Exhibit E

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

David Hall and Jennifer Knapp, on behalf of themselves and all others similarly situated, Plaintiffs, v. SEI Investments Company, SEI Investments Management Corporation, SEI Capital Accumulation Plan Administration Committee, and John Does 1-30, Defendants.	Case No. 2:25-cv-07341-JDW

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the "Settlement Agreement") is entered into between and among the Class Representatives, all Class Members, and Defendants.

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, 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:

1. ARTICLE 1 – RECITALS

1.1. On December 26, 2025, Plaintiffs David Hall and Jennifer Knapp, filed a Class Action Complaint (ECF No. 1) in the United States District Court for the Eastern District of Pennsylvania, asserting claims under the Employee Retirement Income Security Act ("ERISA"), in relation to the management of the SEI Capital Accumulation Plan (the "Plan").

1.2. Following a telephone conference with the Court on March 25, 2026, Plaintiffs filed an Amended Complaint on April 17, 2026 (ECF No. 22).

1.3. On May 7, 2026, the Court granted the Parties' request to stay the case pending a private mediation scheduled for August 5, 2026. (ECF No. 24).

1.4. In preparation for mediation, Defendants produced more than 1,200 pages of documents in response to informal requests by Class Counsel. The Parties also exchanged pre-mediation statements explaining their factual and legal positions in detail.

1.5. On August 5, 2026, the Parties engaged in mediation with a neutral mediator, Robert A. Meyer, Esq., and agreed to a settlement in principle. The Parties now memorialize the terms of the Settlement in this Settlement Agreement.

2. ARTICLE 2 – DEFINITIONS

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

2.1. "**Active Account**" means an individual investment account in the Plan with a balance greater than $0.00.

2.2. "**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 (including but not limited to the fees of the Plan's Recordkeeper to identify the names and mailing addresses and/or otherwise provide information to the Settlement Administrator); (b) related tax expenses (including taxes and tax expenses as described in Section 5.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation (including but not limited to fees of the Plan's Recordkeeper associated with implementing this Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation, and gathering the data necessary to prepare 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; 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 paid from the Gross Settlement Amount.

2.3. "**Alternate Payee**" means a Person other than a Current Participant, Former Participant, or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order ("QDRO").

2.4. "**Attorneys' Fees and Costs**" means the amount awarded by the Court as compensation for the services provided by Class Counsel. The amount of attorneys' fees for Class Counsel shall be recovered from the Gross Settlement Amount. 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, including the pre-litigation investigation period, which also shall be recovered from the Gross Settlement Amount.

2.5. "**Authorized Administrator**" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Plan.

2.6. "**Beneficiary**" means any individual, trust, estate, or other recipient entitled to receive a benefit under the Plan that is derivative of a deceased Current Participant's or Former Participant's interest in the Plan, other than an Alternate Payee.

2.7. "**CAFA**" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.

2.8. "**CAFA Notice**" means notice of this proposed Settlement to the appropriate federal and state officials pursuant to CAFA, to be issued by the Settlement Administrator.

2.9. "**Case Contribution Awards**" means the monetary amount awarded by the Court to each Class Representative in recognition of the Class Representative's assistance in the prosecution of this Class Action, for which Class Counsel may seek an amount not exceeding $5,000.00 per Class Representative payable from the Gross Settlement Amount. Any such Case Contribution Award shall be subject to the approval of the Court.

2.10. "**Class Action**" means *Hall, et al. v. SEI Investments Company, et al.*, No. 2:25-cv-07341-JDW, in the U.S. District Court for the Eastern District of Pennsylvania.

2.11. "**Class Counsel**" means Almeida Law Group LLC and Levin Sedran & Berman LLP.

2.12. "**Class Members**" means all individuals in the Settlement Class, including the Class Representatives.

2.13. "**Class Period**" means the period from January 1, 2020, through the date on which the Preliminary Approval Order is entered by the Court.

2.14. "**Class Representatives**" means David Hall and Jennifer Knapp.

2.15. "**Complaint**" means the Amended Complaint filed on April 17, 2026 (ECF No. 22).

2.16. "**Court**" means the U.S. District Court for the Eastern District of Pennsylvania.

2.17. "**Current Participant**" means a member of the Settlement Class who has an Active Account in the Plan as of the date of entry of the Preliminary Approval Order.

2.18. "**Defendants**" means all defendants named in the Complaint, including SEI Investments Company, SEI Investments Management Corporation, and the SEI Capital Accumulation Plan Administration Committee.

2.19. "**Defense Counsel**" means Morgan, Lewis & Bockius LLP.

2.20. "**Escrow Agent**" means the entity approved by the Settling Parties 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.

2.21. "**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001-1461.

2.22. "**Fairness Hearing**" means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement; (b) Class Counsel's request for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Case Contribution Awards; and (c) whether to finally approve the Settlement under Rule 23(e) of the Federal Rules of Civil Procedure. The Fairness Hearing may be conducted telephonically or by videoconference.

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

2.24. "**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.

2.25. "**Former Participant**" means a member of the Settlement Class who does not have an Active Account in the Plan as of the date of entry of the Preliminary Approval Order.

2.26. "**Former Participant Claim Form**" shall mean the form to be provided to Former Participants and returned to the Settlement Administrator by Former Participants and Beneficiaries, substantially in the form set forth in Exhibit A-1.

2.27. "**Gross Settlement Amount**" means the sum of two million, seven hundred fifty thousand dollars ($2,750,000.00), contributed to the Qualified Settlement Fund in

accordance with Article 5. Defendants shall pay this amount or cause this amount to be paid directly by their fiduciary liability insurer(s). The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Class Representatives, and Class Counsel made by or on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement. Neither Defendants nor their insurer(s) will make any additional payment in connection with the Settlement of the Class Action.

2.28. "**Independent Fiduciary**" means the independent fiduciary retained to approve the Settlement on behalf of the Plan, 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 3.1. Defendants will select the Independent Fiduciary and agree to notify Class Counsel of its selection at least seven (7) days before formally engaging the party selected as Independent Fiduciary.

2.29. "**Mediator**" means Robert A. Meyer, Esq.

2.30. "**Net Settlement Amount**" means the Gross Settlement Amount minus (a) all Attorneys' Fees and Costs paid to Class Counsel as authorized by the Court; (b) all Case Contribution Awards as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement

Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.

2.31. "**Person**" means an individual, partnership, corporation, governmental entity, or any other form of entity or organization.

2.32. "**Plaintiffs**" means the Class Representatives.

2.33. "**Plan**" means the SEI Capital Accumulation Plan.

2.34. "**Plan of Allocation**" means the method of allocating settlement funds to Class Members. A proposed form of the Plan of Allocation is attached as Exhibit B.

2.35. "**Preliminary Approval Order**" means the order of the Court in substantially the form attached as Exhibit C, whereby the Court preliminarily approves this Settlement.

2.36. "**QDRO**" means a Qualified Domestic Relations Order within the meaning of 26 U.S.C. § 414(p).

2.37. "**Qualified Settlement Fund**" means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Article 5 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).

2.38. "**Recordkeeper**" means the entity that maintains electronic records of the Plan's participants and their individual accounts.

2.39. "**Released Claims**" means any and all 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, 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:

2.39.1. That were asserted or could have been asserted in the Class Action, or 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; or

2.39.2. That arise out of, relate to, or are based on, (a) the overall structure, management, or monitoring of the Plan's investment menu, (b) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan's investment options and service providers, (c) fees, costs, or expenses charged to, paid, or reimbursed by the Plan, (d) disclosures or failures to disclose information regarding the Plan's investment options or service providers, (e) the services provided to the Plan or the costs of those services, (f) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA, and/or (g) any assertions with respect to any fiduciaries of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; or

2.39.3. That would be barred by *res judicata* based on entry of the Final Approval Order; or

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

2.39.5. That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

2.39.6. The Class Representatives, 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 Code, which provides that 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," and any similar state, federal or other law, rule or regulation or principle of common law of any domestic governmental entity.

2.40. "**Released Parties**" means (a) Defendants; (b) Defendants' insurers, co-insurers, and reinsurers; (c) Defendants' direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, Successors-In-Interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, or heirs (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants' past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) the Plan and

the Plan's current and past fiduciaries, committees, subcommittees, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers, and parties-in-interest; and (e) Defendants' independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, employee benefit plan committees and subcommittees, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

2.41. "**Representatives**" shall mean representatives, attorneys, agents, directors, officers, or employees.

2.42. "**Review Proceeding**" shall have the meaning set forth in Section 2.23.

2.43. "**Settlement**" means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to Section 16.13.

2.44. "**Settlement Administrator**" means Kroll Settlement Administration LLC, the entity selected and retained by Class Counsel and subject to approval by Defense Counsel. The Settlement Administrator shall be responsible for administering the Settlement and Plan of Allocation, including preparing and disseminating the CAFA Notices, sending the Settlement Notices to the Class Members, and

establishing the Settlement Website and telephone support line, among other responsibilities.

2.45. "**Settlement Agreement**" means this agreement embodying the terms of the Settlement, including any modifications or amendments hereto.

2.46. "**Settlement Agreement Execution Date**" means the date on which the final signature is applied to this Settlement Agreement.

2.47. "**Settlement Class**" means all persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries.

2.48. "**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 Article 13.

2.49. "**Settlement Notice**" means the Notice of Class Action Settlement and 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 Fairness Hearing to be held with 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 an

award of Attorneys' Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representatives' Case Contribution Awards.

2.50. "**Settlement Website**" means the internet website established in accordance with Section 14.2.

2.51. "**Settling Parties**" means the Defendants and the Class Representatives, on behalf of themselves, the Plan, and each of the Class Members.

2.52. "**Successor-In-Interest**" shall mean a Person or Person's estate, legal representatives, heirs, successors, or assigns, including successors or assigns that result from corporate mergers or other structural changes.

2.53. "**Transferor**" means SEI Investments Company as the "transferor" within the meaning of Treas. Reg. § 1.468B-1(d)(1).

3. ARTICLE 3 – REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY SETTLEMENT APPROVAL, AND NOTICE TO THE CLASS

3.1. Independent Fiduciary. The Independent Fiduciary, retained by Defendants on behalf of the Plan, shall have the following responsibilities, including determining whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

3.1.1. 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.

3.1.2. 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 thirty (30) calendar days before the Fairness Hearing.

3.1.3. All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement, will constitute Administrative Expenses to be paid by and deducted from the Gross Settlement Amount.

3.1.4. Defendants, Defense Counsel, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so the Independent Fiduciary can review and evaluate the Settlement Agreement.

3.1.5. If Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary within twenty-one (21) calendar days of receipt of the determination and provide notice to Class Counsel and provide an opportunity to meet and confer.

3.1.6. 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.

3.2. Preliminary Approval. As soon as reasonably possible upon the full execution of this Settlement Agreement by the Settling Parties, the Class Representatives, through Class Counsel, shall file with the Court motions seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit C. Class Counsel shall provide drafts to Defense Counsel at least five days in advance of filing for their

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

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

3.2.2. Approve the text of the Settlement Notice for mailing or sending by electronic means to Class Members;

3.2.3. 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 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;

3.2.4. Cause the Settlement Administrator to send—within thirty (30) calendar days after the entry of the Preliminary Approval Order, and by email first and then, if necessary, first-class mail—the Settlement Notice and Former Participant Claim Form (as applicable) to each Class Member identified by the Settlement Administrator based upon the data provided by the Plan's Recordkeeper;

3.2.5. Provide that the Former Participant Claim Form must be returned to the Settlement Administrator within one hundred and twenty (120) calendar days of entry of the Preliminary Approval by all Former Participants, and Beneficiaries or Alternate Payees who do not have Active Accounts as of the date of entry of the Preliminary Approval Order, who wish to receive the benefits of this Settlement;

3.2.6. Provide that, pending final determination of whether the Settlement Agreement should be approved, no 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;

3.2.7. Set the Fairness Hearing for no sooner than one hundred forty (140) calendar days after the date the motion for entry of the Preliminary Approval Order is filed, 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, Class Representatives' Case Contribution Awards, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;

3.2.8. 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 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 thirty (30) calendar days prior to the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate at least fifteen (15) calendar days before the Fairness Hearing;

3.2.9. Provide that any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing;

3.2.10. Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court; and

3.2.11. Approve the form of the CAFA Notice and order that upon the Settlement Administrator's mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.

3.3. Settlement Administrator. Defendants and Defense Counsel shall respond timely to reasonable written requests, including by e-mail, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. Defendants and Defense Counsel shall use reasonable efforts to produce such data or other information to the Settlement Administrator within thirty days of the request. The actual and reasonable expenses of any third party, including the Plan's Recordkeeper, that are necessary to perform such work shall be Administrative Expenses to be deducted from the Gross Settlement Amount.

3.3.1. The Settlement Administrator must agree to be bound by any non-disclosure or security protocol required by the Settling Parties.

3.3.2. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely and for no other purpose than meeting its obligations as Settlement Administrator.

3.3.3. 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 to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

3.4. 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 to each Class Member identified by the Settlement Administrator a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibit A or a form subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time.

3.5. CAFA Notice. The Settlement Administrator shall, within ten (10) calendar days of the filing of the motion for preliminary approval of the Settlement, have prepared and provided CAFA Notices to the Attorney General of the United States, the Secretary of the Department of Labor, and the Attorneys General of all states in which Class Members reside, as specified by 28 U.S.C. § 1715. The Settlement Administrator shall provide the Settling Parties with notice in writing upon completion of the provision of the CAFA Notices to the above-referenced persons.

4. ARTICLE 4 – FINAL SETTLEMENT APPROVAL

4.1. No later than forty-five (45) calendar days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order 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. 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 and the Plan's governing documents:

4.1.1. Approval of the Settlement of the release 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;

4.1.2. A determination 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 Fairness Hearing and the rights of all Class Members has been provided;

4.1.3. 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;

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

4.1.5. That each Class Member shall release the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses 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 expenses;

4.1.6. That the provisions of Sections 4.1.4 and 4.1.5 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 whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

4.1.7. That all applicable CAFA requirements have been satisfied;

4.1.8. That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court;

4.1.9. That, with respect to any matters that arise concerning the implementation of distributions to Class Members who are current participants in the Plan (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan's administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan; and

4.1.10. That within twenty-one (21) 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 or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

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

5. ARTICLE 5 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

5.1. No later than ten (10) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish the Qualified Settlement Fund with the Escrow Agent. The Settling Parties agree that the Qualified Settlement Fund is intended to be, and will be, an interest-bearing "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 5.1. If applicable, the Settlement Administrator (as the "administrator" pursuant to Section 5.2) and the Transferor shall fully cooperate in filing the "relation-back election" (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the Qualified Settlement Fund as coming into existence as a "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1 as of the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to be timely made.

5.2. The "administrator" within the meaning of Treas. Reg. § 1.468B-2(k)(3) shall be the Settlement Administrator. The Settlement Administrator shall timely and properly cause to be filed on behalf of the Qualified Settlement Fund all informational and other tax returns required to be filed in accordance with Treas. Reg. §§ 1.468B-2(k) and -2(l) with respect to the Gross Settlement Amount

(including, without limitation, applying for a taxpayer identification number for the Qualified Settlement Fund pursuant to Internal Revenue Service Form SS-4 and in accordance with Treas. Reg. § 1.468B-2(k)(4)). Such returns as well as any election described in Section 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be deducted and paid from the Gross Settlement Amount as provided in Section 5.3.

5.3. Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any taxes that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a "qualified settlement fund" within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Settlement Administrator out of the Gross Settlement Amount without prior order from the Court. The Settlement Administrator shall ensure compliance with withholding and reporting requirements in accordance with Treas. Reg. § 1.468B-2(l) and shall be obligated

(notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses; neither the Released Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Administrator, Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.

5.4. Within thirty (30) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the Qualified Settlement Fund is established and the Settlement Administrator (or Class Counsel) has furnished to Defendants and/or Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary wiring instructions, then the Transferor and/or Defendants' insurer(s) shall deposit $100,000 into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount.

5.5. Within twenty-one (21) calendar days after the Settlement Effective Date, the Transferor and/or Defendants' insurer(s) shall deposit the remainder of the Gross Settlement Amount, which is $2,650,000, into the Qualified Settlement Fund.

5.6. The Settlement Administrator shall, at the written direction of Class Counsel, cause the Escrow Agent to invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an agency thereof, or fully insured by the United States Government or an agency thereof, and shall cause the Escrow

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

5.7. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion thereof from the Qualified Settlement Fund except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

5.8. The Settlement Administrator shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. The Released Parties, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.

5.9. No later than February 15 of the year following the calendar year in which the Transferor and/or Defendants' insurer(s) makes any transfer of the Gross Settlement Amount, or any other amount, to the Qualified Settlement Fund on behalf of the Transferor pursuant to the terms of this Article 5, the Transferor shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to its federal income

tax return filed for the taxable year in which the Transferor and/or Defendants' insurer(s) makes a transfer on its behalf to the Qualified Settlement Fund.

6. PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

6.1. Disbursements from Qualified Settlement Fund prior to Settlement Effective Date. Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:

6.1.1. Settlement Notice Expenses. After entry of the Preliminary Approval Order, the Escrow Agent shall be directed in writing to disburse from the Qualified Settlement Fund an amount sufficient for the payment of costs of the Settlement Notice. Class Counsel will select a Settlement Administrator to assist with Class Notice and administration of the Settlement, subject to the agreement of Defendants, which agreement shall not unreasonably be withheld. The Settlement Administrator shall enter into a confidentiality agreement and information security agreement to adequately protect information provided to the Settlement Administrator relating to the Settlement. Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Qualified Settlement Fund. Neither Defendants nor Defense Counsel are responsible for the Settlement Administrator's work, nor may they be held liable for any act or omission by the Settlement Administrator.

6.1.2. For taxes and expenses of the Qualified Settlement Fund as provided in Section 5.3.

6.1.3. For fees and expenses of the Independent Fiduciary. The Escrow Agent shall be directed to disburse money from the Qualified Settlement Fund to pay the reasonable fees and expenses of the Independent Fiduciary (which shall include any attorneys' fees of the Independent Fiduciary) retained pursuant to Article 3.1.

6.1.4. For all fees and expenses incurred by the Plan's Recordkeeper in administering the settlement.

6.1.5. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement.

6.1.6. To the extent the Transferor and/or Defendants' insurer(s) pay any costs, fees or expenses associated with the Settlement, including to the Independent Fiduciary, before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse the Transferor and/or Defendants' insurer(s) for such amounts.

6.2. Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 5.5, Class Counsel shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:

6.2.1. For Attorneys' Fees and Costs, as approved by the Court, and no later than five (5) business days following the payment of the second installment of the Gross Settlement Amount as set forth in Section 5.5.

6.2.2. For Class Representatives' Case Contribution Awards, as approved by the Court, and no later than five (5) business days following the payment of the second installment of the Gross Settlement Amount as set forth in Section 5.5.

6.2.3. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement that were not previously paid.

6.2.4. For reasonable costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement that were not previously paid. To the extent that Defendants are responsible for paying these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.

6.2.5. The Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

6.3. Implementation of the Plan of Allocation. Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached as Exhibit B, which shall provide for the calculation, allocation, and distribution of the Net Settlement Amount. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation. Upon the Settlement Effective Date, and after the amounts payable pursuant to Sections 6.1 and 6.2 have been disbursed, or, in the case of future estimated expenses set aside and withheld, Class Counsel shall direct the Escrow Agent to disburse the Net Settlement Amount as provided by this Settlement Agreement and the Plan of Allocation. The Recordkeeper or any other entity with appropriate authority under the Plan (an Authorized Administrator) shall

allocate to the Plan's accounts of Class Members who are not Former Participants any Net Settlement Amount as calculated by the Settlement Administrator according to the Plan of Allocation, documentation of which Class Counsel shall direct the Settlement Administrator to provide to the Authorized Administrator pursuant to the Plan of Allocation no later than the distribution of the Net Settlement Amount. The Settlement Administrator shall promptly notify Class Counsel as to the date(s) and amounts(s) of said allocation(s) made to Class Members who are not Former Participants. The Settlement Administrator shall be responsible for distributing the Net Settlement Amount allocated to the Former Participants as provided by the Plan of Allocation, as well as complying with all tax laws, rules, and regulations and withholding obligations with respect to Former Participants. Defendants shall have no liability related to the structure or taxability of such payments. Nothing herein shall constitute approval or disapproval of the Plan of Allocation by Defendants, and Defendants shall have no responsibility or liability for the Plan of Allocation and shall take no position for or against the Plan of Allocation.

6.4. The Parties intend that the Net Settlement Amount distributed pursuant to the Plan of Allocation shall constitute "restorative payments" within the meaning of Revenue Ruling 2002-45 for all purposes.

6.5. Final List of Class Members. Prior to the disbursement of the Net Settlement Amount to the Plan, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members, in electronic format, to whom the

Net Settlement Amount will be distributed in accordance with the Plan of Allocation.

6.6. After the distribution of the Net Settlement Amount and allocation of the Net Settlement Amount pursuant to the Plan of Allocation, amounts allocable to Class Members who cannot be located or otherwise cannot receive their Settlement payment shall revert to the Qualified Settlement Fund. Any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs, taxes, and interest earned on the Qualified Settlement Fund, shall be deposited into the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants.

7. ARTICLE 7 – ATTORNEYS' FEES AND EXPENSES

7.1. Application for Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards. Class Counsel intends to seek to recover their attorneys' fees not to exceed 35% of the Gross Settlement Amount, and litigation costs and expenses advanced and carried by Class Counsel for the duration of the Class Action, which shall be recovered from the Gross Settlement Amount. Class Counsel also intends to seek Class Representatives' Case Contribution Awards, in an amount not to exceed $5,000.00 for each Class Representative, which shall be recovered from the Gross Settlement Amount.

7.2. Class Counsel will file a motion for an award of Attorneys' Fees and Costs no later than 45 calendar days before the date of the Fairness Hearing specified in the Preliminary Approval Order.

8. ARTICLE 8 – RELEASE AND COVENANT NOT TO SUE

8.1. As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Section 3.1), Class Representatives, and 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 or read 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 or allowed.

8.2. As of the Settlement Effective Date, the Class Representatives, the Class Members, and the Plan (subject to Independent Fiduciary approval as required by Section 3.1) 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 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. 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 Representatives, 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 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. The Class Representatives, Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

8.4. Each Class Representative, each 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 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 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 Class Representatives, Class Members, and the Plan shall, upon entry of the Final Approval Order with respect to the Released Claims, 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. Dismissal With Prejudice. The Class Action and all Released Claims shall be dismissed with prejudice.

8.6. No Impact on Prior Releases. The Released Claims in the Class Action shall not invalidate or impair any prior release of claims by any Class Members against any of the Released Parties.

9. ARTICLE 9 – COVENANTS

The Settling Parties covenant and agree as follows:

9.1. Taxation. Plaintiffs acknowledge that the Released Parties have no responsibility for any taxes due on funds deposited in or distributed from the Qualified Settlement Fund or that the Plaintiffs or Class Counsel receive from the Gross Settlement Amount. Plaintiffs further acknowledge 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 shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to identify Class Members and to implement the Plan of Allocation.

9.2.1. Defendants or Defense Counsel shall work with the Recordkeeper to provide to the Settlement Administrator and/or Class Counsel data regarding Class Members as of the most recent quarter-end available on the Recordkeeper's system (including names, dates of birth, the final four digits of social security numbers, employee identification numbers, dates of employment, last known primary address, contact information, Beneficiary and Alternate Payee information (as applicable), and end-of-quarter account balances throughout the Class Period), for purposes of effecting the administration of the Plan of Allocation. Neither Plaintiffs, Class Counsel, Defendants, or Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this section.

9.2.2. The Settlement Administrator shall use the information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to Section 9.2.1 to compile a preliminary list of Class Members for purposes of sending the Class Notice and calculating payments pursuant to the Plan of Allocation.

9.2.3. Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to Section 9.2.1 solely and for no other purpose than providing notice and

administering this Settlement and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.

9.3. The Settling Parties shall reasonably cooperate with each other to effectuate this Settlement, including with respect to the Plan of Allocation, and shall not do anything or take any position inconsistent with obtaining a prompt Final Approval Order approving the Settlement unless expressly permitted by this Settlement Agreement. The Settling Parties shall suspend any and all efforts to prosecute and to defend the Class Action pending entry of the Final Approval Order or, if earlier, termination of the Settlement Agreement.

10. ARTICLE 10 – REPRESENTATION AND WARRANTIES

10.1. Settling Parties' Representations and Warranties. The Settling Parties, and each of them, represent and warrant as follows, and each Settling Party acknowledges that each other Settling Party is relying on these representations and warranties in entering into this Settlement Agreement:

10.1.1. That they have diligently prepared the case pursuant to the Court's orders; 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, 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. Each Settling Party assumes 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.

10.1.2. 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 Settling Parties. 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.

10.2. 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.

11. ARTICLE 11 – NO ADMISSION OF LIABILITY

11.1. 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.

11.2. 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 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.

12. ARTICLE 12 – CONDITIONS TO FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 12 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 condition set forth in Section 12.4) and the Class Action will, for all purposes with respect to the Settling Parties, revert to its status as of the Settlement Agreement Execution Date. In such event, Defendants will

not be deemed to have consented to the class certification order referenced in Section 12.1, the agreements and stipulations in this Settlement Agreement concerning class definition or class certification shall not be used as evidence or argument to support a motion for class certification, and Defendants will retain all rights with respect to challenging class certification.

12.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Settlement Class for settlement purposes only (and Defendants will not object to this certification for settlement purposes only), the Settlement shall have been approved by the Court, the Court shall have entered the Final Approval Order in a form which is otherwise agreed to by the Settling Parties, and the Settlement Effective Date shall have occurred.

12.2. Finality of Settlement. The Settlement shall have become Final.

12.3. Resolution of CAFA Objections (If Any). In the event that any government official who received a CAFA Notice objects to and requests modification(s) to the Settlement, Class Representatives and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modification(s).

12.4. Settlement Authorized by Independent Fiduciary. At least thirty (30) calendar days before the Fairness Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement and given a release to all 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.

13. ARTICLE 13 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

13.1.1. Under Section 3.1, (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 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 12.4;

13.1.2. 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;

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

13.1.4. 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

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

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

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

14. ARTICLE 14 – CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

14.1. 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 the negotiations with the Class Members, the Independent Fiduciary, and the Settling Parties' auditors, tax, legal, and regulatory advisors, provided in each case that they comply with this Article 14 in all other respects.

14.2. 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, Former Participant Claim Form, Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards, 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 Settlement Parties. The Settlement Administrator will take down the Settlement Website no later than ninety (90) days after it sends notice to Class Counsel and Defense Counsel that it has completed all aspects of the Plan of Allocation.

14.3. Class Representatives and Class Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Class Action or the Settlement that disparages any Released Party; provided, however, that this prohibition does not preclude Class Counsel from restating the allegations made in the Complaint for purposes of the motion for preliminary approval of the Settlement, motion for final approval of the Settlement, or the request for Attorney's Fees and Costs, Administrative Expenses, and Class Representatives' Case Contribution Awards, or as necessary to provide notice to the Settlement

Class. 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.

14.4. Class Representatives and Class Counsel agree that they will not issue any press release regarding the Settlement, advertise the Settlement, or affirmatively contact any media sources regarding the Settlement. Nothing in this section shall prevent Class Counsel from maintaining non-confidential information related to the Settlement on their websites or firm resumés or biographies, nor shall this section prevent notice as otherwise agreed upon by the Settling Parties.

14.5. Class Representatives and Class 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.

15. ARTICLE 15 – ADDITIONAL TERMS

15.1. As further consideration for this Settlement, Defendants agree to conduct a request for proposal ("RFP"), within nine months of the Settlement Effective Date, for an unaffiliated "investment manager" as defined in ERISA § 3(38), 29 U.S.C. § 1002(38), to assume fiduciary authority and discretion with respect to the Plan's investment options (other than the SEI Company Stock Fund and the current brokerage account option), including with the authority and discretion to remove any Plan investment options as the investment manager deems prudent. As

necessary, Defendants will undertake reasonable efforts to make all necessary amendments to the Plan, service provider contracts, and/or other Plan-related materials to effectuate and implement such an engagement.

16. ARTICLE 16 – GENERAL PROVISIONS

16.1. 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.

16.2. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding.

16.3. Defendants and the Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. 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.

16.4. Defendants deny all allegations of wrongdoing. Defendants believe that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA, including ERISA's fiduciary duty and prohibited transaction provisions.

16.5. Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability, absent instances of fraud or willful misconduct 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 Gross Settlement Amount or otherwise; (b) the determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns . Further, neither Defendants nor Defense Counsel shall have any responsibility for, or liability whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.

16.6. The Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including but not limited to the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.

16.7. The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and Plaintiffs will provide no tax advice to Class Members and make no representation regarding the tax consequences of any of the payments described in the Settlement Agreement. To the extent that any portion of any Settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.

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

16.9. Only Class Counsel may seek enforcement of this Settlement Agreement on behalf of Plaintiffs and 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, 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 without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.

16.10. 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 law.

16.11. 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 resolving any disputes between the Settling Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—shall be filed in the U.S. District Court for the Eastern District of Pennsylvania or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.

16.12. Each party to this Settlement Agreement hereby acknowledges that he, she, they, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, their, or its counsel.

16.13. 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.

16.14. 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 or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

16.15. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that 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 of this Settlement Agreement.

16.16. 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 A-1 – Former Participant Claim Form; Exhibit B – Plan of Allocation; Exhibit C – Preliminary Approval Order.

16.17. 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.

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

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

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

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

16.18.4. References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided herein.

16.18.5. 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 "without limitation."

16.19. 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.

16.20. 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:

Matthew J. Langley
Christopher M. Nienhaus
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, IL 60614
Tel: (773) 554-9354
matt@almeidalawgroup.com
chris@almeidalawgroup.com

IF TO DEFENDANTS:

Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS, LLP
2222 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5258
jeremy.blumenfeld@morganlewis.com

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.

16.21. Entire Agreement. This Settlement Agreement and the attached exhibits 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 in this Settlement Agreement and its exhibits. 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.

16.22. Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile 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.

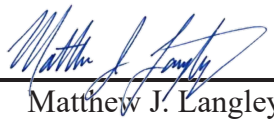
16.23. Binding Effect. This Settlement Agreement binds and inures to the benefit of the Settling Parties hereto, their assigns, heirs, administrators, executors, and successors.

16.24. Destruction/Return of Confidential Information. Within thirty (30) days after the Final Approval Order, Class Representatives and Class Counsel shall make reasonable efforts to either return or destroy all documents or other materials produced or designated as Confidential. Class Counsel shall certify to Defendants that all such materials have been destroyed to the extent practicable. The Settling Parties agree that the preliminary and final lists of Class Members are deemed Confidential, and the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as Confidential.

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

Date: October 28, 2026

On Behalf of Plaintiffs, Individually and as Representatives of the Settlement Class:



Matthew J. Langley (*pro hac vice*)
Christopher M. Nienhaus (*pro hac vice*)
ALMEIDA LAW GROUP LLC
849 W. Webster Avenue
Chicago, IL 60614
Tel: (312) 576-3024
matt@almeidalawgroup.com
chris@almeidalawgroup.com

Austin B. Cohen
Charles E. Schaffer
LEVIN SEDRAN & BERMAN LLP
510 Walnut Street, Suite 500
Philadelphia, PA 19106
Tel: (215) 592-1500
acohen@lfsblaw.com
cschaffer@lfsblaw.com

Counsel for Plaintiffs, the Plan, and the Settlement Class



David Hall
Plaintiff & proposed Class Representative



Jennifer Knapp
Plaintiff & proposed Class Representative

Date: October 28, 2026

On Behalf of Defendants SEI Investments Company, SEI Investments Management Corporation, and SEI Capital Accumulation Plan Administration Committee



Jeremy P. Blumenfeld

Jeremy P. Blumenfeld
C. Praise Oh
MORGAN, LEWIS & BOCKIUS, LLP
2222 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5000
Fax: (215) 963-5001
jeremy.blumenfeld@morganlewis.com
praise.oh@morganlewis.com

Matthew A. Russell (pro hac vice)
MORGAN, LEWIS & BOCKIUS, LLP
110 North Wacker Drive, Suite 2800
Chicago, IL 60606
Tel: (312) 324-1000
Fax: (312) 324-1001
matthew.russell@morganlewis.com

Mathew J. McKenna (*pro hac vice*)
MORGAN, LEWIS & BOCKIUS, LLP
One Federal Street
Boston, MA 02110
Tel: (617) 341-7700
Fax: (617) 341-7701
mathew.mckenna@morganlewis.com

Counsel for Defendants

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

David Hall and Jennifer Knapp, on behalf of themselves and all others similarly situated, Plaintiffs, v. SEI Investments Company, SEI Investments Management Corporation, SEI Capital Accumulation Plan Administration Committee, and John Does 1-30, Defendants.	Case No. 2:25-cv-07341-JDW

NOTICE OF PENDENCY OF CLASS ACTION AND PROPOSED SETTLEMENT

IF YOU WERE A PARTICIPANT IN THE SEI CAPITAL ACCUMULATION PLAN BETWEEN JANUARY 1, 2020, AND [INSERT PRELIMINARY APPROVAL DATE], YOU COULD RECEIVE A PAYMENT AND YOUR LEGAL RIGHTS WILL BE AFFECTED BY THIS CLASS ACTION SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

This Notice advises you of the settlement (the "Settlement") of a lawsuit against SEI Investments Company, SEI Investments Management Corporation, and the SEI Capital Accumulation Plan Administration Committee (collectively, "Defendants").

In the lawsuit, Plaintiffs David Hall and Jennifer Knapp ("Plaintiffs," and with Defendants, the "Parties"), allege that Defendants violated the Employee Retirement Income Security Act of 1974 ("ERISA") in the administration of the SEI Capital Accumulation Plan (the "Plan" or "SEI Plan"). Defendants deny the allegations and deny that they engaged in any improper conduct.

YOU SHOULD READ THIS ENTIRE NOTICE CAREFULLY BECAUSE YOUR LEGAL RIGHTS WILL BE AFFECTED, WHETHER YOU ACT OR NOT.

Your rights and options, and the deadline for you to object if you are opposed to the Settlement, are explained in this Notice.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. Why did I get this Notice? 1
2. What is this lawsuit about? 1
3. What is a class action lawsuit? 1
4. Why is there a settlement? 1
5. How do I get more information about the Settlement? 2
6. Who will administer the Settlement? 2

THE SETTLEMENT DETAILS – WHAT THE SETTLEMENT PROVIDES

7. What does the Settlement provide? 2
8. How may I benefit from the Settlement? 2
9. How do I submit a claim for a Settlement Payment? 3
10. What are the Plaintiffs receiving from the Settlement? 3

THE SETTLEMENT DETAILS – WHAT YOU GIVE UP

11. What do I give up by participating in the Settlement? 4

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case? 4
13. How will the lawyers (Class Counsel) be paid? 4

OPTING OUT OF THE SETTLEMENT

14. Can I exclude myself from the Settlement Class? 4

OBJECTING TO THE SETTLEMENT

15. What does it mean to object? 4
16. What is the procedure for objecting to the Settlement, including any objection to Class Counsel's Motion for Attorneys' Fees and Expenses or Case Contribution Awards? 5

THE COURT'S FAIRNESS HEARING

17. When/where will the Court decide whether to approve the Settlement? 6
18. Do I have to attend the Fairness Hearing? 6
19. May I speak at the Fairness Hearing? 6

IF YOU DO NOTHING

20. What happens if I do nothing at all? 7

1. Why did I get this Notice?

Records indicate that you are or may be a Current Participant, Former Participant, or Beneficiary or Alternate Payee of a Participant or Former Participant, of the Plan at any time on or after January 1, 2020, through and including [INSERT PRELIMINARY APPROVAL DATE] (the "Class Period").[1]

The Settlement Class consists of all persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan during the Class Period and any Alternate Payee of a Person subject to a Qualified Domestic Relations Order ("QDRO") who participated in the Plan during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries.

You are receiving this Notice because you have a right to know about the proposed settlement of a class action lawsuit in which you are potentially a Class Member before the Court decides whether to approve the Settlement.

This Notice summarizes the lawsuit, the Settlement, your legal rights, what benefits are available, who is eligible to receive them, and how to get them (including the applicable deadlines).

The lawsuit is pending in the United States District Court for the Eastern District of Pennsylvania (the "Court"). It is known as *Hall, et al. v. SEI Investments Company, et al.*, Case No. 2:25-cv-07341-JDW, and it is brought against Defendants.

2. What is this lawsuit about?

On December 26, 2025, Plaintiffs filed a class action complaint against Defendants, alleging that their administration of the Plan violated ERISA, including by causing the Plan to offer certain investment options that Plaintiffs claimed were underperforming and imprudent. Since the filing of the action, the parties engaged in litigation, including investigating the claims and other developments, conferring and exchanging pre-briefing letters in advance of a motion to dismiss, and exchanging Plan-related documents. In August 2026, the Parties mediated the action and were ultimately able to reach the terms of the Settlement explained in this Notice.

Defendants have denied and continue to deny any wrongdoing or liability and will continue to vigorously defend the lawsuit if the proposed Settlement is not approved. Defendants are settling this case to avoid the expense, inconvenience, and inherent risk and disruption of litigation.

3. What is a class action lawsuit?

In a class action lawsuit, one or more people called "class representatives" sue on their own behalf and on behalf of other people who they allege have similar claims. If the class is certified by the court, then one court resolves all the issues for all class members in a single lawsuit.

[1]Capitalized terms not otherwise defined in this Notice shall have the same meaning as in the Settlement Agreement, which is available at [*INSERT SETTLEMENT WEBSITE LINK*].

Plaintiffs are the proposed class representatives in this lawsuit, and are sometimes referred to in this Notice as the "Class Representatives" or as "Plaintiffs."

4. Why is there a settlement?

The Parties agreed to the Settlement after extensive negotiations and a mediation with an experienced, neutral third-party mediator. By agreeing to a settlement, the Parties avoid the costs and risks of further litigation, and Plaintiffs and the other members of the Class will receive compensation. Class Counsel have conducted an extensive review of the evidence in the case and the potential risks and benefits of continued litigation. Plaintiffs and Class Counsel agree that the Settlement is in the best interest of the Settlement Class. The Court has not made any finding that Defendants have done anything wrong or violated any law or regulation.

5. How do I get more information about the Settlement?

This Notice summarizes the proposed settlement. For the precise terms and conditions of the Settlement, please see the Settlement Agreement, which is available at [*insert settlement website*], by contacting Class Counsel (see answer to question 12 for contact information) or the Settlement Administrator (see answer to question 6 for contact information), or by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at https://ecf.paed.uscourts.gov.

PLEASE DO NOT CALL THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

6. Who will administer the Settlement?

The Settlement Administrator, Kroll Settlement Administration LLC, will administer the Settlement, including the processing of the Former Participant Claim Form, if applicable, that you may need to fill out and send in to receive any settlement payment. You may contact the Settlement Administrator by: (a) sending a letter to [*insert title, contact, and mailing address*]; (b) sending an e-mail to [*insert appropriate email address*]; (c) visiting the Settlement website at [*insert website link*], or (d) calling toll-free at [*insert appropriate phone no.*].

THE SETTLEMENT DETAILS – WHAT THE SETTLEMENT PROVIDES

7. What does the Settlement provide?

Defendants have agreed to pay a total of $2,750,000.00 into a Qualified Settlement Fund, which includes amounts for expenses associated with administering the Settlement and other related costs ("Gross Settlement Amount"). Class Counsel intends to ask the Court to approve attorneys' fees of up to 35% of the Gross Settlement Amount ($962,500), plus reimbursement of litigation costs and expenses, as well as Case Contribution Awards not to exceed $5,000 for each Class Representative. The amount that will be available for distribution to Class Members ("Net Settlement Amount") will be the Gross Settlement Amount minus Court-approved attorneys' fees and litigation costs and expenses, Court-approved Case Contribution Awards,

Administrative Expenses (including applicable taxes and tax-related costs), and a contingency reserve established under the Settlement Agreement for unpaid or anticipated Administrative Expenses and adjustments for data or calculation errors.

Defendants also agreed to conduct, within nine months after the Settlement Effective Date, a request for proposals for an unaffiliated investment manager under ERISA § 3(38) to assume fiduciary authority and discretion over the Plan's investment options, other than the SEI Company Stock Fund and the current brokerage account option.

8. How may I benefit from the Settlement?

You may be entitled to payment of a portion of the Net Settlement Amount. The amount paid to each Current Participant, Former Participant, Beneficiary, or Alternate Payee will be determined by a Plan of Allocation subject to approval by the Court.

Under the proposed Plan of Allocation, your payment will be proportional to the sum of your year-end Plan account balances during the Class Period compared with the corresponding total for the Plan, subject to the adjustments described in the Plan of Allocation. The proposed Plan of Allocation is available at [SETTLEMENT WEBSITE].

As explained below, if you are a Current Participant, or a Beneficiary or Alternate Payee and you have an Active Account in the Plan, you do not need to take any action to receive payment under the Settlement. Payments made to Current Participants, or to Beneficiary or Alternate Payee who have Active Accounts in the Plan, shall be made into these persons' individual investment accounts in the Plan.

An "Active Account" is an individual investment account in the Plan with a balance greater than $0.00. Current or Former Participant status is determined as of [PRELIMINARY APPROVAL DATE]. For Beneficiaries and Alternate Payees, whether a claim form is required and how payment will be made depend on whether they have their own Active Account as of that date.

If you are a Former Participant, or a Beneficiary or Alternate Payee and you do not have an Active Account in the Plan, you will need to submit a Former Participant Claim Form by the submission deadline to receive payment under the Settlement. Payments made to Former Participants, or to Beneficiaries or Alternate Payees who do not have Active Accounts in the Plan, may be made either by check or tax-qualified rollover to an individual retirement account or other eligible employer plan.

9. How do I submit a claim for a Settlement Payment?

If you are a Current Participant, or a Beneficiary or Alternate Payeeof a Participant and you have an Active Account in the Plan, you do not need to submit a claim to be eligible for a payment under the Settlement. You will receive any payment for which you are eligible automatically in your Plan account.

If you are a Former Participant, or a Beneficiary or Alternate Payee and you do not have an

Active Account in the Plan, you must submit a Former Participant Claim Form by the submission deadline to be eligible for a payment under the Settlement. "Former Participant" means a member of the Settlement Class who does not have an Active Account in the Plan (*i.e.*, a balance greater than $0) as of [INSERT PRELIMINARY APPROVAL DATE].

If you are a Former Participant, or a Beneficiary or Alternate Payee without an Active Account, you must complete and mail the Former Participant Claim Form to the Settlement Administrator at the address shown on the Form. The Settlement Administrator must receive your completed Form by [CLAIM DEADLINE: 120 CALENDAR DAYS AFTER ENTRY OF THE PRELIMINARY APPROVAL ORDER].

A Former Participant Claim Form will be deemed submitted when it is actually received by the Settlement Administrator at the address listed in the Former Participant Claim Form.

NOTE: Even if you do not submit a Former Participant Claim Form, you will be bound by the Settlement. (See answer to question 14 below.)

10. What are the Plaintiffs receiving from the Settlement?

Class Counsel intends to ask the Court to award each of the Class Representatives a Case Contribution Award of an amount not to exceed $5,000.00 in recognition of the work and effort they expended on behalf of the Class.

THE SETTLEMENT DETAILS – WHAT YOU GIVE UP

11. What do I give up by participating in the Settlement?

If the Settlement becomes effective, all Class Members will release the "Released Claims" against the "Released Parties," as those terms are defined in the Settlement Agreement, whether or not they submit a claim or receive a payment. The Released Parties include Defendants and other persons and entities identified in the Settlement Agreement. The Released Claims include known and unknown claims based on acts or failures to act during the Class Period concerning the Plan's management, investment options, fees, expenses, service providers, related disclosures, and fiduciary conduct, as well as claims concerning the settlement allocation and the Independent Fiduciary's approval, subject to the terms and exceptions in the Settlement Agreement.

For additional details about the scope of the release, consult the Settlement Agreement or contact Class Counsel. (See answer to question 5 for details.)

THE LAWYERS REPRESENTING YOU

12. Do I have a lawyer in this case?

Yes. The Court has appointed Almeida Law Group LLC and Levin Sedran & Berman LLP as Class Counsel. You will not be charged for the work of these lawyers. If you want to be

represented by a different lawyer in this case, you may hire one at your own expense.

13. How will the lawyers (Class Counsel) be paid?

Class Counsel will ask the Court for an award of attorneys' fees of up to 35% ($962,500) of the Gross Settlement Amount, as well as reasonable litigation costs and expenses, based upon the value of the Settlement, the time they have devoted to this engagement, and the expenses they have advanced in prosecuting this matter. Any attorneys' fees and expenses awarded by the Court will be paid to Class Counsel from the Qualified Settlement Fund.

OPTING OUT OF THE SETTLEMENT

14. Can I exclude myself from the Settlement Class?

No. The Settlement Class has been certified under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Settlement Class. Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the lawsuit for all claims that were asserted in the lawsuit or are otherwise included as Released Claims as defined in the Settlement Agreement. However, if you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement.

OBJECTING TO THE SETTLEMENT

15. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

16. What is the procedure for objecting to the Settlement, including any objection to Class Counsel's Motion for Attorneys' Fees and Expenses or Case Contribution Awards?

You can ask the Court to deny approval of the Settlement and/or the Motion for Attorneys' Fees and Expenses of Class Counsel or the Case Contribution Awards to be requested for the Class Representatives by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement presented to it. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. If that is what you want to happen, you must object. The Court, however, can award less than the amount requested by Class Counsel for attorneys' fees and expenses or the amount requested for the case contribution awards. If the Court does so (because of an objection or in its own discretion) that ruling could affect the timing and amount of settlement payments, but any reduction in Class Counsel's attorneys' fees and expenses or Case Contribution Awards to be paid to the Class Representatives would not otherwise affect the finality of the Settlement.

Any objection to the proposed Settlement or Motion for Attorneys' Fees and Expenses or Case

Contribution Awards must be in writing in accordance with the requirements in the Preliminary Approval Order. If you file a timely written objection, you may, but are not required to, appear at the Fairness Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must: (a) clearly identify the case name and number as *Hall, et al. v. SEI Investments Company, et al.*, Case No. 2:25-cv-07341; (b) be submitted to the Court either by mailing them to the Clerk of the Court for the United States District Court for the Eastern District of Pennsylvania (see address below), or by filing them in person at any location of the United States District Court for the Eastern District of Pennsylvania; and (c) be filed or postmarked on or before _____, 2026. [INSERT ACTUAL DATE OF 30 DAYS BEFORE THE FAIRNESS HEARING] You must also send copies of your objection and supporting papers to Class Counsel and Defense Counsel at the addresses below by the same deadline.

Your objection must also include: (1) your full name, current address, and current telephone number, and, if represented by counsel, any of your counsel's names and contact information; (2) a written statement of your objection(s), specifying the reason(s) for each objection, including any supporting evidence, and whether the objection applies only to you, to a specific subset of the Settlement Class, or to the entire Settlement Class; (3) copies of any papers, brief, or other documents upon which the objection is based; (4) a list of all persons who will be called to testify in support of the objection; (5) a list of any other objections to any class action settlements you or anyone acting on your behalf has submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years; and (6) your signature, even if you are represented by counsel.

Any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing.

ANY CLASS MEMBER WHO DOES NOT OBJECT IN THE MANNER DESCRIBED ABOVE SHALL BE DEEMED TO HAVE WAIVED ANY OBJECTION AND SHALL NOT HAVE ANY RIGHT TO OBJECT TO THE FAIRNESS OR ADEQUACY OF THE SETTLEMENT.

Clerk of Court	Class Counsel	Defense Counsel
Clerk of Court United States District Court Eastern District of Pennsylvania James A. Byrne U.S. Courthouse 601 Market Street Philadelphia, PA 19106	Matthew J. Langley Christopher M. Nienhaus ALMEIDA LAW GROUP LLC 849 W. Webster Ave. Chicago, IL 60614 Tel: (312) 576-3024 matt@almeidalawgroup.com chris@almeidalawgroup.com Austin B. Cohen Charles E. Schaffer LEVIN SEDRAN & BERMAN LLP 510 Walnut Street, Suite 500 Philadelphia, PA 19106 Tel: (215) 592-1500 acohen@lfsblaw.com cschaffer@lfsblaw.com	Jeremy P. Blumenfeld MORGAN, LEWIS & BOCKIUS 2222 Market Street Philadelphia, PA 19103 Tel: (215) 963-5000 jeremy.blumenfeld@morganlewis.com

THE COURT'S FAIRNESS HEARING

17. When/where will the Court decide whether to approve the Settlement?

On _____, 2027, at _____ a.m./p.m. [ACTUAL DATE AND TIME TO BE AT LEAST ___ DAYS AFTER MOTION FOR ENTRY OF PRELIMINARY APPROVAL ORDER AS ESTABLISHED BY THE COURT], in the James A. Byrne United States Courthouse, 601 Market Street, Courtroom 12-B, Philadelphia, PA 19106, the Court will hold a Fairness Hearing to determine whether the proposed Settlement is fair, reasonable, and adequate and whether it should be approved. The hearing may be continued from time to time by the Court without further notice, and may be held via teleconference or videoconference. Please check the settlement website, access the Court's PACER system, or contact Class Counsel if you wish to confirm that the hearing time has not been changed and to determine if it is occurring in person or by video or teleconference. (See answer to question 5 for details.)

18. Do I have to attend the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you submit an objection to the Settlement, you do not have to go to Court to talk about it. As long as your objection is filed or postmarked by _____

[ACTUAL DATE TO BE 30 DAYS BEFORE THE FAIRNESS HEARING] and you comply with the requirements in the answer to question 16 above, the Court will consider it. You may also send your own lawyer at your expense to attend the Fairness Hearing.

19. May I speak at the Fairness Hearing?

If you are a Settlement Class Member, you may ask the Court for permission to speak at the hearing.

Objectors or their attorneys intending to participate at the Fairness Hearing must file with the Court and serve on Class Counsel and Defense Counsel a notice of intention to participate (and, if applicable, the name, address, and telephone number of the objector's attorney) with the Court no later than _____, 2027 [ACTUAL DATE TO BE 15 DAYS BEFORE THE DATE OF FAIRNESS HEARING SPECIFIED IN THE PRELIMINARY APPROVAL ORDER]. Any objectors, or their counsel, who do not timely file a notice of intention to participate in accordance with this Paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

IF YOU DO NOTHING

20. What happens if I do nothing at all?

IF YOU DO NOTHING, YOU AND ALL OTHER SETTLEMENT CLASS MEMBERS WILL BE BOUND BY THE JUDGMENT AND SETTLEMENT AGREEMENT, INCLUDING THE RELEASE OF CLAIMS.

If you are a Current Participant, or a Beneficiary or Alternate Payee and you have an Active Account in the Plan, you do not need to take any action to be eligible to receive the Settlement benefits.

If you are a Former Participant, or a Beneficiary or Alternate Payee and you do not have an Active Account in the Plan, you must submit a Former Participant Claim Form by the submission deadline or you will not receive any of the settlement payments described above in answer to questions 7 and 8. If you do nothing, you will still be bound by the Settlement as described in this Settlement Notice, if the Settlement is finally approved, but YOU WILL NOT RECEIVE ANY MONEY UNLESS YOU SUBMIT A FORMER PARTICIPANT CLAIM FORM, received by the Settlement Administrator by the deadline stated in Question 9 above.

Dated: _____ [ACTUAL NOTICE DATE TO BE NO LATER THAN 30 DAYS AFTER ENTRY OF PRELIMINARY APPROVAL ORDER]

THIS NOTICE HAS BEEN SENT TO YOU BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EXHIBIT A-1

000000000000
0 0 0 0 0 0 0 0 0 0 0 0

Your completed claim must be received online or by mail by:
Month XX, 202X

FORMER PARTICIPANT CLAIM FORM

Hall, et al. v. SEI Investments Company, et al.
No. 2:25-cv-07341-JDW
United States District Court for the Eastern District of Pennsylvania

GENERAL INSTRUCTIONS

This Former Participant Claim Form is only for Class Members who are Former Participants, or Beneficiaries or Alternate Payees who did not have their own Active Account in the Plan as of [Preliminary Approval date]. An Active Account is an individual investment account with a balance greater than $0.00. A **Former Participant** is a Class Member who does not have an Active Account as of [Preliminary Approval date]. A **Beneficiary** is any individual, trust, estate, or other recipient entitled to receive a benefit under the SEI Capital Accumulation Plan (the "Plan") because of a deceased Current Participant's or Former Participant's interest in the Plan, other than an Alternate Payee. An **Alternate Payee** is a Person other than a Current Participant, Former Participant, or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order ("QDRO"). If you are required to submit this Claim Form, you must decide whether you want your settlement payment (1) sent payable to you directly by check or (2) to be rolled over into another eligible retirement plan or into an individual retirement account ("IRA"). If you had an Active Account as of [Preliminary Approval date] but closed it afterward, you do not need to submit this Claim Form to receive your settlement payment.

To receive a settlement payment, the Settlement Administrator must receive your completed Claim Form by Month XX, 202X.

Claim Forms may be submitted online at **www.[website].com** or by mail at the address below. Please type or legibly print all requested information in blue or black ink. Mail your completed Claim Form, including any necessary supporting documentation, by U.S. Mail, allowing sufficient time for receipt by the deadline above, to the Settlement Administrator at:

Hall, et al. v. SEI Investments Company, et al.
c/o Kroll Settlement Administration LLC
P.O. Box XXXX
New York, NY 10150-XXXX

Former Participants who do not complete and timely submit a Claim Form will not receive a settlement payment. Please review the instructions and reminders carefully. If you have questions regarding this Claim Form, you may contact the Settlement Administrator at www.[website].com using the "Contact Us" form or by calling (XXX) XXX-XXXX.

Reminders:

- You must include your date of birth and Social Security Number (see Section I).
- To do a rollover, you must fully complete the rollover information in Section III. If you do not select a rollover option, the settlement payment will be sent to you directly by check.
- You must provide your signature, the date, and a completed Substitute IRS Form W-9 (see Section IV).
- To update or change your address after sending in your Claim Form, please contact the Settlement Administrator at www.[website].com using the "Contact Us" form or by calling (XXX) XXX-XXXX. Make sure to include your Class Member ID and your phone number in case we need to contact you in order to complete your request.
- Settlement payments to eligible Class Members will be calculated according to the Plan of Allocation (available at www.[website].com) and distributed after the Court grants final approval to the Settlement. If the Court approves the Settlement, there may be appeals. It is always uncertain whether appeals will be filed and, if so, how long it will take to resolve them. Please be patient. If the total amount of valid claims exceeds the amount of funds available, settlement payment amounts will be reduced *pro rata* (proportionally) based on the Plan of Allocation.
- If you submit a valid claim and your settlement payment is initially calculated at $10.00 or less, it will be increased to $10.00, subject to any proportional reduction required by the Plan of Allocation.
- The Settlement Administrator will provide instructions regarding completing this Claim Form only and will not provide financial, tax, or other advice concerning the Settlement. You may want to consult with your financial or

tax advisor. More information, including the status of the approval of the Settlement, is available on the Settlement Website, www.[website].com.

I. PARTICIPANT INFORMATION

If you are the Former Participant, provide your information below. If you are filing as a Beneficiary or Alternate Payee, provide the Plan participant's information below, to the extent known, and your own information in Section II. You must notify the Settlement Administrator if your contact information changes after submission.

_____ _____ _____
First Name **M.I.** **Last Name**

_____
Address 1

_____
Address 2

_____ ___ ___ ___ ___ ___ ___ ___
City **State** **Zip Code**

Telephone Number: (___ ___ ___) ___ ___ ___ — ___ ___ ___ ___

___ ___ ___ — ___ ___ — ___ ___ ___ ___ ___ ___ / ___ ___ / ___ ___ ___ ___
Social Security Number **Date of Birth (MM/DD/YYYY)**

Email Address: _____

Class Member ID (if known): ___ ___ ___ ___ ___ ___ ___ ___

II. BENEFICIARY OR ALTERNATE PAYEE INFORMATION *(IF APPLICABLE)*

If applicable, check the appropriate box and provide the Beneficiary's or Alternate Payee's information below. For a trust, estate, or other entity, enter its legal name on the name line, its taxpayer identification number on the Social Security Number line, and leave the date-of-birth field blank. Complete Sections III and IV for the person or entity entitled to payment.

☐ I am the surviving spouse or other Beneficiary of the deceased Plan participant, or an authorized representative of that Beneficiary. Provide documentation establishing the Beneficiary's entitlement to payment and, if signing as a representative, your authority to act for the Beneficiary.

☐ I am an Alternate Payee under a Qualified Domestic Relations Order (QDRO).

_____ _____ _____
First Name **M.I.** **Last Name**

_____
Address 1

_____
Address 2

_____ ___ ___ ___ ___ ___ ___ ___
City **State** **Zip Code**

___ ___ ___ — ___ ___ — ___ ___ ___ ___ ___ ___ / ___ ___ / ___ ___ ___ ___

Social Security Number **Date of Birth (MM/DD/YYYY)**

Email Address: _____

III. PAYMENT ELECTION

Select either payment by check or one rollover option. A rollover is available only if you and the payment are eligible under applicable tax law and the receiving plan or IRA accepts the rollover. If you are a Beneficiary or Alternate Payee, contact the Settlement Administrator before selecting a rollover because special eligibility rules apply.

☐ **Payment to Self**: A check subject to mandatory federal and applicable state withholding tax will be mailed to the address you provided above.

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

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

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

ROLLOVER INFORMATION:

_____

Company or Trustee's Name

_____

Mailing Address 1

_____

Mailing Address 2

_____ ___ ___ ___ ___ ___ ___ ___

City **State** **Zip Code**

Your Account Number: _____

Telephone Number: (___ ___ ___ **)** ___ ___ ___ — ___ ___ ___ ___

IV. SIGNATURE, CONSENT, AND SUBSTITUTE IRS FORM W-9

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

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

_____ ___ ___ / ___ ___ / ___ ___ ___ ___

Signature Date (MM/DD/YYYY)

_____

Print Name

EXHIBIT B

PLAN OF ALLOCATION

1.1 Each capitalized term below has the definition provided in the Settlement Agreement, unless otherwise provided herein.

1.2 After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to the Plan for payments to the accounts of Current Participants as set forth in Paragraph 1.6 below, and to Former Participants as set forth in Paragraph 1.7 below, both in accordance with the Plan of Allocation set forth herein and as ordered by the Court.

1.3 To be eligible for a payment from the Net Settlement Amount, a person must be a Current Participant, Former Participant, Beneficiary, or Alternate Payee. Current Participants, as well as Beneficiaries or Alternate Payees with Active Accounts, shall receive their settlement payments as additions to their Active Accounts, as provided for in Paragraph 1.6 below. Former Participants, as well as Beneficiaries or Alternate Payees who do not have Active Accounts, shall receive their settlement payments in the form of rollovers to an individual retirement account or other eligible employer plan or in the form of checks, as provided in Paragraph 1.7 below. For Beneficiaries and Alternate Payees, whether an Active Account exists shall be determined as of the date of entry of the Preliminary Approval Order, subject to Paragraph 1.6.6 below.

1.4 Beneficiaries will receive settlement payments, as described in this Plan of Allocation, in amounts corresponding to their entitlement as Beneficiaries of the Current Participant or of the Former Participant with respect to which the payment is made. This includes settlement payments to Beneficiaries based upon the Current Participant's or Former Participant's Plan account(s) during the Class Period and/or by the Beneficiary's own Plan account(s) during the Class Period, if an account was created in the Plan for the Beneficiary. Alternate Payees will receive settlement payments if and to the extent they are entitled to receive a portion of a Current Participant's or Former Participant's allocation under this Plan of Allocation pursuant to the terms of the applicable QDRO, including Alternate Payees for whom an account was created in the Plan. Beneficiaries and Alternate Payees with Active Accounts will receive payments by the method described in this Plan of Allocation for Current Participants. Beneficiaries and Alternate Payees who do not have Active Accounts will receive payments by the method described in this Plan of Allocation for Former Participants. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth herein and as ordered by the Court.

1.5 **Calculation of Settlement Payments.** Payments to Current Participants, Former Participants, Beneficiaries, or Alternate Payees, shall be calculated by the Settlement Administrator pursuant to the Plan of Allocation as follows:

> **1.5.1** The Settlement Administrator shall determine a "Settlement Allocation Score" for each Current Participant, Former Participant, Beneficiary, or Alternate Payee by: (i) determining the year-end account

balances of each Current Participant and Former Participant during the Class Period, or, if a Beneficiary or Alternate Payee had a separate account in the Plan during the Class Period, by determining the year-end balance of each such Beneficiary or Alternate Payee; and (ii) dividing the sum of each Current Participant's or Former Participant's, or, to the extent applicable, each Beneficiary's or Alternate Payee's, year-end account balances during the Class Period by the total sum of year-end asset amounts in the Plan during the Class Period. The Settlement Allocation Score shall be used to calculate the *pro rata* settlement payment to each Current Participant, Former Participant, Beneficiary, or Alternate Payee.

1.5.2 If the dollar amount of the settlement payment to a Former Participant, or a Beneficiary or Alternate Payee who does not have an Active Account, is initially calculated by the Settlement Administrator to be $10.00 or less, then that person's payment shall be $10.00.

1.5.3 Defendants and Defense Counsel shall use reasonable efforts to cause the Plan's Recordkeeper (or designees) to provide the necessary data subject to its control as may be reasonably available and necessary to enable the Settlement Administrator to perform the above calculations.

1.5.4 The Settlement Administrator shall utilize the calculations required to be performed herein for: (a) making the required payments to Former Participants, and to Beneficiaries or Alternate Payees who do not have Active Accounts, under Paragraph 1.7 of this Plan of Allocation; and (b) instructing the Plan as to the amount of the Net Settlement Amount to be allocated to Current Participants, and to Beneficiaries or Alternate Payees who have Active Accounts, under Paragraph 1.6 of this Plan of Allocation and calculating the total amount to deposit into each of their Active Account(s) to fulfill this instruction.

1.5.5 The total amount of all rollovers or checks to be paid by the Settlement Administrator for Former Participants (and Beneficiaries or Alternate Payees who do not have Active Accounts), plus the total amount of all allocations that the Plan is instructed to make to Current Participants (and Beneficiaries or Alternate Payees who have Active Accounts), may not exceed the Net Settlement Amount. Nothing in this Paragraph 1.5 is intended to modify the requirements of Paragraph 1.8 below. In the event that the Settlement Administrator determines that the Plan of Allocation total would otherwise exceed the Net Settlement Amount, the Settlement Administrator is authorized and required to make such *pro rata* changes as are necessary to the Plan of Allocation such that said total does not exceed the Net Settlement Amount.

1.6 Payments to Current Participants (and Beneficiaries or Alternate Payees with Active Accounts). Current Participants, and Beneficiaries or Alternate Payees who have Active

Accounts, will not be required to submit a Former Participant Claim Form (or any other type of claim form or application) to receive a settlement payment.

1.6.1 Within a reasonable time after the Settlement Administrator has completed all payment calculations for all participants, and Beneficiaries or Alternate Payees who have Active Accounts, the Settlement Administrator will provide the Plan's Recordkeeper, in a format and via a delivery method mutually agreed upon by the Settlement Administrator and the Recordkeeper, with an Excel spreadsheet containing the name, Social Security number (or alternative identifier(s) mutually acceptable), and amount of the settlement payment to be made into the Active Account(s) for each of these persons. In the event the Excel spreadsheet includes Social Security numbers, the Settlement Administrator will transmit the spreadsheet in a manner to protect the confidentiality of any such Social Security numbers.

1.6.2 Thereafter, within ten (10) business days after providing written notice to the Plan and the Plan's Recordkeeper, the Settlement Administrator shall effectuate a transfer from the Qualified Settlement Fund to the trust for the Plan of the aggregate amount of all settlement payments payable to Current Participants, and Beneficiaries or Alternate Payees who have Active Accounts, as reflected in the spreadsheet provided by the Settlement Administrator. Defendants (or their designee) shall direct the Plan's Recordkeeper to credit the individual Active Account(s) of each such person in the amount stated on the spreadsheet provided by the Settlement Administrator in relation to each such person. The funds transferred from the Qualified Settlement Fund to the trust for the Plan and subsequently to the individual Active Account(s), which shall be considered "restorative payments" within the meaning of Revenue Ruling 2002-45, shall be deposited in a pre-tax source and will not impact an individual participant's contribution limits for the Plan year.

1.6.3 The settlement payment for each Current Participant who is an active participant in the Plan (*i.e.*, has the right to make contributions to the Plan), will be invested in accordance with and proportionate to such participant's investment elections then on file for new contributions. If the Current Participant is no longer an active participant in the Plan, or does not have an investment election on file, then such participant shall be deemed to have directed such payment to be invested in the Plan's default investment option. Likewise, the settlement payment to each Beneficiary or Alternate Payee who has an Active Account will be invested in accordance with and proportionate to such person's investment elections then on file, or if such a person does not have investment elections on file, then such persons will be deemed to have directed such payments to be invested in the Plan's default investment option.

1.6.4 The Plan's Recordkeeper shall process all settlement payments to Current Participants, and Beneficiaries or Alternate Payees who have Active Accounts, as soon as administratively feasible after the Plan receives the payment from the Qualified Settlement Fund and the Excel spreadsheet containing the agreed-upon information.

1.6.5 The Plan may be amended, to the extent necessary, to reflect the settlement allocation to Active Account(s) in accordance with this Plan of Allocation.

1.6.6 If a Current Participant, or a Beneficiary or Alternate Payee who had an Active Account as of the date of entry of the Preliminary Approval Order, no longer has an Active Account when settlement payments are made, that person shall be treated as a Former Participant solely for purposes of the method of payment and shall receive payment by check or eligible rollover as described in Paragraph 1.7. That person shall not be required to submit a Former Participant Claim Form. A rollover shall require adequate information to effect the rollover; otherwise, payment shall be made by check to the person's last known address, as updated through commercially reasonable address searches.

1.7 Payments to Former Participants (and Beneficiaries or Alternate Payees without Active Accounts). Except as provided in Paragraph 1.6.6, eligibility for payment under this Paragraph requires that the Settlement Administrator receive a completed Former Participant Claim Form within one hundred twenty (120) calendar days after entry of the Preliminary Approval Order. Each Former Participant and Beneficiary or Alternate Payee who does not have an Active Account will have the opportunity to elect a rollover of their settlement payment to an individual retirement account or other eligible employer plan, which they have identified on the Former Participant Claim Form, provided that such a person supplies adequate information to the Settlement Administrator to effect the rollover. Otherwise, the Former Participant (or Beneficiary or Alternate Payee without an Active Account) will receive their settlement payment directly by check, assuming the timely submission of a Former Participant Claim Form. The distributions shall be issued as follows:

1.7.1 The Settlement Administrator will either effect from the Qualified Settlement Fund the rollover of the Former Participant (or Beneficiary or Alternate Payee without an Active Account) elected in the Former Participant Claim Form (if the conditions for such rollover are satisfied) and any associated paperwork necessary to effect the settlement distribution by rollover, or issue a check from the Qualified Settlement Fund to the Former Participant (or Beneficiary or Alternate Payee without an Active Account) and mail the check to the address of such person listed in their Former Participant Claim Form, or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means.

1.7.2 With respect to settlement payments that are not rolled over, the Settlement Administrator shall: (i) calculate and withhold any applicable taxes associated with payments allocable to the Former Participant (or Beneficiary or Alternate Payee without an Active Account); (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to these persons.

1.8 This Plan of Allocation is based upon preliminary data regarding the Class Members who may be entitled to settlement payments. If the Settlement Administrator concludes that it is impracticable to implement any provision of this Plan of Allocation, the Settling Parties agree to promptly discuss modifications to the terms of this Plan of Allocation and present such modified terms to the Court for its approval. Direct mailed notice to Class Members of such proposed modification of the Plan of Allocation shall not be required. However, notice of such proposed modification shall be posted by the Settlement Administrator on the Settlement Website.

1.9 The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

1.10 Within ten (10) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel and Defense Counsel one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator sent the Settlement Notice and/or the Former Participant Claim Form, and the address of such mailing (email or mailing addressing); (b) the date(s) upon which the Settlement Administrator sent the Settlement Notice and/or the Former Participant Claim Form; (c) the name of each Class Member whose Settlement Notice and/or Former Participant Claim Form was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice and/or Former Participant Claim Form for each such Class Member; and (e) the name of each Class Member to whom the Settlement Administrator made a payment from the Net Settlement Amount, together with the amount and form of the payment, the name of the payee, the date of payment, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.

1.11 The Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants and Defense Counsel will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Parties.

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

1.13 All checks issued pursuant to this Plan of Allocation shall expire one hundred eighty (180) calendar days after their issue date. All checks that are undelivered or are not cashed before their expiration date shall revert to the Qualified Settlement Fund.

1.14 No sooner than three hundred ninety-five (395) calendar days following the Settlement Effective Date, any Net Settlement Amount remaining in the Qualified Settlement Fund after payments, including costs and taxes, shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants.

EXHIBIT C

IN THE UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF PENNSYLVANIA

David Hall and Jennifer Knapp, *on behalf of themselves and all others similarly situated*, Plaintiffs, v. SEI Investments Company, SEI Investments Management Corporation, SEI Capital Accumulation Plan Administration Committee, and John Does 1-30, Defendants.	Case No. 2:25-cv-07341-JDW

[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT, APPROVING FORM AND MANNER OF SETTLEMENT NOTICE AND PLAN OF ALLOCATION, CERTIFYING A CLASS FOR SETTLEMENT PURPOSES, AND SCHEDULING FAIRNESS HEARING

This Class Action involves claims for alleged violations of the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. §§ 1001–1461, concerning the SEI Capital Accumulation Plan (the "Plan"). The terms of the proposed Settlement are set forth in the Class Action Settlement Agreement submitted with Plaintiffs' Unopposed Motion for Preliminary Approval of Class Action Settlement (the "Motion"). All capitalized terms not otherwise defined in this Order have the meanings ascribed to them in the Settlement Agreement.

Upon consideration of the Motion, the accompanying memorandum of law, the Declaration of Matthew J. Langley and its exhibits, the Settlement Agreement, the proposed Settlement Notices, the Former Participant Claim Form, the Plan of Allocation, and the record in this action, the Court finds that it will likely be able to approve the Settlement under Rule 23(e)(2) and certify

the Settlement Class for purposes of judgment on the proposal. Accordingly, IT IS HEREBY ORDERED as follows:

1. Preliminary Certification of the Settlement Class. Solely for purposes of settlement, and subject to final approval, the Court conditionally certifies the following Settlement Class under Federal Rules of Civil Procedure 23(a) and 23(b)(1):

> All persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries.

The Class Period is January 1, 2020, through the date on which this Preliminary Approval Order is entered. The claims certified for settlement are the ERISA fiduciary-breach and failure-to-monitor claims alleged in the Amended Complaint (ECF No. 22) concerning the management and administration of the Plan, including the selection, retention, and monitoring of its investment options.

2. Findings Supporting Certification. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

(a) as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is sufficiently numerous that joinder of all members is impracticable, and Class Members can be identified from Plan records and other objective criteria;

(b) as required by Fed. R. Civ. P. 23(a)(2), there are questions of law and fact common to the Settlement Class, including whether Defendants breached their fiduciary duties under ERISA, whether any such breaches caused losses to the Plan, and the appropriate relief;

(c) as required Fed. R. Civ. P. 23(a)(3), the claims of David Hall and Jennifer Knapp (the "Class Representatives") are typical of the claims of the Settlement Class;

(d) as required by Fed. R. Civ. P. 23(a)(4), the Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class, and their interests do not conflict with those of the Settlement Class;

(e) as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of inconsistent adjudications establishing incompatible standards of conduct for Defendants, or adjudications that, as a practical matter, would dispose of or substantially impair the interests of other Class Members; and

(f) as required by Fed. R. Civ. P. 23(g), Class Counsel have investigated and prosecuted the claims, possess experience in class actions and ERISA litigation, understand the applicable law, and have committed the resources necessary to represent the Settlement Class.

3. Appointment of Class Representatives and Class Counsel. The Court preliminarily appoints David Hall and Jennifer Knapp as Class Representatives and Almeida Law Group LLC and Levin Sedran & Berman LLP as Class Counsel for the Settlement Class.

4. Preliminary Approval of the Settlement. The Motion is GRANTED. The Settlement Agreement is preliminarily approved, subject to further consideration at the Fairness Hearing. For purposes of directing notice under Rule 23(e)(1), the Court preliminarily finds that:

(a) The Class Representatives and Class Counsel have adequately represented the Settlement Class;

(b) The Settlement resulted from arm's-length negotiations conducted with the assistance of Robert A. Meyer, Esq., an experienced, neutral mediator, after Class Counsel obtained information sufficient to evaluate the claims and the proposed Settlement;

(c) The relief provided to the Settlement Class is adequate in light of the costs, risks, and delay of further litigation, trial, and appeal. The Settlement provides a Gross Settlement Amount of $2,750,000.00 and prospective relief under Section 15.1 of the Settlement Agreement. That provision requires Defendants, within nine months of the Settlement Effective Date, to conduct a request for proposal for an unaffiliated investment manager as defined in ERISA § 3(38), 29 U.S.C. § 1002(38), to assume fiduciary authority and discretion with respect to the Plan's investment options, other than the SEI Company Stock Fund and the current brokerage account option, on the terms stated in the Settlement Agreement;

(d) The proposed method of distributing relief is effective and treats Class Members equitably relative to one another. The Plan of Allocation generally allocates the Net Settlement Amount in proportion to year-end account balances during the Class Period. It provides for payments to Active Accounts without a claim form and payments by check or eligible rollover to persons without Active Accounts, subject to the claim requirements and exceptions stated in the Plan of Allocation;

(e) The proposed terms concerning Attorneys' Fees and Costs and Case Contribution Awards do not prevent preliminary approval. All such awards remain subject to the Court's separate review and approval. The Court has considered the Settlement Agreement and the agreements identified under Fed. R. Civ. P. 23(e)(3); and

(f) The proposed Plan of Allocation is preliminarily approved as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing.

5. Establishment and Administration of the Qualified Settlement Fund. The establishment of the Qualified Settlement Fund is approved. Within ten (10) calendar days after entry of this Order, the Settlement Administrator shall establish the Qualified Settlement Fund with the Escrow Agent in accordance with Article 5 of the Settlement Agreement. The Qualified Settlement Fund shall be an interest-bearing qualified settlement fund within the meaning of Section 468B of the Internal Revenue Code and Treasury Regulation § 1.468B-1, subject to the Court's continuing jurisdiction.

The Qualified Settlement Fund shall be funded in accordance with Sections 5.4 and 5.5 of the Settlement Agreement. The first installment of $100,000.00 shall be deposited within thirty (30) calendar days after the later of (a) entry of this Order, or (b) establishment of the Qualified Settlement Fund and delivery to Defendants and/or Defense Counsel of the fund name, IRS Form W-9, and necessary wiring instructions. The remaining $2,650,000.00 shall be deposited within twenty-one (21) calendar days after the Settlement Effective Date.

The Settlement Administrator shall serve as administrator of the Qualified Settlement Fund and shall carry out the tax reporting, withholding, payment, reserve, and recordkeeping responsibilities set forth in Article 5 of the Settlement Agreement. Disbursements, investments, and distributions from the Qualified Settlement Fund shall be made only as authorized by the Settlement Agreement, the Plan of Allocation, this Order, or further order of the Court. The obligations and limitations of responsibility of Defendants, Defense Counsel, Class Counsel, the Settlement Administrator, and the Escrow Agent shall remain as provided in the Settlement Agreement. In particular, Defendants shall have no liability, obligation, or responsibility for

administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund, except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in providing information that is necessary for settlement administration as set forth in the Settlement Agreement.

6. Fairness Hearing. A Fairness Hearing is scheduled for _____, 20____, at _____ __.m., in Courtroom _____ of the James A. Byrne United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, or by telephone or videoconference as directed by the Court. The hearing shall be held no sooner than one hundred forty (140) calendar days after the Motion was filed, on a date that permits completion of the notice and claims procedures ordered below. No order granting final approval shall issue before expiration of the period required by 28 U.S.C. § 1715(d). At the Fairness Hearing, the Court will consider:

- Whether the Settlement is fair, reasonable, and adequate and should receive final approval under Rule 23(e)(2);
- Whether certification of the Settlement Class and the appointments of the Class Representatives and Class Counsel should be made final;
- Whether the Plan of Allocation should receive final approval;
- Whether the applications for Attorneys' Fees and Costs, Case Contribution Awards, Administrative Expenses, and any reserve should be approved;
- Any timely objections to the Settlement, the Plan of Allocation, or the requested awards; and
- Whether to enter the Final Approval Order and dismiss the Class Action with prejudice.

7. Approval of Settlement Notices and Claim Form. The Court approves the form and content of the Notice of Class Action Settlement and Fairness Hearing, the email and postcard notices submitted in support of the Motion, and the Former Participant Claim Form, including the forms contemplated by Exhibits A and A-1 to the Settlement Agreement. Together with the Settlement Website and the distribution procedures ordered below, the notices fairly and adequately describe the nature of the action, the Settlement Class, the material terms of the Settlement and release, the Plan of Allocation, the requested Attorneys' Fees and Costs and Case Contribution Awards, the Fairness Hearing, the claims process, and the right to object. The form and manner of notice constitute the best notice practicable under the circumstances and satisfy Rules 23(c)(2)(A) and 23(e)(1) and due process. Because the Settlement Class is conditionally certified under Rule 23(b)(1), Class Members do not have a right to exclude themselves from the Settlement Class.

8. Settlement Administrator and Notice Procedures. The Court approves Kroll Settlement Administration LLC as Settlement Administrator and directs the Settlement Administrator and the Settling Parties to implement the following procedures:

(a) Within thirty (30) calendar days after entry of this Order, the Settlement Administrator shall send the Settlement Notice and Former Participant Claim Form, as applicable, to each Class Member identified through reasonable efforts from the data provided by Defendants and the Plan's Recordkeeper. Notice shall be sent by email first and then, if necessary, by first-class mail. The approved email and postcard notices may direct recipients to the full Settlement Notice and applicable claim materials on the Settlement Website.

(b) The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and shall resend the applicable notice materials one additional time, as provided in Section 3.4 of the Settlement Agreement.

(c) No later than the commencement of notice, the Settlement Administrator shall establish the Settlement Website and telephone support line. The website shall provide access to the Complaint, the Settlement Agreement and its exhibits, the approved Settlement Notices, the Former Participant Claim Form, the Plan of Allocation, this Order, and other materials required by Section 14.2 of the Settlement Agreement. Applications for Attorneys' Fees and Costs and Case Contribution Awards, the final approval motion, and any amendments or further settlement orders shall be posted promptly when available.

(d) Defendants and Defense Counsel shall respond timely to reasonable written requests from the Settlement Administrator for readily accessible data reasonably necessary to administer the Settlement and shall use reasonable efforts to provide such data within thirty (30) days of the request, in accordance with Sections 3.3 and 9.2 of the Settlement Agreement. The Settlement Administrator shall use such data solely to administer the Settlement and shall comply with the confidentiality and security obligations in the Settlement Agreement.

(e) Current Participants and Beneficiaries or Alternate Payees with Active Accounts are not required to submit a claim form to receive payment. Except as provided in Paragraph 1.6.6 of the Plan of Allocation, the Settlement Administrator must receive a completed Former Participant Claim Form from any Former Participant or Beneficiary or Alternate Payee without an Active Account within one hundred twenty (120) calendar days

after entry of this Order. Such persons may elect an eligible rollover by providing adequate information on the claim form; otherwise, payment shall be made by check, subject to timely submission of the claim form.

(f) A person who had an Active Account as of entry of this Order but no longer has an Active Account when payments are made shall receive payment by check or eligible rollover under Paragraph 1.6.6 of the Plan of Allocation and shall not be required to submit a Former Participant Claim Form.

(g) The Settlement Administrator may make non-substantive modifications to the approved notice materials agreed upon by the Settling Parties, provided that such modifications are consistent with this Order and the Settlement Agreement. Any material change shall require Court approval.

9. Applications for Attorneys' Fees and Costs and Case Contribution Awards. Class Counsel shall file any motion for Attorneys' Fees and Costs and Case Contribution Awards, with supporting papers, no later than forty-five (45) calendar days before the Fairness Hearing. Under Section 7.1 of the Settlement Agreement, Class Counsel may request attorneys' fees not exceeding 35% of the Gross Settlement Amount, reimbursement of litigation costs and expenses, and Case Contribution Awards not exceeding $5,000.00 for each Class Representative. This Order does not approve any requested award. All requests remain subject to final review by the Court, and the Settlement Administrator shall make the motion and supporting papers available on the Settlement Website.

10. Motion for Final Approval. Class Counsel shall file the motion for final approval of the Settlement, with supporting papers, no later than forty-five (45) calendar days before the Fairness Hearing. The supporting materials shall address implementation of the notice program

and compliance with this Order. The final approval motion and supporting materials shall be made available on the Settlement Website.

11. Objections. Any Class Member or authorized recipient of a CAFA Notice may object to the Settlement, the Plan of Allocation, or any requested Attorneys' Fees and Costs, Case Contribution Awards, or Administrative Expenses. An objection must identify *Hall v. SEI Investments Company*, No. 2:25-cv-07341-JDW; provide the objector's name, address, telephone number, and signature; explain the basis for the objection and whether it applies to the objector alone, a portion of the Settlement Class, or the entire Settlement Class; and include any supporting papers or evidence the objector wishes the Court to consider. A Class Member shall provide information sufficient to establish membership in the Settlement Class.

The objection and supporting materials must be filed with the Court or postmarked no later than thirty (30) calendar days before the Fairness Hearing. Copies must also be provided to Class Counsel and Defense Counsel at the addresses set forth in the Settlement Notice. Objections sent by mail to the Court shall be addressed to:

> Clerk of Court
> U.S. District Court for the Eastern District of Pennsylvania
> James A. Byrne United States Courthouse
> 601 Market Street, Room 2609
> Philadelphia, PA 19106-1797
> Re: *Hall v. SEI Investments Company*, No. 2:25-cv-07341-JDW

An objector may retain counsel at the objector's expense. Any attorney retained to represent an objector shall file a notice of appearance no later than fifteen (15) calendar days before the Fairness Hearing. Unless the Court orders otherwise for good cause, a Class Member who does not submit a timely objection in accordance with this Order shall be deemed to have waived the

objection. The Settling Parties may file responses to objections no later than seven (7) calendar days before the Fairness Hearing.

12. Additional Submissions. Any additional briefs in support of final approval, including responses to objections, shall be filed no later than seven (7) calendar days before the Fairness Hearing. Further submissions may be filed only as permitted by the Court.

13. Participation in the Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate no later than fifteen (15) calendar days before the Fairness Hearing. The notice shall identify the person and, if applicable, that person's attorney and contact information. An objector who complies with this Order may appear personally or through retained counsel at the objector's expense. Except for good cause shown, a person who does not timely provide notice of intent to participate will not be permitted to speak. Attendance at the hearing is not required for the Court to consider a timely written objection.

14. Notice Expenses. The expenses of preparing and disseminating the Settlement Notices and administering the Settlement shall be Administrative Expenses paid from the Gross Settlement Amount as provided in the Settlement Agreement.

15. Parallel Proceedings. Pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through Representatives, or in any other capacity commence an action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, or the Plan. Proceedings in this Class Action remain stayed except to the extent necessary to seek approval of or implement the Settlement, or as otherwise ordered by the Court.

16. CAFA Notice. Within ten (10) calendar days after filing of the Motion, the Settlement Administrator shall provide the CAFA Notices to the officials specified in Section 3.5 of the Settlement Agreement, including the Attorney General of the United States, the Secretary of Labor, and the Attorneys General of the states in which Class Members reside, in compliance with 28 U.S.C. § 1715. Upon completion, the Settlement Administrator shall notify the Settling Parties in writing. Proper and timely service of the required notices by the Settlement Administrator shall satisfy Defendants' notice obligations under CAFA. Final approval remains subject to compliance with 28 U.S.C. § 1715(d).

17. Continuance of the Fairness Hearing. The Court reserves the right to continue or adjourn the Fairness Hearing without further direct notice to Class Members, other than notice to Class Counsel, and to conduct the hearing by telephone or videoconference. Any change in the hearing date, time, or manner shall be posted promptly on the Settlement Website.

18. Independent Fiduciary Review. The Independent Fiduciary retained by Defendants on behalf of the Plan shall review the Settlement in accordance with Sections 3.1 and 12.4 of the Settlement Agreement and the applicable conditions of Prohibited Transaction Exemption 2003-39, as amended. No later than thirty (30) calendar days before the Fairness Hearing, the Independent Fiduciary shall provide its written determination to Defendants, with copies to Class Counsel and Defense Counsel, as required by the Settlement Agreement. The Settlement remains subject to the conditions and any permitted waiver set forth in Sections 12.4 and 13.1.1 of the Settlement Agreement.

19. Effect of Termination. If the Settlement is terminated or does not become effective in accordance with the Settlement Agreement, the settlement-only certification and appointments made in this Order shall be vacated, and the Settling Parties shall be restored to their respective

litigation positions as provided in the Settlement Agreement. Neither the Settlement nor this Order shall constitute an admission of liability or wrongdoing or a concession concerning certification for litigation purposes.

SO ORDERED this _____ day of _____, 20____.

BY THE COURT:

_____
UNITED STAES DISTRICT COURT JUDGE
JOSHUA D. WOLSON