLC**  
 323 N. Washington Ave, Suite 200  
 Minneapolis, MN 55401  
 Telephone: (612) 293-6184  
 Email: jlee@engstromlee.com  
 Email: cengstrom@engstromlee.com

***Counsel for Plaintiffs and the Proposed Class***

**DEFENDANTS**

_____ Scott Meuser CEO of Pride Mobility	_____ Date
--	---------------

_____ /s/ Joseph D. Burke Joseph D. Burke PA ID No. 41830 <b>BURKE VULLO REILLY ROBERTS</b> 1460 Wyoming Avenue Forty Fort, PA 18704 (570) 288-6441 Telephone (570) 288-4598 Facsimile jburke@bvrrlaw.com	_____ Date
--	---------------

*Tufano, et al. v. Pride Mobility, et al. Class Action Settlement Agreement*  
**FINAL FOR EXECUTION**

IN WITNESS WHEREOF, the Settling Parties have executed this Settlement Agreement on the dates set forth below.

**PLAINTIFFS**

\_\_\_\_\_  
Charles Tufano

\_\_\_\_\_  
Date

\_\_\_\_\_  
Richard Warren

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dave Gunton

\_\_\_\_\_  
Date

\_\_\_\_\_  
/s/ Jennifer K. Lee

\_\_\_\_\_  
2/4/2025

Jennifer K. Lee

\_\_\_\_\_  
Date

Carl F. Engstrom

**ENGSTROM LEE LLC**

323 N. Washington Ave, Suite 200

Minneapolis, MN 55401

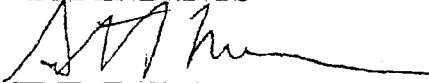
Telephone: (612) 293-6184

Email: [jlee@engstromlee.com](mailto:jlee@engstromlee.com)

Email: [cengstrom@engstromlee.com](mailto:cengstrom@engstromlee.com)

*Counsel for Plaintiffs and the Proposed Class*

**DEFENDANTS**

  
\_\_\_\_\_

\_\_\_\_\_  
2/4/2025

Scott Meuser

\_\_\_\_\_  
Date

CEO of Pride Mobility

\_\_\_\_\_  
/s/ Joseph D. Burke

\_\_\_\_\_  
2/4/2025

Joseph D. Burke

\_\_\_\_\_  
Date

PA ID No. 41830

**BURKE VULLO REILLY ROBERTS**

1460 Wyoming Avenue

Forty Fort, PA 18704

(570) 288-6441 Telephone

(570) 288-4598 Facsimile

[jburke@bvrrlaw.com](mailto:jburke@bvrrlaw.com)

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/s/ Howard Shapiro & Robert W. Rachal

2/4/2025

Howard Shapiro

Date

Robert W. Rachal

Charles F. Seemann, III

Ryan M. Tucker

**JACKSON LEWIS P.C.**

601 Poydras Street, Suite 1400

New Orleans, LA 70130

Telephone: (504) 208-1755

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Ryan.Tucker@jacksonlewis.com

Howard.Shapiro@jacksonlewis.com

*Counsel for Defendants*