

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE
RETIREMENT FUND LITIGATION**

MDL Docket No. 1:22-md-03035-STA-jay

ALL CASES

Honorable S. Thomas Anderson

**PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENTS WITH AME DEFENDANTS AND
DEFENDANT NEWPORT GROUP, INC.**

Plaintiffs Reverend Pearce Ewing, Reverend Charles R. Jackson, Reverend Cedric V. Alexander, Reverend Derrell Wade, Reverend Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Reverend Marcus King, Reverend Matthew Ewing, Candace L. Carmichael, as Administrator of the Estate of Reverend A. Offord Carmichael, Deceased, and Reverend Diane Conley, on behalf of themselves and all others similarly situated, (collectively, "Plaintiffs") respectfully move, pursuant to Rule 23 of the Federal Rules of Civil Procedure, for preliminary approval of a proposed class action settlement with Defendants African Methodist Episcopal Church ("AMEC"), AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board, and the AMEC Council of Bishops (collectively the "AME Defendants"). Additionally, Plaintiffs respectfully move for preliminary approval of a proposed class action settlement with Defendant Newport Group, Inc.

For the reasons set forth in the supporting Memorandum of Law, Plaintiffs respectfully move the Court for an order:

1. Granting preliminary approval of the Settlements as fair, adequate, and reasonable, and allowing dissemination of the long form Notice to the proposed Class Members under Rule

23(e);

2. Appointing Plaintiffs as Class Representatives for purposes of the Settlements;
3. Appointing as Class Counsel the law firms of Milberg Coleman Bryson Phillips Grossman, PLLC, Osborne & Francis Law Firm, PLLC, Stranch Jennings & Garvey, PLLC, Kantor & Kantor, LLC, Lieff Cabraser Heimann & Bernstein, LLP, Blue, LLP, Wright & Schulte, LLC, and the AARP Foundation for purposes of effectuating the Settlements;
4. Conditionally certifying pursuant to Rule 23(b)(3) the following Class for purposes of the Settlements:

Class: All persons who were participants, or were those participants' respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Defendants are excluded from the Class.
5. Appointing Verita Global, LLC as Settlement Administrator for purposes of effectuating the Settlements;
6. Approving the form and content of the proposed Long Form Notices and the proposed Notice Plan; and
7. Scheduling a fairness hearing for final approval of the Settlements.

Respectfully submitted, this the 4th day of March, 2025.

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CERTIFICATE OF SERVICE

This is to certify that on March 4, 2025, the foregoing **MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS WITH AME DEFENDANTS AND DEFENDANT NEWPORT GROUP, INC.** was served via the Court's CM/ECF system on all counsel of record.

/s/ Matthew E. Lee

Matthew E. Lee

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
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**IN RE: AME CHURCH EMPLOYEE
RETIREMENT FUND LITIGATION**

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**MEMORANDUM OF LAW IN SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS WITH AME
DEFENDANTS AND DEFENDANT NEWPORT GROUP, INC.**

TABLE OF CONTENTS

INTRODUCTION	1
FACTUAL AND PROCEDURAL BACKGROUND	3
TERMS OF THE SETTLEMENT AGREEMENTS	7
LEGAL STANDARD	14
ARGUMENT	16
I. The Proposed Settlements Satisfy Rule 23 and the Sixth Circuit’s Standards for Preliminary Approval.....	16
A. The Proposed Settlements Were Reached After Adequate Representation and Arm’s-Length Negotiations.....	16
B. The Proposed Settlements Provide Adequate Relief in Light of the Risks, Costs, and Length of Continued Litigation.....	18
C. The Proposed Settlements Have No Obvious Deficiencies and Treat Class Members Equitably	22
D. The UAW Factors	22
II. Plaintiffs’ Responses to the Court’s February 11, 2025 Questions.....	24
III. The Court Should Conditionally Certify the Proposed Class	27
A. The Requirements of Rule 23(a) Are Satisfied	27
B. The Proposed Settlement Class Satisfies Rule 23(b)(3)	30
IV. The Court Should Authorize Dissemination of Notice to the Class	33
V. The Court Should Appoint Verita as Settlement Administrator.....	33
VI. The Court Should Schedule a Fairness Hearing to Approve the Proposed Settlements.....	34
CONCLUSION.....	35

INTRODUCTION

Plaintiffs respectfully move the Court for preliminary approval of two settlements reached with: (1) Defendants African Methodist Episcopal Church (“AME Church”), AMEC Ministerial Retirement Annuity Plan (the “Plan”), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively, the “AME Defendants”);¹ and (2) Defendant Newport Group, Inc. (“Newport”) in this matter. The AME Settlement and the Newport Settlement are the result of almost three years of hard-fought litigation, including two rounds of motion to dismiss briefing and thorough fact discovery (in particular the review of almost a million and a half pages of documents, over 50 depositions, and third-party discovery involving over 20 subpoenas for document productions). Both settlements resulted from multiple mediation sessions (three for each respective settlement) conducted by experienced, independent mediators. The AME Settlement fully resolves Plaintiffs’ claims against the AME Defendants and the Newport Settlement fully resolves Plaintiffs’ and the AME Defendants’ claims against Newport. Both settlements preserve all claims against the Non-Settling Defendants.²

The AME Settlement, memorialized in the November 27, 2024 Class Action Settlement Agreement and Release (the “AME Agreement” or “AME Agmt.”), *see* **Exhibit A**, requires the AME Defendants to pay \$20,000,000 into a non-reversionary Qualified Settlement Fund held in trust for the sole benefit of the Settlement Class Members. Critically, the AME Settlement also

¹ Capitalized terms in this memorandum have the same meanings as they are defined in the AME Agreement and the Newport Agreement.

² “Non-Settling Defendants” means: Defendants Symetra Life Insurance Company (“Symetra”); Daniel Parrish of Parrish Law, LLC, Administrator Ad Litem of the Estate of Jerome V. Harris deceased; Robert Eaton; Financial Freedom Funds, LLC; Financial Freedom Group, Inc.; Financial Technologies, LLC; Motorskill Ventures, Inc.; Motorskill Ventures I, L.P.; Motorskill Asia Ventures 1, L.P.; Rodney Brown and Company; Trinity Financial Consultants, LLC; Sandra Harris; Day and Night Solar, LLC; Doe Corporations 1-10; and John Does 1-10.

requires the AME Church to implement significant changes to its supervision and operation of the Plan, including formally winding down and closing the AMEC Department of Retirement Services, transferring the current Plan funds to a Qualified Trust, and agreeing that the Plan be governed by the principles set forth in the Employee Retirement Income Security Act of 1974 (“ERISA”) as of August 24, 2024.

The Newport Settlement, memorialized in the March 4, 2025 Class Action Settlement Agreement and Release (the “Newport Agreement” or “Newport Agmt.”), *see* **Exhibit B**, requires Newport to pay \$40,000,000 into a non-reversionary Qualified Settlement Fund held in trust for the sole benefit of the Settlement Class Members.

Additionally, because Class Counsel negotiated that both the AME and Newport Settlement Amounts be paid into an interest-bearing account prior to final approval of either settlement, Class Counsel estimates that the Settlement Amounts could earn over \$1 million in interest prior to distribution to Settlement Class Members, bringing the total monetary value of the combined settlements to approximately \$61 million. *See* Declaration of Matthew E. Lee (“Lee Decl.”) (attached as **Exhibit C**) ¶¶ 39, 42. While the total amount of damages will be determined at trial against the Non-Settling Defendants, approximately \$61 million in combined monetary relief represents an enormous step towards making the Class whole. These significant funds will go to Settlement Class Members much quicker than could be obtained through protracted litigation and will help Settlement Class Members meet their current and ongoing financial obligations without the delay, uncertainty, and cost of continued litigation. All told, approximately \$61 million amounts to almost 69% of the more than \$88 million difference between the represented value of the Plan (roughly \$126 million) and the true value of the Plan in June of 2021 (roughly \$38 million).

Plaintiffs respectfully submit that the Settlements each satisfy Rule 23 and Sixth Circuit

precedent and request that the Court: (1) grant preliminary approval of both the AME Settlement and the Newport Settlement;³ (2) hold that it will likely certify the Settlement Class; (3) approve the long-form notices to Class Members, *see Exhibits D and E*, describing the terms of the AME Settlement and the Newport Settlement and how Class Members can object to or opt-out of either the AME Settlement and/or the Newport Settlement; and (4) schedule a final approval hearing.

FACTUAL AND PROCEDURAL BACKGROUND

Plaintiffs, who are pastors and personnel of the AME Church, brought this case following their discovery in the fall of 2021 that the value of the AMEC Ministerial Retirement Annuity Plan was \$88,489,163 less than had been represented to them just weeks prior. In the spring of 2022, six different lawsuits were filed around the country against a number of defendants, including the AME Defendants and Newport. AME Agmt. ¶¶ 1.7-1.8; Newport Agmt. ¶¶ 1.7-1.8. On June 2, 2022, the Judicial Panel on Multidistrict Litigation consolidated those actions into a single MDL proceeding under the caption *In re AME Church Employee Retirement Fund Litigation*, No. 1:22-md-03035-STA-jay, in the Western District of Tennessee. AME Agmt. ¶ 1.8; Newport Agmt. ¶ 1.8.

Consolidated Amended Complaint. Plaintiffs thereafter filed a Consolidated Amended Complaint against the AME Defendants, Newport, and most of the Non-Settling Defendants on August 19, 2022.⁴ AME Agmt. ¶ 1.9; Newport Agmt. ¶ 1.9. Plaintiffs asserted the following causes of action against the AME Defendants and Newport: (1) breach of fiduciary duty; (2) violation of Tennessee Trust Code; (3) negligence; (4) fraudulent concealment; and (5) fraudulent misrepresentation. AME Agmt. ¶ 1.9; Newport Agmt. ¶ 1.9. Plaintiffs also brought (1) breach of

³ To avoid any confusion, Plaintiffs are filing a formal withdrawal of their prior motion for preliminary approval of the AME Settlement contemporaneously herewith. (ECF Nos. 627, 628).

⁴ Three additional defendants, none of which have settled with Plaintiffs, were added to the Second Consolidated Amended Complaint filed in 2024. AME Agmt. ¶ 1.15.

contract; (2) promissory or equitable estoppel; and (3) tort of outrage claims against the AME Defendants. AME Agmt. ¶ 1.9. The AME Defendants answered Plaintiffs on the breach of fiduciary duty and negligence claims and moved to dismiss the rest. AME Agmt. ¶ 1.10. Newport moved to dismiss Plaintiffs' claims. Newport Agmt. ¶ 1.10. The AME Defendants cross-complained against Newport and others, asserting claims for breach of fiduciary duty and negligent misrepresentation. Newport Agmt. ¶ 1.9. Newport moved to dismiss the AME Defendants' claims. Newport Agmt. ¶ 1.10.

Initial Mediation. On February 6, 2023, Plaintiffs and the AME Defendants, along with Defendants Newport, Symetra, Dr. Harris, Robert Eaton, and Financial Freedom Group, mediated for the first time with the Honorable Janice M. Holder (Ret.), a former Chief Justice of the Tennessee Supreme Court. AME Agmt. ¶ 1.11; Newport Agmt. ¶ 1.11. That mediation was unsuccessful.

Motion to Dismiss Opinion and Second Mediation between Plaintiffs and AME Defendants. On March 17, 2023, the Court granted the AME Defendants' partial Motion to Dismiss, leaving Plaintiffs with only breach of fiduciary duty and negligence claims against the AME Defendants. AME Agmt. ¶ 1.12. The Court partially denied Newport's Motion to Dismiss Plaintiffs' and the AME Defendants' complaints, allowing their claims breach of fiduciary duty and negligence to proceed. Newport Agmt. ¶ 1.12. Following the motion to dismiss order, Plaintiffs and the AME Defendants mediated again with Justice Holder on May 4, 2023. AME Agmt. ¶ 1.13. Negotiations between Plaintiffs and the AME Defendants reached an impasse following this second mediation session. *Id.*

AME Defendants' Amended Cross-Complaint. On July 25, 2023, the AME Defendants filed an amended cross-complaint against Newport, alleging breach of fiduciary duty, negligence,

negligent misrepresentation, and punitive damages. Newport Agmt. ¶ 1.13. Newport moved to dismiss the AME Defendants' cross-complaint. *Id.* On February 28, 2024, the Court dismissed the AME Defendants' negligent misrepresentation and punitive damages claims against Newport. Newport Agmt. ¶ 1.14.

Plaintiffs' Second Consolidated Amended Complaint. On August 29, 2024, Plaintiffs filed a Second Consolidated Amended Complaint against Newport, the AME Defendants, and the Non-Settling Defendants. ECF No. 493. Plaintiffs asserted the following claims against Newport, derivatively on behalf of the Plan and on behalf of a putative class: (1) violation of Tennessee's Uniform Trust Code, (2) fraudulent concealment, (3) fraudulent misrepresentation, (4) negligence; (5) civil conspiracy, (6) aiding and abetting in a breach of fiduciary duty, and (7) professional negligence. *Id.* Newport partially moved to dismiss Plaintiffs' claims. ECF No. 521. Because Plaintiffs and the AME Defendants had not yet finalized the AME Agreement, Plaintiffs asserted four claims against the AME Defendants: (1) breach of fiduciary duty; (2) negligence; (3) fraudulent concealment; and (4) breach of contract. (ECF No. 493).

AME Defendants' Second Amended Cross-Complaint. On September 30, 2024, the AME Defendants moved for leave to file a Second Amended Cross-Complaint against Newport, which the Court granted. (ECF Nos. 539, 568). Thereafter, the AME Defendants filed a cross-complaint on November 5, 2024, bringing claims against Newport for (1) fraudulent concealment, (2) civil conspiracy to commit conversion, (3) civil conspiracy to commit intentional misrepresentation, (4) civil conspiracy to commit constructive fraud, (5) negligent misrepresentation, (6) professional negligence, (7) breach of fiduciary duty, and (8) aiding and abetting breach of fiduciary duty. (ECF No. 570). Newport moved to dismiss all of the AME Defendants' claims. (ECF No. 640). Newport's motions to dismiss were fully briefed and pending at the time of the Newport

Settlement.

Discovery to Date. The Parties engaged in substantial fact discovery from September 2022 to the beginning of 2025. Lee Decl. ¶¶ 13-22. Plaintiffs and the AME Defendants took more than 50 depositions of fact witnesses, received and reviewed nearly 1.5 million pages of documents, propounded numerous interrogatories, served nearly two dozen third-party subpoenas, and successfully unspooled the circumstances that led to the Class's losses. *Id.* Additionally, Plaintiffs and the AME Defendants served their initial expert disclosures on January 31, 2025. Lee Decl. ¶ 22. There are only a limited number of discovery disputes pending at the time of this filing.

The AME Settlement. On July 30, 2024, Plaintiffs and the AME Defendants mediated for a third time with Justice Holder. AME Agmt. ¶ 1.14. As part of the litigation and mediations with the AME Defendants, Plaintiffs investigated the AME Defendants' ability to fund any settlement or potential judgment. AME Agmt. ¶ 1.20. After the third mediation did not result in an agreement, Plaintiffs and the AME Defendants continued to negotiate at arm's length with the assistance of Justice Holder before finally reaching an agreement on the material terms of the AME Settlement. AME Agmt. ¶ 1.14; Lee Decl. ¶ 30.

The Settling Parties entered into a Memorandum of Understanding on August 24, 2024, AME Agmt. ¶ 1.17; Lee Decl. ¶ 30, and thereafter began negotiating the terms and substance of a long-form settlement agreement, Lee Decl. ¶ 44. On November 25, 2024, Plaintiffs and the AME Defendants jointly moved to dismiss Plaintiffs' claims against Defendants Bishop James L. Davis and Bishop Samuel L. Green without prejudice. (ECF No. 586). On November 27, 2024, the AME Agreement was executed, *see* AME Agmt. at 37-42, and on December 13, 2024, Plaintiffs initially moved for preliminary approval of the AME Settlement. (ECF No. 627).

The Newport Settlement. While Newport's motions to dismiss were pending, Plaintiffs, the

AME Defendants, and Newport resumed settlement discussions for the first time since the initial February 2023 mediation. Newport Agmt. ¶ 1.19; Lee Decl. ¶¶ 31-32. On December 12, 2024, the Settling Parties held a full-day, in-person mediation session led by experienced mediator A. Lee Parks in Atlanta, but no agreement was reached. Newport Agmt. ¶ 1.20.

After extensive discussions between Mr. Parks, counsel for Plaintiffs, the AME Defendants, and Newport following the December mediation, the Settling Parties mediated again virtually with Mr. Parks on January 31, 2025. Newport Agmt. ¶ 1.20; Lee Decl. ¶ 33. At the conclusion of this lengthy third mediation, Mr. Parks made a triple-blind “mediator’s proposal” to the Settling Parties of \$40 million which the Settling Parties each accepted by February 3, 2025. Newport Agmt. ¶ 1.21; Lee Decl. ¶¶ 33-36. On the morning of February 4, 2025, the Settling Parties entered into a Confidential Term Sheet, Newport Agmt. ¶ 1.22; Lee Decl. ¶ 36, and thereafter began negotiating the terms and substance of a long-form settlement agreement, Lee Decl. ¶ 36. The Newport Agreement was executed on March 4, 2025. *See* Newport Agmt. at 41.

TERMS OF THE SETTLEMENT AGREEMENTS

The AME Agreement and the Newport Agreement contain several identical terms, regarding the class definition, the plan of distribution, and the class notice. The key terms from both Agreements are summarized below.

1. The Class Definition

The Class is composed of “all persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Defendants are excluded from the Class.” AME Agmt. ¶ 2.6; Newport Agmt. ¶ 2.7.

2. Monetary Settlement Benefits

The AME Agreement provides that the AME Defendants will pay \$20 million in cash adjusted to the present value as of August 2, 2024, through the date that the full amount is paid into the Qualified Settlement Fund, which is an interest-bearing tax-qualified escrow account established for receipt of settlement funds to be held in trust for the sole benefit of the Class Members. AME Agmt. ¶¶ 2.29, 2.23. The AME Settlement Amount will be paid in two installments: an Initial Deposit of \$10 million by November 30, 2024,⁵ and the remaining balance by no later than May 30, 2025. *Id.* ¶ 3.3.1. The AME Settlement Amount will not be funded in any way through assessments and/or budget raises to any local churches, annual conferences, or district conferences. *Id.* ¶ 3.3.1(b).

The Newport Agreement provides that Newport will pay \$40 million in cash into the Qualified Settlement Fund no later than 14 days following preliminary approval of the Newport Settlement. Newport Agmt. ¶ 3.4.

In sum, the payment of the AME and Newport Settlement Amounts will comprehensively resolve all of Plaintiffs' claims asserted against the AME Defendants and Newport individually, derivatively on behalf of the Plan, and on behalf of the Class. Newport's \$40 million payment will also resolve the AME Defendants' claims brought by the AME Defendants, although the AME Defendants will not receive any of the Settlement Amount.

3. Plan of Distribution

The AME Settlement Amount and the Newport Settlement Amount will be allocated in the same manner. Namely, they will be allocated pro rata to Settlement Class Members based on the ratio of the Settlement Class Member's account balance as of June 30, 2021 to the total value of

⁵ The AME Defendants' Initial Deposit has been paid into the Qualified Settlement Fund.

all Settlement Class Member's account balances as of June 30, 2021, accounting for any distributions taken by participants between June 30, 2021 and the date that those balances were retroactively calculated. AME Agmt. ¶ 4.1; Newport Agmt. ¶ 4.1.1. Should any individuals opt-out of either or both Settlements, the proportional share of the Settlement Amount(s) that individual otherwise would have received would then be distributed pro-rata amongst the remaining Settlement Class Members.

Upon entry of an order granting Final Approval of the AME Settlement and the Newport Settlement, the Administrator will transfer the balance of the Qualified Settlement Fund (i.e., the AME and Newport Settlement Amounts, plus interest earned prior to distribution, less costs for notice and administration, attorneys' fees, costs, and service awards for the named Plaintiffs) to a Qualified Trust.⁶ AME Agmt. ¶¶ 2.24, 2.15, 2.16; Newport Agmt. ¶¶ 4.2, 4.5.

The Qualified Trust is a trust account that has been established by the AME Church to operate the Legacy Fund.⁷ AME Agmt. ¶ 2.15; Newport Agmt. ¶ 2.25. The funds held by the Qualified Trust will be invested by an independent professional investment advisor who is not an employee of the AME Church. AME Agmt. ¶ 2.2; Newport Agmt. ¶ 2.3. The AME Church has selected Disciplina Group LLC ("Disciplina") as the Advisor for the Qualified Trust. AME Agmt. ¶ 2.2; Newport Agmt. ¶ 2.3. Disciplina is an investment company based in Nashville, Tennessee that specializes in helping resource-constrained institutional investors manage their portfolios. The President and Chief Investment Officer of Disciplina is the former Chief Investment Officer of

⁶ Plaintiffs intend for any and all other funds recovered in this Action to be deposited into the Qualified Trust detailed in both the AME Agreement and the Newport Agreement.

⁷ "Legacy Fund" refers to the portion of the Plan as it existed prior to the AME Church establishing a new Plan with Wespath after this litigation commenced. AME Agmt. ¶ 2.15; Newport Agmt. ¶ 2.16. The assets in the Legacy Fund are those that were acquired when Dr. Harris was Executive Director of the Plan: the remaining Symetra annuities, real property in Key Marco, Florida, and recovery for loans on assets as asserted in this litigation. AME Agmt. ¶ 2.15.

Vanderbilt University's multi-billion-dollar endowment.⁸ Disciplina will be a fiduciary of the Plan and will be required to maintain adequate insurance coverage in excess of \$60,000,000. AME Agmt. ¶¶ 2.2, 4.4; Newport Agmt. ¶ 4.4.

The Administrator will oversee the transfer of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust. AME Agmt. ¶ 4.2; Newport Agmt. ¶ 4.2. For Participants that are eligible to take distributions, those Participants will be able to take distributions from the Qualified Trust of the Net Settlement Amount once the Settlement Amount has been transferred to the Qualified Trust, but “[i]n no event shall any Class Member be entitled to a distribution [of their pro-rata allocation of the Settlement Amount] prior to the transfer of the Settlement Amount to the Qualified Trust.” AME Agmt. ¶ 4.1.2; Newport Agmt. ¶ 4.1.2. *See also* Lee Decl. ¶ 47(f). ***Settlement Class Members are not required to submit a claim to receive an allocation of their pro rata share of the Settlement Amounts.***

There is one small group of Settlement Class Members, totaling 15 people, who are not presently eligible to receive a full pro rata share of the Settlement Amounts because they took distributions of all or part of their respective plan balance from the Plan after June 30, 2021, but before the AME Church froze the Plan funds. Lee Decl. ¶ 55. Because they took a distribution in this timeframe, their retirement accounts were not subject to the same 70% reduction that followed the discovery that the true Plan value was \$88 million lower than had been stated. *Id.* Accordingly, these Settlement Class Members will not recover anything until the Plan has recovered enough funds to, on a pro-rata basis with the rest of the Settlement Class Members, account for the distributions these individuals took during that short period of time in 2021. For 8 of the 15

⁸ *See About Us – Our Team*, Disciplina Group LLC, <https://disciplina.com/about> (click on image on President & CIO Matthew W. Wright) (last visited March 4, 2025)

individuals, that won't occur until the Plan recovers \$88,489,163 to reach the claimed June 30, 2021 level. These 15 individuals will receive a specific and separate Notice detailing the same as discussed more below. *Id.* See **Exhibit E**.

4. Non-Monetary Settlement Benefits from the AME Defendants

The AME Defendants have agreed to several business practice changes regarding the oversight and operation of the Plan. In particular, they have agreed to formally wind down and close the AMEC Department of Retirement Services and to transfer the Plan funds currently held at Symetra (to the extent permitted by federal tax law) to the Qualified Trust. AME Agmt. ¶¶ 3.4, 3.4.1(a)-(b), 3.4.2(a)-(b). The AME Defendants have agreed that no person or governing body of the AME Church will assess or accept any type of administrative, service, operational, management, or other such fee related to the Plan. The AME Defendants have also agreed that the Plan will be governed by the principles set forth in ERISA. *Id.* ¶¶ 3.4.2(c), (e). They implemented these changes as of August 24, 2024. *Id.* ¶¶ 3.4.3, 3.4.4. The AME Defendants also agreed to ensure the process by which contributions for the new retirement plan are received from the local churches and deposited with Wespath⁹ is as quick, efficient, and direct as possible. *Id.* ¶ 3.4.5.

5. Class Notice

The AME Agreement and the Newport Agreement provide for a comprehensive Notice Plan to the Class. The Parties' chosen Administrator, Verita, will directly notify, via first class mail—and email to the extent possible—all Class Members of the Settlements. AME Agmt. ¶ 2.3; Newport Agmt. ¶ 2.10, 7.4. The AME Defendants provided Verita with access to records and

⁹ Wespath is the investment entity that manages the AME Church's new retirement plan that was established in the aftermath of the catastrophic losses to the Plan and to which the contributions that are currently collected from local churches for AME Church employee retirement are transferred. Wespath is a general agency of The United Methodist Church and maintains one of the largest faith-based pension funds in the world.

reasonably available contact information for each Person believed to be a potential Class Member, including name, email address, last known mailing address, and participant account history and activity for the Plan. AME Agmt. ¶ 7.2; Newport Agmt. ¶ 7.2.

The Settling Parties' proposed long form notice details the monetary and non-monetary benefits of both Settlements, the process and deadlines for objecting to or opting out of either the AME Settlement and/or the Newport Settlement, and the date of the Final Approval Hearing. *See Exhibit D.*¹⁰ Verita will also host key documents related to the litigation and the Settlement at www.amechurchretirementsettlement.com, including Plaintiffs' forthcoming Motion for Attorneys' Fees, Costs, and Service Awards. Verita will disseminate Class Notice not more than 30 days after preliminary approval ("the Notice Date"). AME Agmt. ¶ 7.3; Newport Agmt. ¶ 7.3.

6. Objections and Opt-Outs

The AME Agreement gives Class Members the option to object to or opt out of the AME Settlement no later than sixty (60) days following the Notice Date. AME Agmt. ¶¶ 2.17, 2.18, 8.0. The Newport Agreement gives Class Members the option to object to or opt out of the Newport Settlement no later than sixty (60) days following the Notice Date. Newport Agmt. ¶¶ 2.18, 2.19, 8.0. In other words, Class Members can object to or opt out of either or both Settlements. The proposed Class Notice clearly delineates the process by which Class Members can submit their Objections or Requests for Exclusion as to either or both Settlements. *See Exhibits D and E.*

7. Release of Claims

In exchange for the monetary relief and upon the Effective Date, Released Parties, as

¹⁰ The separate, proposed long form notice for the 15 Class Members who took full or partial distributions after June 30, 2021, but before the Plan funds were frozen, is attached as **Exhibit E**. This notice is substantially the same as the one proposed as **Exhibit D**, but it includes a short explanation regarding when each of these individuals can expect to receive additional funds from this litigation.

identified in the AME Agreement and the Newport Agreement, will receive a release of any and all claims in this Action or relating to the allegations of this Action (the “Released Claims”), which includes any Unknown Claims that could possibly exist with respect to the subject matter of the Released Claims. The Released Parties do not include the Estate of Dr. Jerome Harris or any of the other Non-Settling Defendants. Importantly, the Agreement and the Release do not affect the rights of individuals in the Class who timely and properly submit a request for exclusion from the Settlement Class. *See* AME Agmt. ¶¶ 2.12, 2.25, 2.26, 10.1, 10.2, 10.7; Newport Agmt. ¶¶ 2.13, 2.26, 2.27, 10.1, 10.2, 10.7.

8. The Bar Order Provision in the Newport Agreement

The Newport Settlement Agreement provides that the Final Approval Order and Judgment to be entered by the Court will include a bar order prohibiting all parties to this lawsuit—including other Non-Settling Defendants—from asserting claims against Newport. *See* Newport Agmt. ¶¶ 2.6, 9.3.6. Newport’s willingness to enter the Newport Settlement was contingent on it obtaining “complete peace” with respect to all pending and potential claims related to or arising out of the Action. Given that Plaintiffs and AMEC Defendants allege that Newport is a joint tortfeasor with Non-Settling Defendants, the bar order protects Newport from potential future claims from Non-Settling Defendants. *See* TN Code § 29-11-105. Importantly, however, the bar order in the Newport Agreement expressly allows a Non-Settling Defendant to attempt to use the Newport Agreement, upon motion and after any judgment is rendered against such Non-Settling Defendants, to reduce any judgment by the amount of Newport’s settlement. *See id.*; see also TN Code § 29-11-107(d) (“Nothing in this section limits the ability of the trier of fact to allocate fault to a nonparty to the suit, including, but not limited to, an immune third party or a settling party, person, or entity. Allocations of fault to nonparties shall be used only to determine the liability of

named parties and shall not subject nonparties to liability in the action in which the allocation occurred or in any other action.”).

9. Attorneys’ Fees and Costs and Service Awards

Class Counsel intends to petition the Court for an award of attorneys’ fees up to one-third of the combined Settlement Amounts including the additional interest earned prior to distribution and for an award of costs in the amount of approximately \$1,200,000. Class Counsel also intends to petition the Court for service awards in the amount of \$20,000 for each of the Named Plaintiffs. Class Counsel reserves the right to petition for additional awards of attorneys’ fees, costs, or service awards from any future recovery from the Non-Settling Defendants. Any award for attorneys’ fees, costs, or service awards shall be paid out of the Settlement Amounts. Newport Agmt. ¶ 5.1. The AME Defendants and Newport may choose to oppose some or all of Class Counsel’s requests. Newport Agmt. ¶ 5.1. The Settlements are not contingent upon the Court granting Plaintiffs’ Fee and Expense Application. AME Agmt. ¶ 5.2; Newport Agmt. ¶ 5.2.

LEGAL STANDARD

Even following the 2018 amendments to the Federal Rules, Sixth Circuit precedent favors and encourages settlements—particularly in class actions and other complex matters where inherent costs, delays, and risks of protracted litigation might otherwise overwhelm any potential benefit the class could hope to obtain. *See, e.g., Int’l Union, United Auto., Aerospace, & Agr. Implement Workers of Am. v. Gen. Motors Corp.*, 497 F.3d 615, 632 (6th Cir. 2007) (“UAW”) (noting “the federal policy favoring settlement of class actions”).

Pursuant to Rule 23(e), a class action settlement must be approved by the presiding court before it can become effective. Court approval proceeds in two steps: (1) preliminary approval of the proposed settlement and direction of notice to the class and (2) a final approval hearing, at

which the Court considers the fairness, adequacy, and reasonableness of the proposed settlement. *See Thomsen v. Morley Cos., Inc.*, 639 F. Supp. 3d 758, 767 (E.D. Mich. 2022).¹¹

At step one, the Court considers four factors under Rule 23(e)(2) to determine if the proposed settlement is “fair, reasonable, and adequate:”

(A) the class representatives and class counsel have adequately represented the class;

(B) the proposal was negotiated at arm’s length;

(C) the relief provided the class is adequate, taking into account:

- i. the costs, risk, and delay of trial and appeal;
- ii. the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
- iii. the terms of any proposed award of attorneys’ fees, including timing of payment; and
- iv. any agreement required to be identified under Rule 23(e)(3); and

(D) the proposal treats class members equitably relative to each other.

Fed. R. Civ. P. 23(e)(2)(A)-(D); *see also In re Family Dollar Stores, Inc., Pest Infestation Litig.*, 2023 WL 7112838, at *10 (W.D. Tenn. Oct. 27, 2023) (Lipman, C.J.).

The Sixth Circuit also considers seven *UAW* factors to determine if a class action settlement is “fair, reasonable, and adequate, many of which overlap with the Rule 23(e) factors.” *Id.* at *10. They are: (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent

¹¹ The process and analysis for preliminary approval is the same in a case where, as here, there are settling defendants and non-settling defendants. *See, e.g., In re Flint Water Cases*, 499 F. Supp. 3d 399 (E.D. Mich. 2021) (granting preliminary approval of a settlement with certain defendants and allowing plaintiffs to proceed with litigation against non-settling defendants).

class members; and (7) the public interest. *UAW*, 497 F.3d at 631.

Finally, “Rule 23(e)(1)(B)(ii) directs a court to determine, at the preliminary approval stage, whether ‘it will likely be able to . . . certify the class for purposes of judgment on the proposal.’” *Family Dollar*, 2023 WL 7112838, at *6 (quoting Fed. R. Civ. P. 23(e)(1)(B)(ii)).

ARGUMENT

I. The Proposed Settlements Satisfy Rule 23 and the Sixth Circuit’s Standards for Preliminary Approval.

The proposed Settlements satisfy the applicable Rule 23(e) factors as well as the Sixth Circuit’s *UAW* factors and therefore should be preliminarily approved.

A. The Proposed Settlements Were Reached After Adequate Representation and Arm’s Length Negotiation.

The first two Rule 23(e)(2) factors support preliminary approval. Class Counsel, in this case the Plaintiffs’ Steering Committee appointed by the Court, are all qualified and experienced litigators of class actions and complex litigation. Lee Decl. ¶ 51. They, along with the named Plaintiffs, have vigorously prosecuted this lawsuit for almost three years and provided adequate representation in doing so to the Class. *Id.* ¶¶ 4-25. The AME Settlement was reached only after this lengthy and intensive litigation and after three mediations with an experienced mediator, Justice Holder of the Tennessee Academy of Mediators and Arbitrators. *Id.* ¶¶ 26-30. The Newport Settlement was reached only after this lengthy and intensive litigation and after one mediation with Justice Holder and two mediations with A. Lee Parks. *Id.* ¶¶ 26, 31-36.

During the more than two years of fact discovery and the beginning of expert discovery, Class Counsel exhaustively investigated the facts surrounding all of the Settling and Non-Settling Defendants’ alleged roles in the loss to the Plan and the corresponding legal claims that Plaintiffs

had asserted against each of them. *Id.* ¶¶ 4-25.¹² Prior to reaching the AME Settlement, Class Counsel also examined the financial position of the AME Church and the collectability of any potential judgment against the AME Defendants.¹³ Armed with a crucial understanding of the facts, after a third mediation, Plaintiffs and the AME Defendants agreed to the material terms of a settlement. *Id.* ¶¶ 26-30. Likewise, prior to reaching the Newport Settlement, Class Counsel had developed a full understanding of Newport’s potential liability, bolstered by numerous depositions of Newport fact witnesses, expert analysis, and three arm’s-length mediations. *See Family Dollar*, 2023 WL 7112838, at *10 (noting the settlement class counsel was “well-informed about the facts and strengths of the claims asserted” following “extensive fact discovery and multiple depositions”).

The Settling Parties’ negotiations were adversarial and conducted in the utmost good faith. “Courts presume the absence of fraud or collusion in class action settlements unless there is evidence to the contrary.” *Leonhardt v. ArvinMeritor, Inc.*, 581 F. Supp. 2d 818, 838 (E.D. Mich. 2008); *Bowers v. Windstream Ky. East, LLC*, Case No. 3:09-CV-440-H, 2013 WL 5934019, at *2 (W.D. Ky. Nov. 1, 2013). Furthermore, “[t]he participation of an independent mediator in the settlement negotiations virtually assures that the negotiations were conducted at arm’s length and without collusions between the parties.” *Gokare v. Fed. Express Corp.*, Case No. 2:11-CV-2131-JTF-CGC, 2013 WL 12094870, at *3 (Nov. 22, 2013) (quoting *Hainey v. Parrott*, 617 F. Supp. 2d 668, 673 (S.D. Ohio 2007)). Because the Settlements “arose out of arms-length, non-collusive

¹² These facts also cover the third *UAW* factor, “the amount of discovery engaged in by the parties.” *UAW*, 497 F.3d at 631.

¹³ As explained on pages 24 and 25 of this Memorandum, Class Counsel has prepared a declaration detailing their investigation into the AME Defendants’ ability to pay and requests permission to submit the declaration to the Court for in camera review, or to discuss Plaintiffs’ assessment of the AME Defendants’ ability to pay in chambers on March 18.

negotiations” conducted by two mediators—Justice Holder and Mr. Parks—the primary procedural factor is met and the Court may presume the Settlements are fair, adequate, and reasonable.¹⁴ Wm. Rubinstein, *Newberg and Rubenstein on Class Actions* § 13.14 (6th ed. 2022).

B. The Proposed Settlements Provide Adequate Relief in Light of the Risks, Costs, and Length of Continued Litigation.

Rule 23(e)(2)(C) requires a court to consider whether “the relief provided for the class is adequate, taking into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims; (iii) the terms of any proposed award of attorney’s fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3).” Fed. R. Civ. P. 23(e)(2)(C).

Rule 23(e)(2)(C)(i): The Costs, Risk, and Delay of Trial and Appeal. The AME Settlement and the Newport Settlement represent an excellent result, particularly given the costs, risks, and delay of continued litigation against both the AME Defendants, Newport, and the Non-Settling Defendants. The combined monetary recovery—\$60 million—is a “significant portion of the maximum potential damages.” *Family Dollar*, 2023 WL 7112838, at *10. While the total amount of damages will be determined at trial with the Non-Settling Defendants,¹⁵ the combined

¹⁴ This encompasses the first *UAW* factor, the “risk of fraud or collusion.” *UAW*, 497 F.3d at 631.

¹⁵ Plaintiffs’ damages expert opined that, based on his methodology and informed by Plaintiffs’ accounting expert, the Plan’s balance should have been \$227 million higher than it was in June 2021. While the Non-Settling Defendants are sure to contest such a figure, it means that the \$60 million is more than 25% of Plaintiffs’ total damages. Courts routinely approve settlements achieving this (or a lower) percentage. *See, e.g., Kohari v. MetLife Grp., Inc.*, 2025 WL 100898, at *10 (S.D.N.Y. Jan. 15, 2025) (collecting cases and holding that recovery of 19%-27% of total estimated losses “well within the range found to be fair and reasonable”); *Stop & Shop Supermarket Co. v. SmithKline Beecham Corp.*, 2005 WL 1213926, at *9 (E.D. Pa. May 19, 2005) (\$100 million settlement fund represented approximately 11.4% of total damages in antitrust action and collecting cases and holding that “this percentage compares favorably with the settlements reached in other complex class action lawsuits”).

Settlement Amounts and their corresponding interest through disbursement equals almost 69% of the \$88.4 million difference between the misrepresented value and the true value of the Plan that was discovered in 2021. Lee Decl. ¶¶ 37-39. Even factoring in Class Counsel’s request for attorneys’ fees up to one-third of the Settlement Amounts and costs in the amount of approximately \$1,200,000, the combined net monetary relief to the Settlement Class still equals approximately 44.3% of the \$88,489,163 difference in represented value of the Plan, especially factoring in the interest that will be earned prior to distribution. *Id.* ¶ 50.

“[A] gap between the maximum possible recovery and the award in this case is the nature of settlement, and does not indicate a lack of fairness, reasonableness, or adequacy.” *Family Dollar*, 2023 WL 7112838, at *5 (approving settlement that provides class members with a “significant portion of the maximum potential damages”). Moreover, these partial settlements do not preclude continued litigation against the Non-Settling Defendants to determine the total amount of damages owed to Plaintiffs at trial and to collect those damages. Had the Settling Parties continued to litigate, the AME Defendants and Newport “would likely have asserted various arguments and defenses at class certification, summary judgment and/or trial, and a jury trial might well turn on questions of proof, many of which would be the subject of dueling expert testimony, particularly regarding causation and damages, making the outcome of such a trial uncertain for both parties.”¹⁶ *Family Dollar*, 2023 WL 7112838, at *11 (quoting *In re Cardizem CD Antitrust Litig.*, 218 F.R.D. 508, 523 (E.D. Mich. 2003) (“*Cardizem IP*”) (“[t]he prospect of a trial necessarily involves the risk that Plaintiffs would obtain little or no recovery” and that “no matter how confident trial counsel may be, they cannot predict with 100% accuracy a jury’s favorable

¹⁶ This Rule 23(e) factor covers the fourth *UAW* factor, the “likelihood of success on the merits.” *UAW*, 497 F.3d at 631.

verdict’’)). Class Counsel are satisfied that the Settlement Amounts represent a significant recovery from the AME Defendants and Newport without the heightened risk of extensive delay or futility associated with in potentially trying to collect a judgment after trial or appeal.¹⁷ Lee Decl. ¶¶ 25, 58.

“[T]he certain and immediate benefits to the Class represented by the Settlement outweigh the possibility of obtaining a better result at trial, particularly when factoring in the additional expense and long delay inherent in prosecuting this complex litigation through trial and appeal.” *Cardizem II*, 218 F.R.D at 525. Potential delays in recovery are a particularly pressing matter for the Class due to fact that its losses are disproportionately concentrated among the Class’s most elderly members (who participated in the Plan for the longest periods of time). For example, since the case was filed, one named plaintiff, Reverend A. Offord Carmichael, and an unknown number of Class Members have died while waiting to receive significant recovery.

Rule 23(e)(2)(C)(ii): The Effectiveness of Any Proposed Method of Distributing Relief to the Class. The proposed method of distributing relief from both Settlements is the gold standard—Settlement Class Members need not submit a claim, they will simply receive a pro rata share based on the portion of their account balance on June 30, 2021 (the last quarter before the true value of the Plan was revealed) as compared to the total value of all Class Member’s account balances on the same date. AME Agmt. ¶ 4.1; Newport Agmt. ¶ 4.1. Other courts have agreed that “automatically obtaining relief” satisfies this factor. *See Moeller v. Week Publications, Inc.*, 649 F. Supp. 3d 530, 542 (E.D. Mich 2023) (proposed method, “including the processing of its claims, is effective because it ensures that each member of the Class will automatically obtain relief”);

¹⁷ The Sixth Circuit has recognized that class settlements are “particularly sensible” when they eliminate the possibility of a “Pyrrhic” victory that might create a “downward spiral of [defendants’] financial position.” *UAW*, 497 F.3d at 632.

Thomsen, 639 F. Supp. 3d at 768 (same).

Class Counsel will work with the Administrator as needed to ensure that the Plan of Distribution in both Agreements is effectuated properly. Lee Decl. ¶¶ 47-48. *See also In re Polyurethane Foam Antitrust Litig.*, 135 F. Supp. 3d 679, 686 (N.D. Ohio 2015) (“An allocation formula need only have a reasonable, rational basis, particularly if recommended by experienced and competent class counsel.”).

Rule 23(e)(2)(C)(iii): The Terms of Any Proposed Attorneys’ Fee. Class Counsel will petition the Court for an award of attorneys’ fees up to one-third of the combined Settlement Amounts. This percentage is well within the range of typical attorneys’ fees awards in the Sixth Circuit. *See, e.g., Stewart v. Baptist Mem’l Health Care Corp.*, 2024 WL 4360602, at *8 (W.D. Tenn. Sept. 30, 2024) (approving an award of one-third of the gross amount of the settlement fund and collecting cases). The AME Defendants and Newport will have the opportunity to oppose some or all of this award. Newport Agmt. ¶ 2.16.

Moreover, the Settlement Amounts will be held in an interest-bearing trust account (the Qualified Settlement Fund) to allow the funds to begin increasing in value immediately before they are transferred to the Qualified Trust. The interest earned from these trust accounts will be used to pay for the Notice and Administration Expenses, and the additional interest earned will be added to the Settlement Amounts for disbursement. Lee Decl. ¶¶ 40-41; AME Agmt. ¶¶ 2.16, 2.23. In the unlikely event that the Notice and Administration Expenses exceed the accrued interest of the Qualified Settlement Fund, the AME Defendants are responsible for those additional expenses, AME Agmt. n.1, meaning that no portion of the Settlement Amounts will pay for Notice and Administration Expenses because the Settling Parties are proposing a single notice for both Settlements.

Rule 23(e)(2)(C)(iv): Any agreement required to be identified under Rule 23(e)(3). Rule 23(e)(3) requires the Parties to “file a statement identifying any agreement made in connection with the proposal.” Fed. R. Civ. P. 23(e)(3). Here, there are none.

C. The Proposed Settlements Have No Obvious Deficiencies and Treats Class Members Equitably.

Rule 23(e)(2)(D) requires a court to determine if the “proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(E)(2)(D). The recovery resulting from the Settlements constitute a significant and certain benefit for Settlement Class Members. The Plan of Distribution will ensure that all members of the Class will be treated fairly and equitably; each Class Member’s share of the Settlement Amount will be calculated with the same methodology and will be transferred to their account in the Qualified Trust at the same time. *See* AME Agmt. ¶ 4.1; Newport Agmt. ¶ 4.1. Settlement Class Members, so long as they are eligible to take distributions from their retirement accounts, will all be able to begin taking distributions at the same time. *Id.*; *see also* Lee Decl. ¶¶ 45-47, 55.¹⁸ Additionally, nothing in the negotiations between the Settling Parties or in the terms of the Agreements themselves present any grounds to doubt the fairness of the Settlements. Rather, the substantial relief, the arm’s-length nature of the negotiations, and the participation of sophisticated Class Counsel support a finding that the Settlements have no obvious deficiencies and treat all Class Members fairly.

D. The Proposed Settlements Satisfy the *UAW* Factors

After the 2018 Amendments to the Federal Rules, only four *UAW* factors are not already

¹⁸ There are 15 Class Members who took distributions after June 30, 2021 and prior to the Plan’s assets being frozen. Those 15 will not receive a distribution right now, but to ensure that they are treated the same as all other Class Members, if future settlements or judgments provide for distributions that exceed the present value of June 30, 2021 balances, they can and will participate in those distributions.

covered by the Rule 23(e) factors—“the complexity, expense, and likely duration of litigation; the opinions of class counsel and class representatives; the reaction of absent class members; and the public interest.” *Family Dollar*, 2023 WL 7112838, at *12. Each supports preliminary approval.

Factor 2: The Complexity, Expense, and Likely Duration of the Litigation. This case involves two dozen defendants, dozens of claims, and cross and third-party claims covering facts that date back to 2001. It is incredibly complex as this Court is well aware. Class Counsel have devoted thousands of hours to litigating this Action and the litigation with the AME Defendants and Newport likely would have continued for a long time had these agreements not been reached now. “Absent settlement, it would have likely continued for a considerable time.” *Family Dollar*, 2023 WL 7112838, at *12. Although this litigation will continue against the Non-Settling Defendants, this principle still applies to Class Counsel’s and the Court’s risk and burden as to AME Defendants and Newport. This factor favors approval.

Factor 5: The Opinions of Class Counsel and Class Representatives. “The endorsement of the parties’ counsel is entitled to significant weight, and supports the fairness of the class settlement.” *UAW v. Ford Motor Co.*, 2008 WL 4104329, at *26 (E.D. Mich. Aug. 29, 2008). Here, Class Counsel believe that the Settlements have no deficiencies and treats Settlement Class Members equitably. Lee Decl. ¶ 58. Likewise, this factor favors approval.

Factor 6: The Reaction of Absent Class Members. This factor is “neutral because the proposed settlement is in the prenotice stage.” *Green v. Platinum Rests. Mid-Am. LLC*, 2022 WL 1240432, at *5 (W.D. Ky. Apr. 27, 2022). Class Members will have the ability to opt out or object to both settlements at the final approval hearing. AME Agmt. ¶ 8; Newport Agmt. ¶ 8.

Factor 7: The Public Interest. “There is a strong public interest in encouraging settlement of complex litigation and class action suits because they are ‘notoriously difficult and

unpredictable’ and settlement conserves judicial resources.” *Cardizem II*, 218 F.R.D. at 530 (quoting *Granada Invs. v. DWG Corp.*, 962 F.2d 1203, 1206 (6th Cir. 1992)). Settlement between Plaintiffs and the AME Defendants and between Plaintiffs, the AME Defendants, and Newport is the first step in providing relief to the Settlement Class and resolving this entire Action. Finally, this factor favors approval.

II. Plaintiffs’ Responses to the Court’s February 11, 2025 Questions.

Plaintiffs hereby provide specific responses to the questions and topics raised by the Court in its February 11, 2025 Order on Additional Briefing. (ECF No. 726).

1. What is the proper measure of each settling Defendant’s ability to pay or satisfy a judgment, and how did Plaintiffs arrive at their assessment on that point?

Under both the Rule 23(e) and *UAW* factors, courts in this Circuit consider a defendant’s ability pay and “the Court, like Class Counsel, must measure success in light of the practical realities of a defendants’ financial condition.” *Brandenburg v. Cousin Vinny’s Pizza, LLC*, 2019 WL 6310376, at *4 (S.D. Ohio Nov. 25, 2019). However, based on Plaintiffs’ research, courts do not appear to use a single economic measure to determine a Defendant’s ability to pay or satisfy a judgment. Some relevant considerations for courts are whether a judgment would be part of a “continuing downward spiral of the companies’ financial position.” *UAW*, 497 F.3d at 632, or the size of the total damages as a percentage of a company’s market capitalization. *In re Cendant Corp. Litig.*, 264 F.3d 201, 240-41 (3d Cir. 2001) (acknowledging “there is inevitably a measure of speculation involved in this determination” but holding that “possibility of bankruptcy is quite real”).

Here, Plaintiffs believe that the measure of a defendant’s ability to pay is specific to that defendant. Plaintiffs also believe that their assessment of the Settling Defendants’ ability to pay implicates attorney work product and therefore are concerned about waiving any applicable

privileges by discussing their assessment in a publicly available filing. Class Counsel, however, has prepared a declaration detailing their investigation into the AME Defendants' ability to pay¹⁹ and requests permission to submit the declaration to the Court for in camera review, or to discuss Plaintiffs' assessment of the Settling Defendants' ability to pay in chambers on March 18.

2. *The Second Amended Complaint alleges claims on behalf of Plaintiffs individually, derivatively on behalf of the Plan, and on behalf of the Class defined in the pleadings. Do the settlements, either in whole or in part, provide relief to Plaintiffs individually, derivatively on behalf of the Plan, or on behalf of the Class? If so, please specify.*

The Settlements provide relief on behalf of the Settlement Class and resolve all of Plaintiffs' claims, direct, derivative, or otherwise, against the Released Parties. The Settlement Amounts will be distributed according to the Plan of Distribution.

3. *The Second Amended Complaint alleges claims for "emotional harm damages" and punitive damages. The AMEC settlement provides for a payment of \$20 million total, which will apparently become an asset of the Plan. Does the amount include payment for "emotional harm" and/or punitive damages allegedly owed to Plaintiffs and/or plan participants? If so, please specify.*

The Settlement Amounts in both Settlements do not specifically delineate which portion of the Amounts relate to specific types of harms suffered by Class Members. Rather, the Settlement Amounts resolve *all* claims against the Released Parties.

4. *The AMEC settlement calls for all proceeds of the settlement to be held in trust, pending the establishment of a new fund to hold the assets of the so-called Legacy Fund. Is it Plaintiffs' intention to deposit other funds recovered in this action in such a trust?*

Yes. Plaintiffs intend that if any other settlements are reached in this litigation, the funds would first be placed in a Qualified Settlement Fund like is being done with the AME and Newport Settlement Amounts here, and then all funds would be transferred into a Qualified Trust in a Qualified Trust operated by Disciplina after obtaining final approval of those settlements.

¹⁹ Plaintiffs do not believe that Newport's ability to pay is a factor warranting consideration at this stage.

5. *Do the amounts potentially recovered by AMEC, either in the judicial proceedings or arbitration, including AMEC's tentative settlement with Newport, represent damages claimed on behalf of the Plan itself, damages claimed on behalf of the AMEC Defendants, or both?*

The AME Defendants are not recovering any of the \$40 million Settlement Amount from Newport. Rather, the Newport Settlement Amount is going solely to the Qualified Trust to be administered to Settlement Class Members, after deductions for any attorneys' fees and costs awards and service awards for the Plaintiffs.

6. *When will plan participants be permitted to access the funds being paid as part of the settlements?*

Upon entry of the Final Approval Order and Judgment of the Settlements, the Net Settlement Amount will be transferred into the Qualified Trust. Lee Decl. at ¶ 47. Once the Net Settlement Amount is in the Qualified Trust, Settlement Class Members will be able to immediately access their funds by taking a distribution if they are eligible for one of the Plan's distribution events (age, hardship, etc.). AME Agmt. ¶ 4.1.2; Newport Agmt. ¶ 4.1.2.

7. *As part of the AMEC settlement agreement between Plaintiffs and the AMEC Defendants, AMEC has "agreed to formally wind down and close the AMEC Department of Retirement Services and to transfer the Plan funds currently held at Symetra (to the extent permitted by federal tax law) to the Qualified Trust." Pls.' Mem. in Support Mot. for Approval 6 (ECF No. 628). When will that transfer occur?*

Plaintiffs and AMEC expect that transfer will occur within 30 days of Preliminary Approval.

8. *What will happen to the Legacy funds that remain with Symetra? If the funds currently held by Symetra cannot be moved to the Qualified Trust, can they be moved to another similar financial institution that provides a higher rate of return on the funds?*

Those funds will be moved to the Qualified Trust, which Plaintiffs and AMEC expect that transfer will occur within 30 days of Preliminary Approval.

9. *From what source will Plaintiffs' attorney's fees and service awards be paid?*

Plaintiffs' attorney's fees, costs, and service awards will be paid from the Settlement

Amounts. Newport Agmt. ¶ 5.1. Further, Class Counsel reserves the right to petition for additional awards of attorneys' fees, costs, or service awards from any future recovery from the Non-Settling Defendants.

III. The Court Should Conditionally Certify the Proposed Class.

To preliminarily approve the Settlements, the Court must find that it will likely be able to certify the class for purposes of judgment on the proposal.²⁰ Fed. R. Civ. P. 23(e)(1)(B)(i)-ii). Under Rule 23, class actions may be certified for settlement purposes only. *See, e.g., Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A court may grant certification for settlement purposes when the proposed settlement class satisfies the four prerequisites of Rule 23(a) (numerosity, commonality, typicality and adequacy), as well as one of the three subsections of Rule 23(b). *See In re Packaged Ice Antitrust Litig.*, 2010 WL 5638219, at *1 (E.D. Mich. Sept. 2, 2010).

A. The Requirements of Rule 23(a) Are Satisfied.

1. Numerosity (Fed. R. Civ. P. 23(a)(1))

This factor requires that the class be so numerous as to make joinder of its members “impracticable.” Here, there are approximately 4,452 Class Members, pastors and other personnel of AME churches, spread across the country. “While no strict numerical test exists, ‘substantial’ numbers of affected consumers are sufficient to satisfy this requirement.” *Young v. Nationwide Mut. Ins. Co.*, 693 F.3d 532, 541 (6th Cir. 2012) (internal citations omitted). As a result of the large number of members of the Settlement Class and their geographic distribution throughout the United States, joinder is impracticable.

²⁰ If final approval is not granted, the AME Defendants and Newport retain the right to challenge class certification. AME Agmt. ¶ 10.8; Newport Agmt. ¶ 10.8.

2. Commonality (Fed. R. Civ. P. 23(a)(2))

Commonality under Fed. R. Civ. P. 23(a)(2) requires only a single factual or legal issue common to all class members. *Hicks v. State Farm Fire and Casualty Co.*, 965 F.3d 452, 458 (6th Cir. 2020); *In re Whirlpool Corp. Front-Loading Washer Prod. Liab. Litig.*, 722 F.3d 838, 853 (6th Cir. 2013). There are numerous factual and legal issues common to Class Members regarding AME, including that: (1) all Class Members were employees of the AME Church and were participants in the Plan; (2) all Class Members suffered the same type of financial loss; (3) the AME Defendants owed the same fiduciary duties to all Class Members; and (4) the AME Defendants owed the same duty of care to all Class Members regarding the Plan. Similarly, there are numerous factual and legal issues common to Class Members and Newport, including that: (1) Newport was the Third-Party Administrator for the Plan in which all Class Members were participants; (2) Newport owed the same duty of care to all Class Members regarding the Plan; and (3) Newport owed the same standard of professional care to all Class Members. Commonality is satisfied.

3. Typicality (Fed. R. Civ. P. 23(a)(3))

The proposed class representatives' claims are typical under Fed. R. Civ. P. 23(a)(3) if those claims are based on the same course of conduct as those of other class members and the same legal theory. *Yost v. First Horizon Nat. Corp.*, 2011 WL 2182262, at *8 (W.D. Tenn. June 3, 2011) (citing *In re Am. Med. Sys., Inc.*, 75 F.3d 1069, 1082 (6th Cir. 1996)). Here, Settlement Class Members' claims are based on the same challenged conduct and the same theories of breach and negligence against the AME Defendants and the same theories of fraudulent misrepresentation, fraudulent concealment, civil conspiracy, aiding and abetting breach of fiduciary duty, and professional negligence against Newport. The Class Representatives seek the same damages as the absent

Settlement Class Members. Typicality is satisfied.

4. Adequacy (Fed. R. Civ. P. 23(a)(4))

Adequacy under Fed. R. Civ. P. 23(a)(4) requires that class counsel and the class representatives vigorously pursue the interests of the absent class members and share common interests. *Busby v. Bonner*, 466 F. Supp. 3d 821, 833 (W.D. Tenn. 2020) (citing *In re Am. Med. Sys.*, 75 F.3d at 1083). The Sixth Circuit “looks to two criteria for determining whether the representative of the class will be adequate: 1) The representative must have common interests with unnamed members of the class, and 2) it must appear that the representatives will vigorously prosecute the interests of the class through qualified counsel.” *Senter v. Gen. Motors Corp.*, 532 F.2d 511, 524-25 (6th Cir. 1976). Courts “review[] the adequacy of class representation to determine whether class counsel are qualified, experienced and generally able to conduct the litigation.” *Nationwide*, 693 F.3d at 543.

Here, Class Counsel were appointed by the Court to represent the consolidated plaintiff actions in the MDL on an interim basis. (ECF No. 68). Class Counsel are eminently qualified by decades of experience prosecuting complex class actions and managing the attendant settlements. Class Counsel have dedicated millions of dollars in their time and hundreds of thousands of dollars of expenses litigating on a contingent basis on behalf of the Class in these complex consolidated actions. Similarly, the named Plaintiffs (the proposed Class Representatives) have gone above and beyond in fulfilling their duties to the Class throughout the litigation and have carried the burden of their discovery and other obligations. The named Plaintiffs initially stepped forward to represent their fellow pastors and elders following a shocking and devastating loss. They bravely acted as the faces of the lawsuit against an institution with which they have a deep and sincere spiritual attachment and against defendants with immense resources. Lee Decl. ¶¶ 56-57. Since then, they

have sat for depositions, attended depositions of many key witnesses, provided information and insight into the structure and governance of the AME Church, continually requested and received updates throughout the course of the litigation, and raised questions and concerns at various stages for the purpose of ensuring the best interests of the Class are in mind. *Id.*

Class Counsel and the named Plaintiffs have no conflicts of interest with the absent members of the Settlement Class they seek to represent. To render counsel or a class representative inadequate, a conflict must be fundamental, central to the lawsuit, and nonspeculative. *See In re Polyurethane Foam Antitrust Litig.*, 314 F.R.D. 226, 238-41 (N.D. Ohio 2014) (“to forestall class certification the intra-class conflict must be so substantial as to overbalance the common interests of the class as a whole”); *Int’l Union v. Ford Motor Co.*, 2006 WL 1984363, at *20 (E.D. Mich. July 13, 2006) (“[O]nly a conflict that goes to the very subject matter of the [claims] will defeat a party’s claim to representative status”).

Fed. R. Civ. P. 23(g) also requires the Court to examine the capabilities and resources of class counsel to determine whether they will provide adequate representation to the class. Here, the proposed Settlement Class is represented by counsel with extensive experience in complex class action litigation. *See Marcus v. Kan. Dep’t of Revenue*, 206 F.R.D. 509, 512 (D. Kan. 2002) (“In absence of evidence to the contrary, courts will presume the proposed class counsel is adequately competent to conduct the proposed litigation.”). Class Counsel have vigorously prosecuted the class claims for almost three years through extensive discovery and have provided the resources necessary to do so. The Court should appoint them as Settlement Class Counsel.

B. The Proposed Settlement Class Satisfies Rule 23(b)(3).

The proposed Settlement Class also satisfies the requirements of Rule 23(b). Specifically, common questions predominate over any questions affecting only individual members; and class

resolution is superior to other available methods for the fair and efficient adjudication of the controversy. *Amchem*, 521 U.S. at 615.

1. Common Questions of Fact and Law Predominate.

Predominance is satisfied here. “Rule 23(b)(3) does not mandate that a plaintiff seeking class certification prove that each element of the claim is susceptible to classwide proof.” *Whirlpool*, 722 F.3d at 859. Instead, “a claim will meet the predominance requirement when there exists generalized evidence which proves or disproves an element on a simultaneous, class-wide basis, since such proof obviates the need to examine each class member’s individual position.” *In re Cardizem CD Antitrust Litig.*, 200 F.R.D. 297, 307 (E.D. Mich. 2001) (“*Cardizem I*”). Common questions need only predominate; they need not be dispositive of the litigation. *Id.* “[T]he ‘mere fact that questions peculiar to each individual member of the class action remain after the common questions of the defendant’s liability have been resolved does not dictate the conclusion that a class action is impermissible.’” *Cason-Merenda v. VHS of Mich. Inc.*, 296 F.R.D. at 535 (quoting *Powers v. Hamilton Cnty. Public Defender Comm.*, 501 F.3d 595, 619 (6th Cir. 2007)). Further, the Supreme Court has instructed that “Rule 23(b)(3) requires a showing that *questions* common to the class predominate, not that those questions will be answered, on the merits, in favor the class.” *Amgen, Inc. v. Conn. Ret. Plans & Tr. Funds*, 568 U.S. 455, 459 (2013).

This case focuses on both common issues of fact and law. The AME Defendants’ liability could be determined by class-wide proof as to the material elements, given that the same course of alleged conduct by the AME Defendants—the same supervision, management, and oversight of the Plan—forms the basis of all Class Members’ claims. Newport’s liability similarly could be determined by class-wide proof as to the material elements, given that the same course of alleged conduct by Newport—the same representations, assistance, conspiring, and accounting—forms

the basis of all Class Members' claims. The predominance requirement for a settlement class is met here as "[a]ll claims arise out of the same course of defendants' conduct; [and] all share a common nucleus of operative fact, supplying the necessary cohesion." *In re Am. Int'l Grp. Inc. Sec. Litig.*, 689 F.3d 229, 240 (2d Cir. 2012) (quotation omitted).

2. A Class Action is the Superior Method to Adjudicate These Claims.

Rule 23(b)(3) also requires that a class action be superior to other available methods of fairly adjudicating the controversy. The superiority of class certification is measured by consideration of certain factors, including: the class members' interests in controlling the prosecution of individual actions; the extent and nature of any litigation concerning the controversy already begun by or against class members; the desirability of concentrating the litigation of various claims in the particular forum; and the likely difficulties in managing a class action. *See Dillworth v. Case Farms Processing, Inc.*, 2010 WL 776933, at *4 (N.D. Ohio Mar. 8, 2010).

By the nature of the claims at issue and the number of individuals and defendants, a class action is the superior method for adjudication. Moreover, the remedy achievable by an individual plaintiff is disproportionate to the costs of litigating an individual claim. Not only has this case already been consolidated in recognition of the potential for multiple inconsistent rulings across different jurisdictions, but the treatment of this case as a class action affords the proposed class the best opportunity to receive a fair resolution while acting as the most efficient use of the Court's resources. The interests of members of the proposed Settlement Class individually controlling the prosecution of separate claims are outweighed by the efficiency of the class mechanism. *See Cardizem I*, 200 F.R.D. at 325-26 (finding that class action is superior because it ensures fair and efficient adjudication). Settling this case as a class action will conserve both judicial and private resources and would hasten the members of the Settlement Class's recoveries.

IV. The Court Should Authorize Dissemination of Notice to the Class.

Rule 23(c)(2)(B) requires a certified class to receive “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Similarly, Rule 23(e)(1) requires a court to “direct notice in a reasonable manner to all class members who would be bound by the proposal.” *See also Gooch v. Life Inv. Ins. Co. of Am.*, 672 F.3d 402, 423 (6th Cir. 2012) (All that notice must do “is fairly apprise . . . prospective members of the class of the terms of the proposed settlement so that class members may come to their own conclusions about whether the settlement serves their interests”) (internal quotation marks and citations omitted). The notice may be provided by “United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2). The Notice Plan here for both Settlements readily meets these standards, especially for a proposed Class for whom contact information and records are available from the AME Defendants.

V. The Court Should Appoint Verita as Settlement Administrator.

Plaintiffs ask the Court to appoint Verita Global, LLC as the Administrator to oversee the administration of the Settlement, including issuing Class Notice to the Class and administering and calculating the allocation of each Class Members’s pro rata share of the Net Settlement Amount and the proportionate payment of the Legacy Fund. AME Agmt. ¶¶ 2.3, 4.2; Newport Agmt. ¶¶ 2.4, 4.2. Verita is an experienced settlement administration firm with sophisticated technological capabilities and is staffed by personnel well-versed in class action litigation. Verita, with oversight from proposed Class Counsel and with assistance as necessary from the AMEC Department of Retirement Services, will handle all aspects of identifying and providing notice to potential members of the Settlement Class, receiving and handling opt-outs, calculating the allocations of Class Members’ proportional shares of the Net Settlement Amount, and overseeing

the distribution of the settlement proceeds to the Settlement Class. AME Agmt. ¶¶ 4.2, 7.2-7.4, 8.1-8.2.4; Newport Agmt. ¶¶ 4.2, 7.2-7.4, 8.1-8.2.4; Lee Decl. ¶¶ 47-48

VI. The Court Should Schedule a Fairness Hearing to Approve the Settlements.

The last step in the settlement approval process is the fairness hearing at which the Court may hear all evidence necessary to evaluate the proposed Settlement. At that hearing, proponents of the Settlements may explain and describe their terms and conditions and offer argument in support of the Settlement’s approval, and members of the Class or their counsel may be heard regarding the proposed Settlement if they choose. Plaintiffs respectfully request that the Court enter an Order providing for the following schedule:

Event	Deadline
Settlement Administrator to disseminate Notice (“Notice Date”)	Thirty (30) days after entry of the Preliminary Approval Order
Deadline to file Motion for Attorneys’ Fees, Costs, and Service Awards	Thirty (30) days after the Notice Date
Deadline for Class Members to submit Objections (“Objection Deadline”)	Sixty (60) days after the Notice Date
Deadline for Class Members to submit Requests for Exclusion (“Opt-Out Deadline”)	Sixty (60) days after the Notice Date
Deadline to file Motion for Final Approval of the AME Settlement and the Newport Settlement	Fourteen (14) days prior to the Fairness Hearing
Deadline to respond to Objections to final approval of the AME and/or Newport Settlements	Fourteen (14) days prior to the Fairness Hearing
Fairness Hearing	Ninety (90) days after the Notice Date

CONCLUSION

For the reasons set forth above and in the accompanying materials, Plaintiffs, the AME Defendants, and Newport respectfully request that the Court enter an order: (1) granting preliminary approval of the proposed Settlements; (2) holding that it will likely certify, for settlement purposes, the Settlement Class; (3) appointing Plaintiffs as Class Representatives representing the Settlement Class; (4) appointing Milberg Coleman Bryson Phillips Grossman, PLLC, Osborne & Francis Law Firm, PLLC, Stranch Jennings & Garvey, PLLC, Kantor & Kantor, LLC, Lieff Cabraser Heimann & Bernstein, LLP, Blue, LLP, Wright & Schulte, LLC, and the AARP Foundation as Class Counsel for the Settlement Class; (5) approving the Parties' proposed Notice Plan, including the proposed Long Form Notice, and directing that notice be disseminated pursuant to such Notice Plan and Federal Rules of Civil Procedure 23(c) and (e)(1); (6) appointing Verita Global LLC as Administrator for the Settlement and directing it to carry out the duties and responsibilities of the Administrator specified in the Agreement; (7) setting deadlines for Settlement Class Members to request exclusion from the Settlements and to object to the Settlements; and (8) scheduling a Fairness Hearing and certain other dates in connection with the final approval of the Settlements pursuant to Federal Rule of Civil Procedure 23(e)(2).

Dated: March 4, 2025.

<u>Interim Co-Lead Counsel</u>	
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<u>Plaintiff's Steering Committee</u>	
<p>Susan L. Meter KANTOR & KANTOR LLP 19839 Nordhoff Street Northridge, CA 91324 818-886-2525 Fax: 818-350-6274 smeter@kantorlaw.net</p>	<p>Kenneth S. Byrd LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 222 2nd Ave S Nashville, TN 37210 615-313-9000 Fax: 615-313-9965 kbyrd@lchb.com</p>
<p>Dhamian Blue BLUE LLP P.O. Box 1730 Raleigh, NC 27602 919-833-1931 Fax: 919-833-8009 dab@bluellp.com</p>	<p>Richard Schulte WRIGHT & SCHULTE LLC 865 S. Dixie Dr. Vandalia, OH 45377 937-435-9999 Fax: 937-435-7511 rschulte@yourlegallhelp.com</p>
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EXHIBIT A

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between Plaintiffs Rev. Pearce Ewing, Rev. Charles R. Jackson, Presiding Elder Cedric V. Alexander, Rev. Derrell Wade, Rev. Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Rev. Marcius King, Rev. Matthew Ewing, Rev. A. Offord Carmichael, Jr., and Rev. Diane Conley (“Plaintiffs”), for themselves and the Settlement Class (as defined below), on the one hand, and African Methodist Episcopal Church (“AME Church”) and African Methodist Episcopal Church, Inc., AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board and AMEC Council of Bishops (“AME Defendants”), on the other hand. Plaintiffs and AME Defendants are referred to collectively in this Agreement as the “Settling Parties.” The Agreement does not release any claims or cross-claims that Plaintiffs or the AME Defendants have against any other party in the Action.

1.0 RECITALS

1.1 In 1964, AME Church established the AMEC Retirement Plan, which became known as the African Methodist Episcopal Church Ministerial Retirement Annuity Plan, and which was intended to constitute a qualified Internal Revenue Code (“IRC”) Section 401(a) Church-sponsored retirement plan.

1.1.1 The purpose of the Annuity Plan was to provide annuity coverage to certain personnel of the AME Church, including but not limited to bishops, general officers, college presidents, deans of theological seminaries, itinerant elders and salaried personnel of the connectional departments of the AME Church, and church pastors and ordained ministers.

1.1.2 Contributions on behalf of participants were due at each Annual Conference and Mid-Year Convocation and remitted and reported by the respective presiding elders to the Department of Retirement Services.

1.2 By General Conference of 1996, the AME Church established the African Methodist Episcopal Church Retirement Plan for Pastors and Presiding Elders, effective as of January 1, 2000, which was intended to constitute a qualified IRC Section 403(b) Church-sponsored retirement plan.

1.2.1 This Retirement Plan was designed to provide retirement contributions for certain pastors and presiding elders through annual allocations from the General Budget Fund at no cost to participants.

1.3 In accordance, certain eligible personnel of the AME Church received benefits pursuant to the 401(a) Plan and the 403(b) Plan as sponsored by the AME Church. For all relevant intents and purposes, from 2000 to 2021, both Plans were being administered collectively by the Department and referred to as “the Plan.”

1.4 From 2000 to 2021, Jerome V. Harris was successively elected as the Executive Director of the Department of Retirement Services.

1.5 Upon his retirement, at the last General Conference in which he delivered his report, Harris announced that the Plan value as of fiscal year end for 2021 was \$128,342,168.19. Harris represented that the Plan’s assets were held and invested in annuities purchased through Symetra.

1.6 However, during the transition of the newly elected Director of Retirement Services in the fall of 2021, it was discovered the Plan only had two verifiable assets – a Symetra annuity account and real estate in Florida. The Symetra annuity account balance as of June 30, 2021 was \$36,922,791.11, and the real estate in Florida had a book value of \$1,500,000.00.

1.7 On March 4, 2022, Plaintiff Pearce Ewing filed a lawsuit against AME Church, among others, in the Western District of Tennessee, Case No. 2:22-cv-02136 (W.D. Tenn.).

1.8 Five additional lawsuits were filed shortly thereafter, and on June 2, 2022, the United States Judicial Panel on Multidistrict Litigation centralized the six pending actions and transferred to the

Western District of Tennessee for coordinated pretrial proceedings (“AME Church Employee Retirement Fund Litigation”).

1.9 Thereafter, on August 19, 2022, Plaintiffs filed a Consolidated Amended Complaint against AME Defendants, among others, asserting claims individually and on behalf of a putative class. Plaintiffs asserted the following causes of action against AME Defendants: (1) breach of fiduciary duty; (2) violation of Tennessee Trust Code; (3) negligence; (4) fraudulent concealment; (5) fraudulent misrepresentation; (6) breach of contract; (7) promissory or equitable estoppel; and (8) tort of outrage.

1.10 On September 19, 2022, AME Defendants moved to partially dismiss Plaintiffs’ Consolidated Amended Complaint. On October 18, 2022, AME Defendants answered Plaintiffs’ breach of fiduciary duty and negligence claims.

1.11 On February 6, 2023, Plaintiffs and AME Defendants, Defendant Newport Group, Inc., Defendant Symetra Life Insurance Company, Defendant Dr. Jerome V. Harris, and Defendant Robert Eaton mediated with Hon. Janice M. Holder (Ret.).

1.12 On March 17, 2023, the Court granted in part, denied in part, the AME Defendants’ partial Motion to Dismiss. Of the causes of action asserted against the AME Defendants, only breach of fiduciary duty and negligence remained.

1.13 On May 4, 2023, Plaintiffs and AME Defendants mediated for a second time before Justice Holder.

1.14 On July 30, 2024, the Settling Parties mediated their claims before Justice Holder and continued those discussions over several subsequent days before reaching an agreement on the material terms of the Settlement. The Settling Parties continued to engage in arm’s length settlement negotiations with Justice Holder.

1.15 On August 29, 2024, after two years of extensive discovery and evidentiary proceedings in the Action, Plaintiffs filed their Second Consolidated Amended Complaint. In the Second Consolidated Amended Complaint, Plaintiffs assert: (1) breach of fiduciary duty; (2) negligence; (3) fraudulent concealment; and (4) breach of contract claims against AME Defendants, individually, derivatively on behalf of the Plan, and on behalf of a putative class.

1.16 Those settlement discussions have occurred in three separate sessions of mediation over the past eighteen months and multiple conversations between Plaintiffs' Counsel and AME Defendants' Counsel.

1.17 On August 31, 2024, the Parties entered into a Memorandum of Understanding ("MOU") regarding the settlement in principle, the terms of which are intended to be incorporated into this Agreement.

1.18 On November 25, 2024, Plaintiffs and the AME Defendants jointly moved to dismiss Plaintiffs' claims against Defendants Bishop James L. Davis and Bishop Samuel L. Green without prejudice.

1.19 AME Defendants deny that they have any liability for the alleged violations and maintain that they would prevail on Plaintiffs' claims against them. Plaintiffs similarly believe they would prevail on their claims against the AME Defendants. Nevertheless, given the risk, uncertainties, burden, and expense of continued litigation between the Settling Parties, the Settling Parties have agreed to settle Plaintiffs' claims against the AME Defendants in the Action on the terms set forth in this Agreement, subject to the district court's approval.

1.20 Both Plaintiffs and AME Defendants have a complete understanding of the strengths and weaknesses of their respective cases, and have fully and exhaustively vetted the disputed issues, including collectability of a judgment against the AME Defendants. Plaintiffs' Counsel submit

that they have significant experience with class action claims, having represented plaintiffs in numerous putative class actions. Based on this experience, Plaintiffs' Counsel believes that Plaintiffs' claims against AME Defendants have merit. Plaintiffs' Counsel recognize and acknowledge, however, that prosecuting such claims through further fact and expert discovery, class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense.

1.21 This Agreement resulted from good-faith, arm's-length settlement negotiations after years of litigation and the involvement of third-party mediator over several mediation sessions.

1.22 Based on extensive discovery and the negotiations described above, Plaintiffs' counsel have concluded, taking into account the risks, uncertainty and cost of further prosecution of their claims against AME Defendants, and the benefits to be received by Class Members pursuant to this Agreement, that a settlement with AME Defendants on the terms set forth in this Agreement is fair, reasonable, and adequate, and in the best interests of Class Members.

1.23 The Settling Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any Settling Party or any other Party in the Action except to enforce the terms of the Agreement and is not an admission as to any legal issues, wrongdoing, or liability on the part of any party to this Agreement. The Settling Parties desire and intend to effect a full, complete, and final settlement and resolution of all existing disputes and claims they have against one another as set forth in this Agreement.

1.24 The settlement contemplated by this Agreement is subject to preliminary approval and final approval by the district court. The Settling Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to approval of

the district court, Plaintiffs' claims in this Action against AME Defendants shall be fully and finally settled.

2.0 DEFINITIONS

As used in this Agreement, the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

2.1 "Action" means the case captioned *In Re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-3035 (W.D. Tenn.). "Agreement" means this Settlement Agreement.

2.2 "Advisor" means Disciplina Group LLC, an independent professional investment advisor retained by the AME Church to invest the Tax-Qualified Trust into which the Settlement Amount and the Legacy AMEC Retirement Funds will be transferred. The Advisor shall not be an employee of the AME Church, and who shall be a fiduciary of the Plan and maintain adequate insurance coverage to cover potential losses in managing the Plan's assets in excess of \$60,000,000.

2.3 "Administrator" means Verita Global, LLC, a settlement administrator retained to assist in administering and implementing the Settlement and issuing Class Notice to the Settlement Class. The Administrator shall be an "administrator" within the meaning of Treasury Regulation § 1.468B-2(k)(3).

2.4 "Agreement" means this Settlement Agreement.

2.5 "AME Defendants' Counsel" means:

HUNTON ANDREWS KURTH, LLP Douglass P. Selby General Counsel of AME Church Bank of America Plaza, Suite 4100 600 Peachtree Street, NE Atlanta, GA 30308 T: 404.888.4000	BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC Bruce A. McMullen First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcullen@bakerdonelson.com
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dselby@huntonak.com Wendell Taylor 2200 Pennsylvania Avenue, NW Washington, DC 20037 T: 202.955.1500 wtaylor@huntonak.com	Mary Wu Tullis First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 mtullis@bakerdonelson.com
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2.6 “Class” means all persons residing in the United States who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Defendants are excluded from the Class.

2.7 “Class Counsel” means individually and collectively, the attorneys and law firms approved and appointed by the Court to represent the Settlement Class, including:

Matthew E. Lee MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 919-600-5000 Fax: 919-600-5035 mlee@milberg.com	Gregorio A. Francis OSBORNE & FRANCIS LAW FIRM, PLLC 433 Plaza Real, Suite 271 Boca Raton, FL 33432 (561) 293-2600 Fax: (561) 923-8100 gfrancis@realtoughlawyers.com
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Susan L. Meter KANTOR & KANTOR LLP	Richard Schulte WRIGHT & SCHULTE LLC

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2.8 “Class Member” means any person who is a member of the defined Class who does not timely and validly request exclusion from the Class.

2.9 “Class Notice” means the notice mailed to potential Class Members of the preliminary approval of this Agreement and of the proposed Settlement, as provided in Section 5.5.

2.10 “Court” means the United States District Court, Western District of Tennessee, Western Division, and the judge to whom the Action has been assigned.

2.11 “Days” means calendar days, unless otherwise noted. When a deadline or date in this Agreement falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

2.12 “Effective Date” shall be the first date after the last of the following dates: (i) the date upon which the time expires for filing a notice of appeal of the Court’s Final Approval Order, with no appeals having been filed; or (ii) if there is an appeal or appeals of the Final Approval Order, three (3) days after the date of entry of an order affirming the Final Approval Order without material modification, and the time for review of that order has run, or entry of an order dismissing the appeal(s).

2.13 “Final Approval Hearing” means the hearing held by the Court, at least ninety (90) days after the entry of Preliminary Approval to, (a) determine whether to grant final approval of this Agreement as fair, reasonable, and adequate; (b) consider any timely objections to this Agreement and all responses thereto; and (c) rule on any Fee and Cost Application.

2.14 “Final Approval Order and Judgment” means the order and judgment to be entered by the Court approving the Settlement as reasonable, adequate, and in the best interests of the Class Members, and fully and finally disposing of all claims asserted in the Action against Defendants. In the event that the Court issues separate orders addressing the matters constituting final settlement approval, the Final Approval Order includes all such orders.

2.15 “Legacy Fund” means that part of the African Methodist Episcopal Church Ministerial Retirement Annuity Plan as it existed prior to the effective date of AME Church’s new Plan with Wespath, with assets in Symetra annuities, real property in Key Marco, Florida, and recovery for losses on assets as asserted in the AME Church Employee Retirement Fund Litigation.

2.16 “Net Settlement Fund” means the Settlement Fund less (i) Notice and Administration Expenses¹ and (ii) any Fee and Expense Award and interest thereon.

2.17 “Objection Deadline” means 60 days following entry of the Preliminary Approval Order as defined below.

2.18 “Opt-Out Deadline” means 60 days following entry of the Preliminary Approval Order as defined below.

¹ These expenses may only be deducted from the Settlement Fund up to the amount of any interest earned while the Settlement Amount is held in the Qualified Settlement Fund prior to Final Approval. Any Notice and Administration Expenses in excess of that interest earned shall be paid by AME Defendants separate and apart from the Settlement Amount.

2.19 “Person” means any natural person, individual, corporation, limited liability company, association, partnership, trust, or any other type of legal entity.

2.20 “Plan of Distribution” means the plan or formula of allocation and distribution of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Class Members.

2.21 “Preliminary Approval Order” means the Order entered by the Court that grants the relief requested in the Motion for Preliminary Approval.

2.22 “Proposed Settlement” and “Settlement” mean the settlement described in this Agreement.

2.23 “Qualified Settlement Fund” means an interest-bearing tax-qualified trust account established for and held in trust for the sole benefit of the Class Members and for receipt of the Settlement Amount, as provided within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended.

2.24 “Qualified Trust” means the trust account that will be established by the AME Church to (1) operate the Legacy Fund and (2) into which the Net Settlement Amount will be transferred upon entry of the Final Approval Order and Judgment.

2.25 “Released Claims” means the claims released by Final Judgment, as defined in Section 11.1.

2.26 “Released Parties” means African Methodist Episcopal Church (“AME Church”) and African Methodist Episcopal Church, Inc., AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board and AMEC Council of Bishops and each of their former, past and present, direct and indirect, affiliates, departments, divisions, subdivisions, officers, directors, executives, employees, and attorneys. Released Parties does not include Dr. Jerome Harris and/or his Estate, along with all other Defendants aside from AME Defendants in this Action.

2.27 “Releasing Persons” mean Plaintiffs, all Class Members who do not properly and timely opt out of the Settlement Class, and their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, attorneys, agents and assigns, and all those who claim through a Class Member or who assert claims (or could assert claims) on a Class Member’s behalf.

2.28 “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Agreement.

2.29 “Settlement Amount” means Twenty Million Dollars (\$20,000,000) in cash adjusted to present value from August 2, 2024 to the date paid into the Qualified Settlement Fund and to be paid pursuant to Section 3.0. This is the total aggregate dollar amount that AME Defendants will be obligated to pay if the Settlement is approved by the Court, notwithstanding any Notice and Administrative Expenses in excess of the interest earned on the Settlement Amount while it is in the Qualified Settlement Fund. *See* FN 1.

2.30 “Settlement Class” means all Class Members who are not validly excluded and/or who have not timely opted out of this Settlement.

2.31 “Settlement Fund” means the Settlement Amount plus all interest, accretions, and earnings thereon. The Settlement Fund shall constitute a Qualified Settlement Fund.

2.32 “Settling Parties” means Plaintiffs, AME Defendants, and the Settlement Class.

2.33 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, and federal taxes.

2.34 “Third Party Administrator” or “TPA” means the company to be hired to administer the Legacy Fund when the assets of the Legacy Fund currently held at Symetra are unwound, liquidated, and transferred to the Qualified Trust.

2.35 “Unknown Claim” is defined in Section 9.2.

3.0 SETTLEMENT TERMS AND BENEFITS TO THE SETTLEMENT CLASS

3.1 Monetary Consideration: As a precondition of the Settlement, the Administrator will create or cause the creation of the Qualified Settlement Fund in an appropriate form that complies with applicable law. Upon or before establishment of the Qualified Settlement Fund, the Administrator shall apply for an employer identification number for the Qualified Settlement Fund utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide AME Defendants with that employer identification number on a properly completed and signed IRS Form W-9. If requested, the Administrator and AME Defendants shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the Qualified Settlement Fund as coming into existence as a Settlement Fund as of the earliest possible date.

3.2 As more fully set forth below, in accordance with the schedule below, the Settlement Fund payments provided by AME Defendants to the Administrator will be maintained by the Administrator in an Escrow Account to be held as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing escrow account.

3.3 A primary goal of the Qualified Settlement Fund shall be to ensure no adverse federal tax treatment to the Class Members and protection from claims of any of the Parties. AME Defendants shall then pay, or cause to be paid, the Settlement Amount into the Qualified Settlement Fund for

the benefit of the Class by wire transfer to a bank account identified by the Administrator. The Qualified Settlement Fund shall be an interest-bearing tax-qualified trust account established for and held in trust for the sole benefit of the Settlement Class Members. It is the Parties' intent that any interest gained on the account be first utilized to cover the costs and/or expenses of the Administrator. To the extent funds remain beyond that, the Parties desire for that interest to be allocated amongst the Class Members in accordance with the Plan of Distribution set forth in Section 4.1.

3.3.1 The Monetary Consideration shall be paid as follows: by no later than November 30, 2024, AME Defendants shall pay or cause to be paid **\$10,000,000** (ten million dollars) (the "Initial Deposit"). AME Defendants shall pay the balance of the Settlement Amount, **\$10,000,000** (ten million dollars), into the Qualified Settlement Fund by no later than May 30, 2025. The total Settlement Amount due by May 30, 2025 in this paragraph will be reflective of the present value from August 2, 2024 (factoring in the Initial Deposit payment made) to the date of payment and shall be increased to reflect that value.

(a) The Parties agree that any calculations relating to the present value of the Settlement Amount shall be based on the Federal Funds Rate on a daily basis from August 2, 2024 until the full Settlement Amount has been paid.

(b) AME Defendants agree that the Settlement Amount will not be funded in any way through assessments and/or budget raises to any local churches, annual conferences, or district conferences at any point in time, now or in the future.

(c) If the Settlement Amount is not timely paid in accordance to the above schedule, Class Counsel in its discretion may take all necessary action to enforce this Agreement. AME Defendants shall be liable for any costs, including additional interest, and reasonable attorneys' fees incurred by Class Counsel in enforcing the Settlement.

(d) Other than the AME Defendants' obligation to pay or cause to be paid the Settlement Amount into the Qualified Settlement Fund set forth in ¶ 4.1 herein, AME Defendants shall have no obligation to make any other payment into the Qualified Settlement Fund or otherwise, pursuant to this Agreement, and shall have no responsibility, obligation, or liability with respect to the Qualified Settlement Fund or the monies maintained therein or the administration of the Settlement, including, without limitation, any responsibility or liability for any fees, taxes, investment decisions, maintenance, supervision or distribution of any portion of the Settlement Amount. The limited exception to this is that if the interest earned by the Qualified Settlement Fund before distribution to the Class is insufficient to



cover the costs of the Administrator for Class Notice and settlement administration, AME Defendants will cover the excess amount owed to the Administrator.

(e) The Settlement Amount is the maximum aggregate amount AME Defendants shall be obligated to pay under this Agreement, if it is approved by the Court, except for potential Notice and settlement administration costs as noted above.

3.4 Business Practice Changes. AME Defendants agree that they have made or will make the following business practice changes as a term of the Settlement.

3.4.1 Complete a formal wind down and closure of the AMEC Department of Retirement Services by July 31, 2028.

(a) The Parties acknowledge that a new Executive Director of the AMEC Department of Retirement Services, Reverend Brian Blackwell, was elected at the 52nd Quadrennial Session of the AME General Conference, and that he shall manage and supervise the winding down and closure of the AMEC Department of Retirement Services consistent with the Agreement.

(b) Part and parcel to this closure, all of the Plan funds currently held at Symetra will be unwound and liquidated and the balance transferred to Qualified Trust, to the extent permitted by federal tax law, and held there for the benefit of Plan participants.

3.4.2 Adopt and implement the following:

(a) That the Department of Retirement Services will cease to exist by July 31, 2028.

(b) That the Plan investments currently held at Symetra are to be unwound and liquidated and transferred to the Qualified Trust.

(c) Except as set forth in the approved budget of the AME Church, no person or governing body in the AME Church shall assess or accept any type of administrative, service, operational, management, or other such fee related to the administration and management of the Plan.

(d) The only fees that may be payable from the Legacy Plan are those charged by the Administrator for the Qualified Settlement Fund (up to the amount of interest earned only), those charged by the Third Party Administrator, and those charged by the Advisor to the Qualified Trust for the regular administration, management, and investment of the Legacy Funds, once transferred to the Qualified Trust.

(e) That, as of August 2, 2024, the Plan is governed by the principles set forth in the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. § 1001, et seq.



3.4.3 As of August 24, 2024, the Plan ceased all administrative fees associated with it assessed by any person or governing body in the AME Church.

3.4.4 As of August 24, 2024, AME Defendants agreed that the Plan will be henceforth governed by the principles set forth in ERISA regulations.

3.4.5 As of August 24, 2024, AME Defendants agreed to ensure a process by which contributions are received from the local churches and transferred to Wespath for the purpose of ensuring that contributions are transferred as quickly, efficiently, and directly as possible for deposit with Wespath.

4.0 ADMINISTRATION AND CALCULATION

4.1 Plan of Distribution: The Settling Parties agree on the following principles of distribution of the Settlement Amount:

4.1.1 The calculation of the amount due to each Class Member from the Net Settlement Fund will be based on the ratio of the Class Member's account balance as of June 30, 2021 to the total value of all Class Member's account balances as of June 30, 2021, accounting for any distributions taken by participants between June 30, 2021 and the date those balances were retroactively calculated.. This calculation shall be made after entry of the order granting Final Approval.

4.1.2 It is the intent of this Agreement to allocate the Settlement Amount to restore losses to Class Member participants in the Plan. In no event shall any Class Member be entitled to a distribution prior to the transfer of the Settlement Amount to the Qualified Trust. Any request by a participant for a distribution of his or her account in the Qualified Trust shall be made and administered pursuant to the Plan's eligible distribution events.

4.2 The Administrator, pursuant to the Plan of Distribution and subject to such supervision and direction of Class Counsel with assistance as necessary from the Department of Retirement Services, and the Court as may be necessary or as circumstances may require, shall administer and calculate the allocation of each Class Members' pro rata share of the Net Settlement Amount and shall provide such calculation to the Third Party Administrator of the Legacy Fund for purposes of allocating each Class Member's proportionate share of the Settlement Amount to each participant's account in the Qualified Trust. Each participant's pro-rata payment shall be offset by past distributions to that participant, if applicable. The Administrator shall oversee the



distribution of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

4.3 The Net Settlement Amount shall be allocated to the Class Members substantially in accordance with the Plan of Distribution set forth in the Notice and approved by the Court.

4.4 The Advisor shall invest the Qualified Trust in a manner consistent with and compliant with the standards befitting an independent professional investment advisor. The Advisor shall be a fiduciary and maintain adequate insurance coverage in excess of \$60,000,000 to cover potential losses in managing plan funds.

4.5 The Administrator shall not disburse funds from the Qualified Settlement Fund except pursuant to and upon entry of the Final Approval Order and Judgment.

4.6 All funds held in the Qualified Settlement Fund shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

5.0 ATTORNEYS' FEES, REPRESENTATIONS, EXPENSES, AND SERVICE AWARDS

5.1 Attorneys' Fees and Costs. Class Counsel does not plan to make an application for attorneys' fees and costs or for payment of a service award to named Plaintiffs at this time. This is not a term of or consideration for this Agreement, and this statement of future intent is not binding on Class Counsel. At this time, Class Counsel expects to make such a request at such time as the full extent of the recovery available in this Action comes more clearly into focus. At that time, Class Counsel will move for an award of attorneys' fees based on the total consideration, award and/or judgment made available to the Class, inclusive of this settlement with the AME Defendants, as well as any settlements and/or judgment amounts against other Defendants, plus reimbursement of reasonable costs and expenses incurred in relation to their investigation of and



litigation of this Action, and for an appropriate service award for named-Plaintiffs under the circumstances. AME Defendants may choose to oppose some or all of Plaintiffs' request for fees. The Settling Parties agree not to appeal any Court award of attorneys' fees, costs, expenses, or service awards that is consistent with the foregoing limitations.

5.1.1 Except as provided for in this Section 5.1, the Settling Parties will bear their own attorneys' fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. AME Defendants' obligation to pay any attorneys' fees and costs to any person incurred on behalf of Plaintiffs and/or the Class in this Action shall be limited to the judicially approved amount established pursuant to this Section. In no event shall AME Defendants' aggregate liability under this Settlement, including attorneys' fees and costs, exceed the present value of \$20,000,000 (twenty million dollars) from August 2, 2024 (other than potential costs owed to the Administrator as set forth in Section 3.1.1(d)). Any allocation of fees between or among Class Counsel and any other person representing Plaintiffs of the Class shall be the sole responsibility of Class Counsel, subject to any alterations by the Court.

5.2 Settlement Independent of Award of Fees, Costs and Service Payments. The procedure for the allowance or disallowance by the Court of a Fee and Expense Application by Class Counsel is not part of the Settlement set forth in this Agreement. The Court's denial of any Fee and Expense Application in whole or in part shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination, and the Settling Parties shall request that the Court enter a finding pursuant to Rule 54(b) the Federal Rules of Civil Procedure with respect to the Judgment, and to address the request for approval of the Fee and Expense Application separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and shall further request that any order or proceeding relating to the Fee and Expense Application not affect the finality of the Court's Judgment approving this Agreement and the Settlement set forth herein.

5.3 Plaintiffs, the Settlement Class, and Class Counsel hereby waive, discharge and release AME Defendants from any and all claims for attorneys' fees, by lien, statute, or otherwise for legal services in connection with this Action, except as set forth herein. AME Defendants shall not be

responsible for and shall have no liability whatsoever with respect to the allocation, distribution, or apportionment of any award of attorneys' fees and expenses among Class Counsel or any other person who may assert a claim thereto.

6.0 PRELIMINARY APPROVAL

6.1 Order of Preliminary Approval. Within fourteen (14) days after the execution of this Agreement, Plaintiffs shall move the Court for entry of the Preliminary Approval Order. Pursuant to the motion for preliminary approval, Plaintiffs will request that the Court:

6.1.1 Find it will likely be able to approve the Settlement as fair, reasonable, and adequate;

6.1.2 Preliminarily certify the Class for settlement purposes only;

6.1.3 Approve the form, content, and manner of Class Notice and find that the notice program set forth in Section 7.0 of this Agreement constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

6.1.4 Direct that Class Notice be sent to all the Class Members;

6.1.5 Appoint Verita Global, LLC as Administrator;

6.1.6 Set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice to the Class Members;

6.1.7 Set the Objection Deadline and Opt-Out Deadline.

7.0 CLASS NOTICE

7.1 CAFA. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715, *et seq.*, within ten days after filing of Plaintiffs' motion for preliminary approval, AME Defendants shall send written notice of the Settlement to the Attorney General of the United States, appropriate state agencies, and any other appropriate government agencies. The Parties agree that the foregoing notices will satisfy the obligations of such Act.

7.2 Class Member Identification. As soon as practicable after Preliminary Approval, but in any event no more than ten (10) days after the execution of this Agreement, AME Defendants shall



provide the Administrator with access to their records for each Person reasonably believed to be a potential Class Member, the following information, if reasonably available: name, email address(es), last known mailing address, and participant account history and activity.

7.3 Timing of Class Notice. The Administrator shall disseminate Class Notice to potential Class Members not more than thirty (30) days after Preliminary Approval.

7.4 Mailing of Settlement Notice. The Administrator shall send the Mail Notice via first class mail to the list of persons generated through the process for Class Member Identification in Section 7.2. If a Class Notice sent to any potential Class Member is returned as undeliverable, the Administrator will promptly log such return as undeliverable and provide copies of the log to AME Defendants and Class Counsel,. If the mailing is returned to the Administrator with a forwarding address, the Administrator will forward the mailing to that address. For other returned mailings, the Administrator will run the name and address one time through a single commercial database chosen by the Administrator, and should the commercial database show a more current address, the Administrator shall re-mail the returned Class Notice to the more current address. No further efforts to locate or to find a more current address for Class Members is required.

7.5 Declaration of Compliance. The Administrator shall prepare a declaration attesting to compliance with the Class Notice requirements of this Agreement. Such declaration shall be provided to Class Counsel and AME Defendants' Counsel no later than fourteen (14) days prior to the Final Approval Hearing, and Class Counsel will file the declaration with the Court in support of Final Approval.

7.6 Best Notice Practicable. The Parties agree that compliance with the procedures described in this Section is the best notice practicable under the circumstances and is due and sufficient notice to the Class of the pendency of the Action, certification of the Class, the terms of the Settlement

Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, rule, and/or regulation.

8.0 OPT-OUTS AND OBJECTIONS

8.1 Opting Out. Any Class Member who wishes to exclude themselves from the Class must advise the Administrator in writing of that intent, and their opt-out request must be postmarked no later than the Opt-Out Deadline.

8.2 Opt-Out Information. The Administrator shall provide the Settling Parties with copies of all opt-out requests it receives and shall provide a list of all Class Members who timely and validly opted out of the Class in the Administrator's declaration filed with the Court, as required by Section 7.5. Any individual in the Class who does not timely (as measured by the postmark on that individual's written notice) opt out of the settlement by written notice directed to the Administrator and containing the requisite information shall remain in the Class and shall be bound by any Orders of the Court about the Settlement or the Class. Any individual in the Class who fails to timely and validly opt out of the Settlement shall be bound by the terms of this Settlement.

8.2.1 In the written request for exclusion, the Class Member must state: (1) their full name, last four digits of their social security number, address, and telephone number where they may be contacted; and (2) a statement that they wish to be excluded from the Class. The request for exclusion must be personally signed by the Class Member submitting the request. A request to be excluded that does not include the foregoing information, that is not sent to the Administrator, that is not postmarked by the Opt-Out Deadline, or that is not personally signed by the Class Member shall be invalid.

8.2.2 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Class Members as a group, aggregate, or class involving more than one Class Member; or (b) to opt-out more than one Class Member on a single paper, or as an agent or representative. Any such purported opt-outs shall be void.

8.2.3 Any member of the Class who submits a valid and timely request for exclusion will not be a Class Member and shall not be bound by the terms of this Agreement. If the Administrator believes any opt-out request is ambiguous as to its validity, the

Administrator shall provide that request to Class Counsel and AME Defendants' Counsel for review.

8.2.4 Copies of Requests for Exclusion will be provided by the Administrator to Class Counsel and to AME Defendants' Counsel not later than seven (7) days after the Opt-Out Deadline. The Administrator will satisfy this obligation by providing that information to the counsel identified in Section 8.3 below. The Claims Administrator will provide a list of each Class member who timely and validly opted out of the Class in its declaration filed with the Court, as required by Section 7.5. Members of the Class who do not properly and timely submit a Request for Exclusion will be bound by this Settlement Agreement and the Judgment, including the Release in Section 11 below.

8.3 Objections. Any Class Member may file a statement in support of or objection to the Settlement by the Objection Deadline. Any such statement or objection shall be filed with the Court at least thirty (30) calendar days prior to the Final Approval Hearing (or other date as prescribed by the Court), and also delivered by hand, email or First-Class Mail by that same date to Class Counsel and AME Defendants' counsel at the addresses listed herein below:

<u>CLASS COUNSEL</u>	<u>AME DEFENDANTS' COUNSEL</u>
Matthew E. Lee Jeremy R. Williams MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 919-600-5000 Fax: 919-600-5035 mlee@milberg.com jwilliams@milberg.com	Bruce A. McMullen Mary Wu Tullis BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcmullen@bakerdonelson.com mtullis@bakerdonelson.com

8.4 Any such statement or objection must state: (1) their full name; (2) their address; (3) the telephone number and email address where they may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses they may call to testify; (6) copies of any exhibits that they intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name,

address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (8) a statement of whether they intend to appear at the Final Approval Hearing with or without counsel; and (9) a statement as to whether the objection applies only to the objector and a specific subset of the Class, or the entire Class.

Such objection must be filed with the Court with a postmark dated on or before the Objection Deadline. Any Class Member who does not submit a timely objection in accordance with this Agreement, the Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

8.4.1 The Settling Parties will have the right to depose or seek discovery from any objector to assess whether the objector has standing and to understand the nature of the objection.

8.5 Any Class Member who objects may (but is not required to) appear at the Final Approval Hearing, either in person or through an attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A member of the Class who opts out may not object to this Agreement and is not entitled to be heard at the Final Approval Hearing.

8.6 Any individual in the Class who does not object to the Settlement in the manner prescribed herein and in the Notice, shall be deemed to have waived such objection and their right to object to the Settlement or the Judgment, and shall forever be barred and foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement and the Final Judgment, and from otherwise being heard concerning the Settlement and the Judgment in this or any other proceeding.



9.0 FINAL JUDGMENT

9.1 If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

9.1.1 Plaintiffs shall request that the Court enter the Final Approval Order, with Class Counsel filing a memorandum in support of the motion.

9.1.2 Class Counsel and/or AME Defendants may file a memorandum addressing any objections to the Settlement.

9.2 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally approved as fair, reasonable, and adequate, whether any objections to the Settlement should be overruled, and whether a judgment reflecting final approval of the Settlement should be entered.

9.3 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

9.3.1 Finds that the Class Notice provided satisfies the requirements and due process and Federal Rule of Civil Procedure Rule 23(e)(1);

9.3.2 Finds that the Class Members have been adequately represented by Plaintiffs and Class Counsel;

9.3.3 Finds that the Settlement Agreement is fair, reasonable, and adequate to the Class, that each Class Member shall be bound by this Agreement, including the release in Section 11, the bar in Section 11, and the covenant not to sue in Section 11.9, and that this Settlement Agreement should be and is approved;

9.3.4 Dismisses Plaintiffs' claims against AME Defendants and Bishop James L. Davis and Bishop Samuel L. Green with prejudice;

9.3.5 Permanently enjoins each and every Class Member from bringing, joining, or continuing to prosecute any Released Claims against AME Defendants or the Released Parties; and

9.3.6 Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

9.4 The judgment entered at the Final Approval Hearing will be deemed final for purposes of this Agreement after the latest of the following: (i) if no individual, or counsel on the individual's behalf, has filed an appearance that would give the individual potential standing to appeal the Final Approval Order, then on the date the settlement is finally approved by the Court; (ii) if an individual, or counsel on the individual's behalf, has filed an appearance, and no notice of appeal of the Final Approval Order is filed, the expiration date of the time for filing any appeal from the judgment, including any extension of such expiration date granted by order of any court of competent jurisdiction, by operation of law, or otherwise; (iii) the date of final affirmance on an appeal of the judgment, the expiration of the time for a petition for rehearing and a petition for *certiorari* of the judgment, or, if such a petition is filed, either the denial of that petition or, if the petition is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal of the judgment or the final dismissal of any proceeding to review the judgment.

10.0 RELEASE OF CLAIMS

10.1 **Released Claims.** Plaintiffs and each Class Member, on behalf of themselves and their respective heirs, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors-in-interest, assigns, all those who claim through them or who assert or could assert claims on their behalf, including all derivative claims asserted on behalf of the Plan, shall, upon the Effective Date, by operation of the Final Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all claims in this Action or relating to the allegations in this Action, Unknown Claims, actions, causes of action, rights, suits, debts, sums of money, payments, obligations, reckonings, promises, liabilities, damages, interest, penalties, attorney's fees and costs, liens, judgments, and demands of any kind whatsoever and arising from the allegations of this Action, whether asserted

individually or in a representative capacity, whether past or present, mature or not yet mature, that any of the Plaintiffs or Class Members have raised or could have raised in the Action against any of the Released Persons relating in any way to the allegations in the Action (“Released Claims”). For the avoidance of doubt, Plaintiffs and Class Members are not releasing any claims against any of the non-AME Defendants, including, but not limited to, Dr. Jerome V. Harris and/or his estate or Sandra Harris, in the Action.

10.2 Unknown Claims. Plaintiffs and Class Members explicitly acknowledge that Unknown Claims within the scope of Released Claims could possibly exist. Plaintiffs or any Class Member may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims or the law applicable to such claims may change. Nonetheless, Plaintiffs and Class Members expressly agree that they shall have irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, claims with respect to all Released Claims, including Unknown Claims up to the Effective Date of this Agreement. Further, Plaintiffs and Class Members agree and acknowledge that they are bound by this Agreement, including by the Releases, and that all of their claims in the Action asserted against AME Defendants shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts or subsequent changes in the law, and regardless of whether unknown losses or claims exist or whether present losses may have been underestimated in amount or severity, and even if they never received actual notice of the Settlement or received a Settlement Payment. The Parties acknowledge that the foregoing Releases were bargained for and are a material element of the Agreement.

10.3 In connection with the foregoing Releases, Plaintiffs and each Class Member shall be deemed, as of the entry of the Final Judgment, to have waived any and all provisions, rights, and benefits conferred by any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10.4 To the extent that anyone might argue that these principles of law are applicable— notwithstanding that the Parties have chosen Tennessee law to govern this Settlement Agreement—Plaintiffs agree, and each Class Member is deemed to agree, that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable herein, are hereby knowingly and voluntarily waived, relinquished, and released. Plaintiffs recognize, and each Class Member will be deemed to recognize, that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Judgment, they fully, finally, and forever settle and release any and all Released Claims and will be permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Released Parties only.

10.5 Provided, however, that Released Claims do not include: Plaintiffs and Class Members' rights and obligations under this Agreement.

10.6 It is expressly understood that nothing in this Agreement is intended to impair or affect Plaintiffs' claims, individually, derivatively on behalf of the Plan, and on behalf of the Class against any other Party in the Action, and such claims, aside from the Released Claims against the Released Parties, are expressly reserved. To the extent there is any conflict between this Agreement

and the Plaintiffs' remaining claims against other Parties in the litigation, any such conflicts shall be resolved in favor of preserving those claims in their entirety.

10.7 This Agreement and the releases herein do not affect the rights of individuals in the Class who timely and properly submit a request for exclusion from the Settlement Class in accordance with this Agreement.

10.8 If Final Approval is not granted, or this Agreement is terminated or rendered void, the certification of the Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied. In that event, AME Defendants reserve and shall have all rights to challenge certification of a class action for trial purposes in the Action or in any other action, on all available grounds as if no Class had been certified.

10.9 **Covenants Not to Sue.** Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members covenant and agree:

10.9.1 not to file, commence, prosecute, maintain, intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Persons;

10.9.2 not to organize or solicit the participation of potential Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Persons; and

10.9.3 that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims asserted against any of the Released Persons.

10.10 **Plaintiffs' Representations and Warranties.** Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members represent and warrant that they are the sole and exclusive owners of their Released Claims and that they have not assigned or otherwise



transferred any interest in any Released Claims against any Released Persons, and further covenant that they will not assign or otherwise transfer any interest in their Released Claims.

10.11 Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members represent and warrant that, after entry of Final Judgment, they have no surviving claim or cause of action against any of the Released Persons with respect to any of the Released Claims.

10.12 Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members represent and warrant that there are no outstanding liens or claims against the Action.

10.13 The Parties, and each of them on their own behalf only, represent and warrant that they are voluntarily entering into the Agreement as a result of arms-length negotiations among their counsel; that in executing the 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 that 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 the Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each of the Parties assumes the risk of mistake as to facts or law.

11.0 TERMINATION RIGHTS & REMEDIES

11.1 Either Side May Terminate this Agreement. Plaintiffs and AME Defendants shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so (“Termination Notice”) to the other Settling Party within twenty (20) days after notice of the occurrence of any of the following events:

11.1.1 The Effective Date does not occur;

11.1.2 The number of Persons who exclude themselves from the Settlement Class (or who are deemed opted out) exceeds 10% of the total potential Class Members, provided that AME Defendants may elect to accept a reduction in the Settlement Amount in

proportionate amount to the percentage of persons who exclude themselves or who are deemed opted out, in lieu of termination.

11.2 If an option to terminate this Agreement and the Settlement arises, Plaintiffs or AME Defendants are not required to exercise the option to terminate.

11.3 If this Agreement fails for any reason, or if this Agreement is terminated by Plaintiffs or AME Defendants pursuant to Section 12.1:

11.3.1 Any funds already paid to the Qualified Settlement Fund shall be refunded less any costs incurred that are not otherwise covered by the interest earned in the Qualified Settlement Fund;

11.3.2 This Agreement and the Proposed Settlement shall have no further force or effect, and all proceedings that have occurred with regard to this Agreement and the Proposed Settlement shall be without prejudice to the rights and contentions of the Parties and any Class Members;

11.3.3 This Agreement and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of the Parties, each of whom shall be restored to their respective positions existing immediately before the execution of this Agreement;

11.3.4 Pursuant to Federal Rule of Evidence 408 and any similar provisions under the laws of other states, neither this Agreement nor any related documents filed or created in connection with this Agreement shall be admissible in evidence in any proceeding, including proceedings involving Defendants in the Action who are not Settling Parties, except as necessary to approve, interpret, or enforce this Agreement;

11.3.5 Any judgment or order entered in the Action relating to this Agreement or the Settlement, including, without limitation, any order certifying the Settlement Class, shall be automatically vacated *nunc pro tunc*, without the requirement of any motion or further order of the Court, and will be without any force or effect; and

11.3.6 The Parties shall not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel, or any other similar or related theories, based on the Agreement (including without limitation the provisions regarding class certification) and related pleadings and orders, the fact of this Agreement having been made, or that any settlement negotiations preclude AME Defendants from opposing class certification or the claims in the Action or any other proceeding.

12.0 DENIAL OF LIABILITY

12.1 AME Defendants enter into this Agreement without admitting, conceding or acknowledging any fault, liability, or wrongdoing of any kind. The AME Defendants expressly

deny that they have violated any law, breached any agreement or obligation to the Plaintiffs or the Class Members, or engaged in any wrongdoing with respect to the Plaintiffs or the Class Members. This Agreement, including the Plan of Distribution contained therein (or any other plan of distribution or allocation that may be approved by the Court), any of the terms of this Agreement or the negotiations or proceedings connected with it (including any arguments proffered in connection therewith) shall not be construed as an admission or concession by AME Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind on the part of AME Defendants, nor shall they be offered or received against any AME Defendant as evidence of or deemed or construed to be evidence of or constitute any presumption, concession, or admission by any AME Defendant of the truth of any allegations by Plaintiffs or any Class Member or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, damage, or wrongdoing of any kind of any of the AME Defendants or in any way referred to for any other reason as against any of the AME Defendants, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.

12.2 In the event the Effective Date does not occur, or this Agreement is terminated, or the Proposed Settlement is not finally approved for any reason, AME Defendants shall retain the right to object to the maintenance of the Action or any other proceeding as a class action and to contest the Action or any other case on any ground.

12.3 This Agreement, including the Plan of Distribution contained therein (or any other plan of distribution or allocation that may be approved by the Court), any of the terms of the Agreement or the negotiations or proceedings connected with it (including any arguments proffered in



connection therewith) shall not be offered into evidence in any other case or proceeding: (a) in support of or in opposition to a motion to certify a contested class against AME Defendants; or (b) as an admission or concession of liability or wrongdoing by AME Defendants.

13.0 CONFIDENTIALITY AGREEMENT

13.1 The following constitutes highly confidential, sensitive, and private information (the “Confidential Information”): (a) the names, addresses, social security numbers, and other personally identifying data concerning a potential member of the Class compiled by AME Defendants or the Administrator in administering the Proposed Settlement; (b) files, documents, and electronic data related to individual account history or activity for each potential member of the Class; and (c) documents and data produced by AME Defendants in the Action identified as confidential pursuant to any agreed protective order in the Action. Confidential Information shall not be publicly disclosed by Class Counsel or other attorneys for Plaintiffs in this Action to any persons other than those identified in any agreed protective order entered in this Action or this Agreement, and shall not be used other than in this Action in connection with the Settlement. It is not a violation of this Agreement for either of the parties to provide the Court with information concerning the Plaintiffs or any objector’s individual claims, or to provide the Court with anonymous aggregate claims data values solely for purposes of seeking preliminary or final approval of the Settlement Agreement or attorneys’ fees, expenses, or service awards.

13.2 No Persons other than AME Defendants’ counsel, Class Counsel, the Administrator, and their respective employees and contractors shall be allowed access to any Confidential Information. Any person to whom Confidential Information is disclosed or who has access to Confidential Information shall maintain it as confidential and shall not publicly disclose or release it to any person not authorized by AME Defendants, this Agreement, any agreed protective order,

or the Court. Provided, that nothing in this Agreement shall be construed to restrict or limit AME Defendants' use or disclosure of their own Confidential Information.

13.3 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement.

13.4 The Parties agree that Confidential Information shall not be used by Class Counsel or anyone employed with, retained by, or otherwise in any way related or associated with Class Counsel in any other litigation, current or future, unless independently obtained through discovery in such other litigation.

14.0 COMMUNICATIONS

14.1 Any inquiries from potential Class Members regarding the Settlement will be directed to the Administrator. Nothing herein, however, shall preclude AME Defendants from discussing the Settlement with their present or former employees or members or from communicating with their present or former employees or members concerning the existence, terms, and implementation of the Settlement, orally or in writing.

15.0 MISCELLANEOUS

15.1 The Settling Parties and their counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the proposed Settlement, including taking all steps and efforts contemplated by this Agreement, and any other reasonable steps and efforts that may become necessary by order of the Court or otherwise. The Settling Parties further agree to cooperate in respect to reasonable, agreed extensions to the timetable hereunder, subject to such Court approval as may be required.

15.2 The terms and conditions set forth in this Agreement, including documents referenced herein, contains the entire and exclusive agreement of the Settling Parties hereto and supersede any prior agreements, including but not limited to the Settlement MOU, negotiations,



representations, or understandings between them, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence may be introduced in any proceeding concerning the terms of the proposed Settlement. Prior or contemporaneous representations not contained in this Agreement shall be of no force or effect.

15.3 All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, upon each of their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Class Member. Provided, however, that except as expressly provided in this Agreement, this Agreement is not intended to and does not confer upon any other person or entity any rights or remedies.

15.4 This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties, and any amendments or modifications shall be presented to the Court for approval. Amendments and modifications may be made without additional notice to the potential Class Members unless such notice is required by the Court.

15.5 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

15.6 Nothing contained in this Agreement or in any proceedings concerning the Settlement shall in any way affect AME Defendants' Cross-Complaint and Third-Party Complaint, claims, rights to seek contribution, indemnity, set-off, or any other relief from any person or entity related to the



events giving rise to this Action. All such rights and remedies of AME Defendants are specifically retained and preserved.

15.7 The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the releases contained in the Agreement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement and Final Judgment.

15.8 The waiver by any party of any breach of this Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

15.9 This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Tennessee, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Tennessee without giving effect to its choice-of law principles.

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

15.11 This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement.

15.12 As used herein, the plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof, as the context may require.



15.13 This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties or counsel. Each person executing this Agreement on behalf of any of the Settling Parties hereto represents that such person has the authority to so execute this Agreement.

15.14 Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel

CLASS COUNSEL

Matthew E. Lee
Jeremy R. Williams
**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**
900 W. Morgan Street
Raleigh, NC 27603
919-600-5000
Fax: 919-600-5035
mlee@milberg.com
jwilliams@milberg.com



If to counsel for AME Defendants

<p>HUNTON ANDREWS KURTH, LLP</p> <p>Douglass P. Selby General Counsel of AME Church</p> <p>Bank of America Plaza, Suite 4100 600 Peachtree Street, NE Atlanta, GA 30308 T: 404.888.4000 dselby@huntonak.com</p> <p>Wendell Taylor 2200 Pennsylvania Avenue, NW Washington, DC 20037 T: 202.955.1500 wtaylor@huntonak.com</p>	<p>BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC</p> <p>Bruce A. McMullen First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcmullen@bakerdonelson.com</p> <p>Mary Wu Tullis First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 mtullis@bakerdonelson.com</p>
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SIGNATURE PAGES –

A handwritten signature in black ink, located in the bottom right corner of the page. The signature is stylized and appears to be a combination of initials and a surname.

Dated: November 27, 2024

Matthew E. Lee
By: Matthew E. Lee (Nov 27, 2024 15:10 AST)
Matthew E. Lee
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

Gregorio A. Francis
By: Gregorio A. Francis (Nov 27, 2024 14:11 EST)
Gregorio A. Francis
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

By: _____
Douglass P. Selby
Counsel For AME Church

Dated: November ____, 2024

By: _____
Bishop Silvester S. Beaman
President of the AME Council of Bishops

Dated: November ____, 2024

By: _____
Bishop Marvin C. Zanders, II
Secretary of AME Council of Bishops

Dated: November ____, 2024

By: _____
Bishop James L. Davis
President, General Board
African Methodist Episcopal Church

Dated: November ____, 2024

By: _____
Matthew E. Lee
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

By: _____
Gregorio A. Francis
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

By: Douglass P. Selby
Douglass P. Selby
Counsel For AME Church

Dated: November ____, 2024

By: _____
Bishop Silvester S. Beaman
President of the AME Council of Bishops

Dated: November ____, 2024

By: _____
Bishop Marvin C. Zanders, II
Secretary of AME Council of BishopsDated: November 26, 2024By: James L. Davis
Bishop James L. Davis
President, General Board
African Methodist Episcopal Church

Signature:

Douglass Selby
Douglass Selby (Nov 27, 2024 15:21 EST)

Email: dselby@hunton.com

Dated: November ____, 2024

By: _____
Matthew E. Lee
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

By: _____
Gregorio A. Francis
Interim Co-Lead Counsel for Plaintiffs

Dated: November ____, 2024

By: _____
Douglass P. Selby
Counsel For AME Church

Dated: November ____, 2024

By: Silvester S. Beaman
Bishop Silvester S. Beaman
President of the AME Council of Bishops

Dated: November ____, 2024

By: Marvin C. Zanders, II
Bishop Marvin C. Zanders, II
Secretary of AME Council of Bishops

Dated: November ____, 2024

By: _____
Bishop James L. Davis
President, General Board
African Methodist Episcopal ChurchSignature: 
Marvin C. Zanders, II (Nov 27, 2024 16:03 EST)

Email: bishopzanders140@gmail.com

Signature: 
Bishop Silvester Beaman (Nov 27, 2024 17:24 EST)

Email: bishop139@ssbeaman.com

Signature:

Email: jld123bishop@yahoo.com






4906-5112-5505 v.1 CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (Church Clean 11.26.2024)-c

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Monifa Hawkins (MHawkins@huntonak.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI9qt4EAyWAQ-d02tJamdPpBr0tA_yVSI

"4906-5112-5505 v.1 CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE (Church Clean 11.26.2024)-c" History

-  Document created by Monifa Hawkins (MHawkins@huntonak.com)
2024-11-27 - 8:18:13 PM GMT
-  Document emailed to Douglass Selby (dselby@hunton.com) for signature
2024-11-27 - 8:20:20 PM GMT
-  Email viewed by Douglass Selby (dselby@hunton.com)
2024-11-27 - 8:20:45 PM GMT
-  Document e-signed by Douglass Selby (dselby@hunton.com)
Signature Date: 2024-11-27 - 8:21:32 PM GMT - Time Source: server
-  Agreement completed.
2024-11-27 - 8:21:32 PM GMT



CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

Final Audit Report

2024-11-27

Created:	2024-11-27
By:	Jeff Steen (jsteen@milberg.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6TFBaWsHTiINNEr4JzbUtpY3Pw1VTuGT

"CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE" History









-  Document created by Jeff Steen (jsteen@milberg.com)
2024-11-27 - 6:52:01 PM GMT
-  Document emailed to Matthew E. Lee (mlee@milberg.com) for signature
2024-11-27 - 6:52:09 PM GMT
-  Email viewed by Matthew E. Lee (mlee@milberg.com)
2024-11-27 - 7:09:31 PM GMT
-  Document e-signed by Matthew E. Lee (mlee@milberg.com)
Signature Date: 2024-11-27 - 7:10:23 PM GMT - Time Source: server
-  Document emailed to Gregorio A. Francis (gfrancis@realtoughlawyers.com) for signature
2024-11-27 - 7:10:24 PM GMT
-  Email viewed by Gregorio A. Francis (gfrancis@realtoughlawyers.com)
2024-11-27 - 7:11:11 PM GMT
-  Document e-signed by Gregorio A. Francis (gfrancis@realtoughlawyers.com)
Signature Date: 2024-11-27 - 7:11:33 PM GMT - Time Source: server
-  Agreement completed.
2024-11-27 - 7:11:33 PM GMT



EXHIBIT B

CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE

This Class Action Settlement Agreement and Release (the “Agreement”) is entered into by and between (1) Defendant Newport Group, Inc. (“Newport”), (2) Plaintiffs Rev. Pearce Ewing, Rev. Charles R. Jackson, Presiding Elder Cedric V. Alexander, Rev. Derrell Wade, Rev. Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Rev. Marcius King, Rev. Matthew Ewing, Candace L. Carmichael, as Administrator of the Estate of Rev. A. Offord Carmichael, Jr., and Rev. Diane Conley (“Plaintiffs”), for themselves and the Settlement Class (as defined below), and (3) African Methodist Episcopal Church (“AME Church”), African Methodist Episcopal Church, Inc., AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board and AMEC Council of Bishops (“AME Defendants”). Newport, Plaintiffs, and AME Defendants are referred to collectively in this Agreement as the “Settling Parties.” The Agreement does not release any claims, cross-claims, or defenses that Plaintiffs and/or AME Defendants may have against any other defendant in the Action (as such term is defined below) who is not a signatory to this Agreement.

1.0 RECITALS

1.1 In 1964, AME Church established the AMEC Retirement Plan, which became known as the African Methodist Episcopal Church Ministerial Retirement Annuity Plan, and which was intended to constitute a qualified Internal Revenue Code (“IRC”) Section 401(a) Church-sponsored retirement plan.

1.1.1 The purpose of the Annuity Plan was to provide annuity coverage to certain personnel of the AME Church, including but not limited to bishops, general officers, college presidents, deans of theological seminaries, itinerant elders and salaried personnel of the connectional departments of the AME Church, and church pastors and ordained ministers.

1.1.2 Contributions on behalf of participants were due at each Annual Conference and Mid-Year Convocation and remitted and reported by the respective presiding elders to the Department of Retirement Services.

1.2 By General Conference of 1996, the AME Church established the African Methodist Episcopal Church Retirement Plan for Pastors and Presiding Elders, effective as of January 1, 2000, which was intended to constitute a qualified IRC Section 403(b) Church-sponsored retirement plan.

1.2.1 This Retirement Plan was designed to provide retirement contributions for certain pastors and presiding elders through annual allocations from the General Budget Fund at no cost to participants.

1.3 As a result, certain eligible personnel of the AME Church received benefits pursuant to the 401(a) Plan and the 403(b) Plan as sponsored by the AME Church. For all relevant intents and purposes, from 2000 to 2021, both Plans were being administered collectively by the AMEC Department of Retirement Services and referred to as “the Plan.”

1.4 From 2000 to 2021, Jerome V. Harris was successively elected as the Executive Director of the Department of Retirement Services.

1.5 Upon his retirement, at the last General Conference in which he delivered his report, Harris announced that the Plan value as of fiscal year end for 2021 was \$128,342,168.19.

1.6 However, during the transition to the newly elected Director of Retirement Services in the fall of 2021, it was discovered the Plan only had two verifiable assets –annuities with Defendant Symetra Life Insurance Company (“Symetra”) and real estate in Florida. The Symetra annuities account balance as of June 30, 2021 was \$36,922,791.11, and the real estate in Florida was reported as having a book value of \$1,500,000.00.

1.7 On March 4, 2022, Plaintiff Pearce Ewing filed a lawsuit against AME Church, among others, in the Western District of Tennessee, Case No. 2:22-cv-02136 (W.D. Tenn.).

1.8 Five additional lawsuits were filed shortly thereafter, and on June 2, 2022, the United States Judicial Panel on Multidistrict Litigation centralized the six pending actions and transferred to the Western District of Tennessee for coordinated pretrial proceedings (“AME Church Employee Retirement Fund Litigation”).

1.9 Thereafter, on August 19, 2022, Plaintiffs filed a Consolidated Amended Complaint against Newport and AME Defendants, among others, asserting claims individually and on behalf of a putative class. Plaintiffs asserted the following causes of action against Newport: (1) breach of fiduciary duty; (2) violation of Tennessee Trust Code; (3) negligence; (4) fraudulent concealment; or (5) fraudulent misrepresentation. On October 18, 2022, AME Defendants filed a cross-complaint against Newport and others, alleging state-law claims of breach of fiduciary duty and negligent misrepresentation against Newport.

1.10 Newport filed motions to dismiss Plaintiffs’ Consolidated Amended Complaint and AME Defendants’ Amended Cross-Complaint, which were fully briefed by the respective parties.

1.11 On February 6, 2023, Plaintiffs and AME Defendants, Newport, Defendant Symetra, Defendant Dr. Jerome V. Harris, and Defendant Robert Eaton mediated with Hon. Janice M. Holder (Ret.).

1.12 On March 17, 2023, the Court granted in part and denied in part, Newport’s Motion to Dismiss Plaintiffs’ Consolidated Amended Complaint. Of the causes of action asserted by Plaintiffs against Newport, only breach of fiduciary duty and negligence remained.

1.13 On July 25, 2023, AME Defendants filed an Amended Cross-Complaint, which, as it relates to Newport, alleged negligent misrepresentation, breach of fiduciary duty, and negligence claims against Newport, as well as a claim for punitive damages. On September 7, 2023, Newport

moved to dismiss AME Defendants' Amended Cross-Complaint, and the respective parties fully briefed the motion.

1.14 On February 28, 2024, the Court dismissed AME Defendants' negligent misrepresentation and punitive damages claims against Newport.

1.15 On August 29, 2024, after two years of extensive discovery and evidentiary proceedings in the Action, Plaintiffs filed their Second Consolidated Amended Complaint.

1.16 In the Second Consolidated Amended Complaint, Plaintiffs assert, derivatively and on behalf of the Plan and on behalf of a putative class, claims against Newport for (1) violation of Tennessee's Uniform Trust Code, (2) fraudulent concealment, (3) fraudulent misrepresentation, (4) negligence; (5) civil conspiracy, (6) aiding and abetting in a breach of fiduciary duty, and (7) professional negligence.

1.17 On September 30, 2024, AME Defendants filed for leave to file a Second Amended Cross-Complaint against Newport. The Court granted AME Defendants' motion for leave, and AME Defendants filed their Second Amended Cross-Complaint on November 5, 2024, alleging claims against Newport for (1) fraudulent concealment, (2) civil conspiracy to commit conversion, (3) civil conspiracy to commit intentional misrepresentation, (4) civil conspiracy to commit constructive fraud, (5) negligent misrepresentation, (6) professional negligence, (7) breach of fiduciary duty, and (8) aiding and abetting breach of fiduciary duty.

1.18 Newport filed a partial motion to dismiss Plaintiffs' Second Amended Complaint, and a motion to dismiss AME Defendants' Second Amended Cross-Complaint.

1.19 While Newport's motions to dismiss the Second Amended Complaint and the Second Amended Cross-Complaint were pending, Newport, Plaintiffs, and AME Defendants engaged in

extensive settlement discussions—between their respective counsel, and with the assistance of a experienced mediator, A. Lee Parks.

1.20 The Settling Parties met in-person, and all-day, with Mr. Parks in Atlanta on December 12, 2024, and again met with Mr. Parks (virtually) on January 31, 2025, all day and into the evening. Mr. Parks also had extensive discussions with counsel for Plaintiffs, AME Defendants, and Newport in between the December and January mediation sessions.

1.21 At the conclusion of the January mediation session, Mr. Parks presented a “mediator’s proposal” to Plaintiffs, AME Defendants, and Newport, which the Parties accepted on February 3, 2025.

1.22 On February 4, 2025, the Parties entered into a Confidential Term Sheet setting forth the material terms of a settlement of the claims asserted against Newport in the Action.

1.23 Plaintiffs and the AME Defendants reached a settlement of Plaintiffs’ claims in this Action and executed a long-form agreement on November 27, 2024. Plaintiffs filed a motion for preliminary approval of that settlement on December 13, 2024, and the Court set a hearing on that motion for February 4, 2025, the same day that the Settling Parties entered into their Confidential Term Sheet. The Parties reported the Newport settlement to the Court that day and the Court found that these two class settlements should be considered at the same hearing and that the Parties may consider issuing one notice for both settlements for efficiency, clarity, and cost effectiveness.

1.24 Newport denies that it has any liability for the alleged violations set forth in the Second Amended Complaint and the Second Amended Cross-Complaint, and maintains that it would prevail on Plaintiffs’ and AME Defendants’ claims against it. Plaintiffs and AME Defendants similarly believe they would prevail on their claims against Newport. Nevertheless, given the risk, uncertainties, burden, and expense of continued litigation between the Settling Parties, the Settling

Parties have agreed to settle Plaintiffs' and AME Defendants' claims against Newport in the Action on the terms set forth in this Agreement, subject to the district court's approval.

1.25 Plaintiffs, AME Defendants, and Newport have a complete understanding of the strengths and weaknesses of their respective cases, and have fully and exhaustively vetted the disputed issues, including the Settling Parties' respective risks at trial and on appeal. Plaintiffs' Counsel submit that they have significant experience with class action claims, having represented plaintiffs in numerous putative class actions. Based on this experience, Plaintiffs' Counsel believes that Plaintiffs' claims against Newport have merit. Plaintiffs' Counsel recognize and acknowledge, however, that prosecuting such claims through further fact and expert discovery, class certification, dispositive motions, trial, and appeals will involve considerable uncertainty, time, and expense.

1.26 This Agreement resulted from good-faith, arm's-length settlement negotiations after years of litigation and the involvement of third-party mediators over several mediation sessions.

1.27 Based on extensive discovery and the negotiations described above, Plaintiffs' Counsel and AME Defendants' Counsel have concluded, taking into account the risks, uncertainty and cost of further prosecution of their claims against Newport, and the benefits to be received by Class Members pursuant to this Agreement (which is in addition to the benefits achieved via Plaintiffs' proposed class settlement with AME Defendants), that a settlement with Newport on the terms set forth in this Agreement is fair, reasonable, and adequate, and in the best interests of Class Members.

1.28 The Settling Parties understand, acknowledge, and agree that the execution of this Agreement constitutes the settlement and compromise of disputed claims. This Agreement is inadmissible as evidence against any Settling Party or any other Party in the Action except to enforce the terms of the Agreement and is not an admission as to any legal issues, wrongdoing, or

liability on the part of any party to this Agreement. The Settling Parties desire and intend to effect a full, complete, and final settlement and resolution of all existing disputes and claims they have against one another as set forth in this Agreement.

1.29 The settlement contemplated by this Agreement is subject to preliminary approval and final approval by the Court. The Settling Parties hereby stipulate and agree that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to approval of the Court, claims in this Action against Newport by Plaintiffs, Class Members, and AME Defendants shall be fully, completely, and finally settled.

2.0 DEFINITIONS

As used in this Agreement, the terms set forth below shall have the following meanings. The singular includes the plural and vice versa.

2.1 “Action” means the case captioned *In Re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-3035 (W.D. Tenn.).

2.2 “Agreement” means this Class Action Settlement Agreement and Release.

2.3 “Advisor” means Disciplina Group LLC, an independent professional investment advisor retained by the AME Church to invest the Tax-Qualified Trust into which the Settlement Amount and the Legacy AMEC Retirement Funds will be transferred. The Advisor shall not be an employee of the AME Church, and who shall be a fiduciary of the Plan and maintain adequate insurance coverage to cover potential losses in managing the Plan’s assets in excess of \$60,000,000.

2.4 “Administrator” means Verita Global, LLC, a settlement administrator retained to assist in administering and implementing the Settlement and issuing Class Notice to the Settlement Class. The Administrator shall be an “administrator” within the meaning of Treasury Regulation § 1.468B-2(k)(3).

2.5 “AME Defendants’ Counsel” means:

<p>HUNTON ANDREWS KURTH, LLP</p> <p>Douglass P. Selby General Counsel of AME Church</p> <p>Bank of America Plaza, Suite 4100 600 Peachtree Street, NE Atlanta, GA 30308 T: 404.888.4000 dselby@huntonak.com</p> <p>Wendell Taylor 2200 Pennsylvania Avenue, NW Washington, DC 20037 T: 202.955.1500 wtaylor@huntonak.com</p>	<p>BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC</p> <p>Bruce A. McMullen First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcullen@bakerdonelson.com</p> <p>Mary Wu Tullis First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 mtullis@bakerdonelson.com</p>
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2.6 “Bar Order” means an order issued by the Court which provides the following:

2.6.1 permanently bars, restrains, and enjoins Plaintiffs, Class Members, Newport, and AME Defendants (“Claimants”), whether acting on his or her or its own behalf or in concert with Claimants or claiming by, through, or under them or otherwise, all and individually, from directly, indirectly, or through a third party, instituting, reinstituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, supporting, participating in, collaborating in, or otherwise prosecuting, against each other, the Action, or any action, lawsuit, cause of action, claim, investigation, demand, levy, complaint, or proceeding of any nature in any forum, including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with the Action; the subject matter of the Action; or any Released Claims; all of which includes but is not limited to any claim, however denominated and whether brought in the Action or any other forum, seeking contribution, indemnity, damages, or other remedy where the alleged injury to such person or entity, or the claim asserted by such person or entity, is based upon such person or entity’s liability to any of the Claimants arising out of, relating to, or based in whole or in part upon money owed, demanded, requested, offered, paid, agreed to be paid, or required to be paid to any Claimants, or other person or entity, whether pursuant to a demand, judgment, claim, agreement, settlement or otherwise;

2.6.2 permanently bars, restrains, and enjoins all non-settling defendants (“Non-Settling Defendants”), whether acting on his or her or its own behalf or in concert with Claimants or claiming by, through, or under them or otherwise, all and individually, from directly,

indirectly, or through a third-party, from instituting, re-instituting, intervening in, initiating, commencing, maintaining, continuing, filing, encouraging, soliciting, participating in, collaborating in, or otherwise prosecuting, against the Newport Released Parties, the Action, or any action, lawsuit, cause of action, claim, investigation, demand, levy, complaint, or proceeding for indemnity or contribution against the Newport Released Parties (or any other claims against the Newport Released Parties where the injury to the Non-Settling Defendant is Non-Settling Defendant's liability to the Plaintiffs or Settlement Class Members), including, without limitation, any court of first instance or any appellate court, whether individually, derivatively, on behalf of a class, as a member of a class, or in any other capacity whatsoever, that in any way relates to, is based upon, arises from, or is connected with the Action, the subject matter of the Action, or any Released Claims.

2.6.3 and further provides that, as permitted by law, including Tennessee Code Section 29-11-105, any judgment entered in favor of Plaintiffs, Class Members, and/or AME Defendants against any Non-Settling Defendant may be reduced by the Settlement Amount, unless otherwise agreed as part of any future settlement between Plaintiffs, AME Defendants, and any Non-Settling Defendant.

2.6.4 Notwithstanding the foregoing, there shall be no bar of any claims, including but not limited to the Released Claims, that Newport and/or its insurers, reinsurers, employees, and agents may have against each other; nor shall this section bar, or otherwise impact in any way, claims which are pending or may be brought by Plaintiffs, Class Members, or the AME Defendants against Non-Settling Defendants. Further, the Settling Parties retain the right to sue for alleged breaches of the Agreement.

2.7 "Class" means all persons who were participants, or were those participants' respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Defendants are excluded from the Class.

2.8 "Class Counsel" means individually and collectively, the attorneys and law firms approved and appointed by the Court to represent the Settlement Class, including:

<p>Matthew E. Lee MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 919-600-5000 Fax: 919-600-5035 mlee@milberg.com</p>	<p>Gregorio A. Francis OSBORNE & FRANCIS LAW FIRM, PLLC 433 Plaza Real, Suite 271 Boca Raton, FL 33432 (561) 293-2600 Fax: (561) 923-8100 gfrancis@realtoughlawyers.com</p>
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<p>J. Gerard Stranch, IV STRANCH, JENNINGS & GARVEY, PLLC 223 Rosa L. Parks Avenue, Suite 200 Nashville, Tennessee 37203 (615) 254-8801 Fax: (615) 255-5419 gstranch@stranchlaw.com</p>	<p>Kenneth S. Byrd LIEFF CABRASER HEIMANN & BERNSTEIN, LLP 222 2nd Ave S Nashville, TN 37210 615-313-9000 Fax: 615-313-9965 kbyrd@lchb.com</p>
<p>Susan L. Meter KANTOR & KANTOR LLP 9301 Corbin Ave., Suite 1400 Northridge, CA 91324 818-886-2525 Fax: 818-350-6274 smeter@kantorlaw.net</p>	<p>Richard Schulte WRIGHT & SCHULTE LLC 865 S. Dixie Dr. Vandalia, OH 45377 937-435-9999 Fax: 937-435-7511 rschulte@yourlegalthelp.com</p>
<p>Julie Nepveu AARP Foundation 601 E Street, NW Washington, DC 20049 (202) 434-6280 Fax: (202) 434-6424 jnepveu@aarp.org</p>	<p>Dhamian Blue BLUE LLP P.O. Box 1730 Raleigh, NC 27602 919-833-1931 Fax: 919-833-8009 dab@bluellp.com</p>

2.9 “Class Member” means any person who is a member of the defined Class who does not timely and validly request exclusion from the Class.

2.10 “Class Notice” means the notice mailed to potential Class Members of the preliminary approval of this Agreement and of the proposed Settlement.

2.11 “Court” means the United States District Court, Western District of Tennessee, Western Division, and the judge to whom the Action has been assigned.

2.12 “Days” means calendar days, unless otherwise noted. When a deadline or date in this Agreement falls on a weekend or a legal Court holiday, the deadline or date shall be extended to the next business day that is not a weekend or legal Court holiday.

2.13 “Effective Date” shall be the first date after the last of the following dates: (i) the date upon which the time expires for filing a notice of appeal of the Court’s Final Approval Order, with no appeals having been filed; or (ii) if there is an appeal or appeals of the Final Approval Order, three (3) days after the date of entry of an order affirming the Final Approval Order without material modification, and the time for review of that order has run, or entry of an order dismissing the appeal(s).

2.14 “Final Approval Hearing” means the hearing held by the Court, at least ninety (90) days after the entry of Preliminary Approval to, (a) determine whether to grant final approval of this Agreement as fair, reasonable, and adequate; (b) consider any timely objections to this Agreement and all responses thereto; and (c) rule on any Fee and Cost Application.

2.15 “Final Approval Order and Judgment” means the order and judgment to be entered by the Court approving the Settlement as reasonable, adequate, and in the best interests of the Class Members, and fully, completely, and finally disposing of and dismissing with prejudice and without costs all of Plaintiffs’, Class Members’, and AME Defendants’ claims asserted in the Action against Newport. The Final Approved Order and Judgment shall include the Bar Order as defined in Section 2.6 and shall comply with Section 9.3 of this Agreement.

2.16 “Legacy Fund” means that part of the African Methodist Episcopal Church Ministerial Retirement Annuity Plan as it existed prior to the effective date of AME Church’s new Plan with Wespath, with assets in Symetra annuities, real property in Key Marco, Florida, and recovery for losses on assets as asserted in the Action.

2.17 “Net Settlement Fund” means the Settlement Fund less (i) Notice and Administration Expenses and (ii) any Fee and Expense Award and interest thereon.

2.18 “Objection Deadline” means 60 days following the Notice Date as defined in Section 7.3 below.

2.19 “Opt-Out Deadline” means 60 days following the Notice Date as defined in Section 7.3 below.

2.20 “Person” means any natural person, individual, corporation, limited liability company, association, partnership, trust, or any other type of legal entity.

2.21 “Plan of Distribution” means the plan or formula of allocation and distribution of the Net Settlement Fund whereby the Net Settlement Fund shall be distributed to Class Members.

2.22 “Preliminary Approval Order” means the Order entered by the Court that grants the relief requested in the Motion for Preliminary Approval.

2.23 “Proposed Settlement” and “Settlement” mean the settlement described in this Agreement.

2.24 “Qualified Settlement Fund” means an interest-bearing tax-qualified trust account established for and held in trust for the sole benefit of the Class Members and for receipt of the Settlement Amount, as provided within the meaning of Treasury Regulation § 1.468B-1 promulgated under Section 468B of the Internal Revenue Code of 1986 as amended.

2.25 “Qualified Trust” means the trust account that will be established by the AME Church to (1) operate the Legacy Fund and (2) into which the Net Settlement Amount will be transferred upon entry of the Final Approval Order and Judgment.

2.26 “Released Claims” means any and all claims, demands, losses, rights, and causes of action of any nature whatsoever that Plaintiffs, any other member of the Settlement Class, or AME Defendants asserted in the Action, or could have been asserted or could be in the future asserted

in any forum, whether known or unknown (including, without limitation, Unknown Claims as described in Section 10.2 of this Agreement), whether foreign or domestic, whether arising under federal, state, common, or foreign law, by Plaintiffs, any member of the Settlement Class, AME Defendants, or their parents, subsidiaries, affiliates, successors, assigns, executors, administrators, representatives, attorneys, and agents, in their capacities as such, whether individual, class, direct, derivative, representative, on behalf of others, legal, equitable, regulatory, governmental, or of any other type or in any other capacity (collectively, “Claimants”), whether brought directly or indirectly against the Released Parties, that arise out of or are based upon or relate in any way to any of the allegations, acts, facts, transactions, statements, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in any complaint or cross claim filed in the Action or in any other action that has been filed or is filed in the future by or on behalf of Claimants arising out of related facts, events, occurrences, or transactions.

2.27 “Released Parties” or “Newport Released Parties” means Newport and its current and former parent entities, business units, business divisions, affiliates, or subsidiaries, and each and all of its current and former officers, directors, attorneys, employees, agents, trustees, parents, affiliates, subsidiaries, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, engineers, advisors, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, and each of its successors, predecessors, assigns, and assignees. The Released Parties are intended third-party beneficiaries of this Agreement and shall have the right, power, and authority to enforce the provisions hereof as though they were a party hereto. Notwithstanding the foregoing, Non-Settling Defendants are excluded from the Released Parties.

2.28 “Releasing Persons” mean Plaintiffs, all Class Members who do not properly and timely opt out of the Settlement Class, and each of their respective spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, employees, attorneys, agents and assigns, and all those who claim through a Class Member or who assert claims (or could assert claims) on a Class Member’s behalf. “Releasing Persons” also includes each of AME Defendants (as defined herein), as well as each of their respective former, past and present, direct and indirect, owners, affiliates, departments, divisions, subdivisions, officers, directors, executives, employees, attorneys, and agents.

2.29 “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Agreement.

2.30 “Settlement Amount” means Forty Million Dollars (\$40,000,000) in cash and to be paid pursuant to Section 3.0. This is the total aggregate dollar amount that Newport will be obligated to pay or cause to be paid if the Settlement is approved by the Court.

2.31 “Settlement Class” means all Class Members who are not validly excluded and/or who have not timely opted out of this Settlement.

2.32 “Settlement Fund” means the Settlement Amount plus all interest, accretions, and earnings thereon. The Settlement Fund shall constitute a Qualified Settlement Fund.

2.33 “Settling Parties” means Newport, Plaintiffs, Settlement Class Members, and AME Defendants.

2.34 “Tax” or “Taxes” mean any and all taxes, fees, levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional

amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state, and federal taxes.

2.35 “Third Party Administrator” or “TPA” means the company to be hired to administer the Legacy Fund when the assets of the Legacy Fund currently held at Symetra and invested in Florida Real Estate, are unwound, liquidated, and transferred to the Qualified Trust.

2.36 “Unknown Claim” is defined in Section 10.2.

3.0 SETTLEMENT AMOUNT

3.1 As a precondition of the Settlement, the Administrator will create or cause the creation of the Qualified Settlement Fund in an appropriate form that complies with applicable law. Upon or before establishment of the Qualified Settlement Fund, the Administrator shall apply for an employer identification number for the Qualified Settlement Fund utilizing Internal Revenue Service Form SS-4 and in accordance with Treasury Regulation § 1.468B-2(k)(4), and shall provide Newport with that employer identification number on a properly completed and signed IRS Form W-9. If requested, the Administrator and Newport shall fully cooperate in filing a relation-back election under Treasury Regulation § 1.468B-1(j)(2) to treat the Qualified Settlement Fund as coming into existence as a Settlement Fund as of the earliest possible date.

3.2 The Settlement Amount paid or caused to be paid by Newport will be maintained by the Administrator in an escrow account to be held as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing escrow account.

3.3 A primary goal of the Qualified Settlement Fund shall be to ensure no adverse federal tax treatment to the Class Members. Newport shall pay, or cause to be paid, the Settlement Amount into the Qualified Settlement Fund for the benefit of the Class by wire transfer to a bank account

identified by the Administrator. The Qualified Settlement Fund shall be an interest-bearing tax-qualified trust account established for and held in trust for the sole benefit of the Settlement Class Members.

3.4 No later than 14 days following preliminary approval of this Settlement by the Court, Newport shall pay or cause to be paid the Settlement Amount into the Qualified Settlement Fund. Other than Newport's obligation to pay or cause to be paid the Settlement Amount into the Qualified Settlement Fund as set forth herein, Newport shall have no obligation to make any other payment into the Qualified Settlement Fund pursuant to this Agreement or otherwise, and shall have no responsibility, obligation, or liability with respect to the Qualified Settlement Fund or the monies maintained therein or the administration of the Settlement, including, without limitation, any responsibility or liability for any fees, taxes, investment decisions, maintenance, supervision or distribution of any portion of the Settlement Amount.

3.5 The Settlement Amount is the maximum aggregate amount Newport shall be obligated to pay or cause to be paid under this Agreement, if it is approved by the Court

4.0 ADMINISTRATION AND CALCULATION

4.1 Plan of Distribution: The following principles apply to distribution of the Settlement Amount:

4.1.1 The calculation of the amount due to each Class Member from the Net Settlement Fund will be based on the ratio of the Class Member's account balance as of June 30, 2021 to the total value of all Class Member's account balances as of June 30, 2021, accounting for any distributions taken by participants between June 30, 2021 and the date those balances were retroactively calculated. This calculation shall be made after entry of the order granting Final Approval.

4.1.2 It is the intent of this Agreement to allocate the Settlement Amount to restore losses to Class Member participants in the Plan. In no event shall any Class Member be entitled to a distribution from the Settlement Amount prior to the transfer of the Settlement Amount to the Qualified Trust. Any request by a participant for a distribution of his or her account in the Qualified Trust shall be made and administered pursuant to the Plan's eligible distribution events.

4.2 The Administrator, pursuant to the Plan of Distribution and subject to such supervision and direction of Class Counsel with assistance as necessary from the Department of Retirement Services, and the Court as may be necessary or as circumstances may require, shall administer and calculate the allocation of each Class Members' pro rata share of the Net Settlement Amount and shall provide such calculation to the Third Party Administrator of the Legacy Fund for purposes of allocating each Class Member's proportionate share of the Settlement Amount to each participant's account in the Qualified Trust. Each participant's pro-rata payment shall be offset by any distributions to that participant prior to their account being reduced, if applicable. The Administrator shall oversee the distribution of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

4.3 The Net Settlement Amount shall be allocated to the Class Members substantially in accordance with the Plan of Distribution set forth in the Notice and approved by the Court.

4.4 The Advisor shall invest the Qualified Trust in a manner consistent with and compliant with the standards befitting an independent professional investment advisor. The Advisor shall be a fiduciary and maintain adequate insurance coverage in excess of \$60,000,000 to cover potential losses in managing plan funds.

4.5 The Administrator shall not disburse funds from the Qualified Settlement Fund except pursuant to and upon entry of the Final Approval Order and Judgment.

4.6 All funds held in the Qualified Settlement Fund shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Agreement and/or further order(s) of the Court.

4.7 Plaintiffs shall be solely responsible, subject to Court approval, for the content of class notice, administration, and the allocation of the Settlement Amount among Settlement Class

members. Newport will not have any involvement in the selection of the Administrator, the claims administration process, or the development of the plan of allocation of the Settlement proceeds (the “Plan of Distribution”). The Plan of Distribution will be solely proposed by Plaintiffs and be subject to Court approval, but such Plan of Distribution’s consideration by the Court shall be separate and distinct from the Court’s consideration of the fairness of the Settlement and will not affect the validity of the Settlement. The costs of notice shall be first covered by the interest earned by the Qualified Settlement Fund. Class Counsel expects that interest will exceed the costs of notice, but in the event it does not, AMEC Defendants have already agreed to be responsible for any additional costs of administration and/or notice as detailed in a separate settlement agreement with Plaintiffs, reflected on the docket in this Action at ECF No. 628-1. The parties agree that Newport will not be responsible for any costs of class notice or administration above the Settlement Amount.

5.0 ATTORNEYS’ FEES, REPRESENTATIONS, EXPENSES, AND SERVICE AWARDS

5.1 Attorneys’ Fees and Costs. The Parties agree that Class Counsel may make an application for attorneys’ fees and costs, and/or for payment of a service award to Plaintiffs, to be paid out of the Settlement Amount. AME Defendants and Newport may choose to oppose some or all of Plaintiffs’ request for fees, costs, or service awards to the Plaintiffs. The Settling Parties agree not to appeal any Court award of attorneys’ fees, costs, expenses, or service awards.

5.1.1 Except as provided for in this Section 5.1, the Settling Parties will bear their own attorneys’ fees, costs, and expenses incurred in the prosecution, defense, or settlement of the Action. Newport has no obligation to pay any attorneys’ fees and costs to any person incurred on behalf of Plaintiffs and/or the Class, or AME Defendants, other than the judicially approved amount out of the Qualified Settlement Fund pursuant to this Section. In no event shall Newport’s aggregate liability under this Settlement, including attorneys’ fees and costs, exceed the Settlement Amount. Any allocation of fees between or among Class Counsel and any other person representing Plaintiffs or AME Defendants shall be the sole responsibility of Class Counsel and AME Defendants’ Counsel, subject to any alterations by the Court.

5.2 Settlement Independent of Award of Fees, Costs and Service Payments. The procedure for the allowance or disallowance by the Court of a Fee and Expense Application by Class Counsel is not part of the Settlement set forth in this Agreement. The Court's denial of any Fee and Expense Application in whole or in part shall not prevent this Agreement from becoming effective, nor shall it be grounds for termination, and the Settling Parties shall request that the Court enter a finding pursuant to Rule 54(b) the Federal Rules of Civil Procedure with respect to the Judgment, and to address the request for approval of the Fee and Expense Application separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Agreement, and shall further request that any order or proceeding relating to the Fee and Expense Application not affect the finality of the Court's Judgment approving this Agreement and the Settlement set forth herein.

5.3 Plaintiffs, the Settlement Class, Class Counsel, and AME Defendants hereby waive, discharge and release Newport from any and all claims for attorneys' fees, by lien, statute, or otherwise for legal services in connection with this Action, except as set forth herein. Newport shall not be responsible for and shall have no liability whatsoever with respect to the allocation, distribution, or apportionment of any award of attorneys' fees and expenses among Class Counsel, AME Defendants' Counsel, or any other person who may assert a claim thereto.

6.0 PRELIMINARY APPROVAL

6.1 Order of Preliminary Approval. On or before March 4, 2025, Plaintiffs shall move the Court for entry of the Preliminary Approval Order. Pursuant to the motion for preliminary approval, Plaintiffs will request that the Court:

6.1.1 Find it will likely be able to approve the Settlement as fair, reasonable, and adequate;

6.1.2 Preliminarily certify the Class for settlement purposes only;

6.1.3 Approve the form, content, and manner of Class Notice and find that the notice program set forth in Section 7.0 of this Agreement constitutes the best notice practicable under the circumstances, and satisfies due process and Rule 23 of the Federal Rules of Civil Procedure;

6.1.4 Direct that Class Notice be sent to all the Class Members;

6.1.5 Appoint Verita Global, LLC as Administrator;

6.1.6 Set the date and time for the Final Approval Hearing, which may be continued by the Court from time to time without the necessity of further notice to the Class Members;

6.1.7 Set the Objection Deadline and Opt-Out Deadline.

7.0 CLASS NOTICE

7.1 CAFA. Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1715, *et seq.*, Newport shall send written notice of the Settlement to the Attorney General of the United States, appropriate state agencies, and any other appropriate government agencies at least 90 days prior to the Final Approval Hearing. The Parties agree that the foregoing notices will satisfy the obligations of such Act.

7.2 Class Member Identification. As soon as practicable after Preliminary Approval, but in any event no more than ten (10) days after the execution of this Agreement, AME Defendants shall provide the Administrator with access to their records for each Person reasonably believed to be a potential Class Member, the following information, if reasonably available: name, email address(es), last known mailing address, and participant account history and activity.

7.3 Timing of Class Notice. The Administrator shall disseminate Class Notice to potential Class Members not more than thirty (30) days after Preliminary Approval (the “Notice Date”).

7.4 Mailing of Settlement Notice. The Administrator shall send the Mail Notice via first class mail to the list of persons generated through the process for Class Member Identification in Section 7.2. If a Class Notice sent to any potential Class Member is returned as undeliverable, the Administrator will promptly log such return as undeliverable and provide copies of the log to

Newport's Counsel, AME Defendants' Counsel, and Class Counsel. If the mailing is returned to the Administrator with a forwarding address, the Administrator will forward the mailing to that address. For other returned mailings, the Administrator will run the name and address one time through a single commercial database chosen by the Administrator, and should the commercial database show a more current address, the Administrator shall re-mail the returned Class Notice to the more current address. No further efforts to locate or to find a more current address for Class Members is required.

7.5 Declaration of Compliance. The Administrator shall prepare a declaration attesting to compliance with the Class Notice requirements of this Agreement. Such declaration shall be provided to Newport's Counsel, Class Counsel, and AME Defendants' Counsel no later than fourteen (14) days prior to the Final Approval Hearing, and Class Counsel will file the declaration with the Court in support of Final Approval.

7.6 Best Notice Practicable. The Settling Parties agree that compliance with the procedures described in this Section is the best notice practicable under the circumstances and is due and sufficient notice to the Class of the pendency of the Action, certification of the Class, the terms of the Agreement, and the Final Approval Hearing, and satisfies the requirements of the Federal Rules of Civil Procedure, the United States Constitution, and any other applicable law, rule, and/or regulation.

8.0 OPT-OUTS AND OBJECTIONS

8.1 Opting Out. Any Class Member who wishes to exclude themselves from the Class must advise the Administrator in writing of that intent, and their opt-out request must be postmarked no later than the Opt-Out Deadline.

8.2 Opt-Out Information. The Administrator shall provide the Settling Parties with copies of all opt-out requests it receives and shall provide a list of all Class Members who timely and validly

opted out of the Class in the Administrator's declaration filed with the Court, as required by Section 7.5. Any individual in the Class who does not timely (as measured by the postmark on that individual's written notice) opt out of the settlement by written notice directed to the Administrator and containing the requisite information shall remain in the Class and shall be bound by any Orders of the Court about the Settlement or the Class. Any individual in the Class who fails to timely and validly opt out of the Settlement shall be bound by the terms of this Settlement.

8.2.1 In the written request for exclusion, the Class Member must state: (1) their full name, last four digits of their social security number, address, and telephone number where they may be contacted; and (2) a statement that they wish to be excluded from the Class. The request for exclusion must be personally signed by the Class Member submitting the request. A request to be excluded that does not include the foregoing information, that is not sent to the Administrator, that is not postmarked by the Opt-Out Deadline, or that is not personally signed by the Class Member, shall be invalid.

8.2.2 No person shall purport to exercise any exclusion rights of any other person, or purport (a) to opt-out Class Members as a group, aggregate, or class involving more than one Class Member; or (b) to opt-out more than one Class Member on a single paper, or as an agent or representative. Any such purported opt-outs shall be void.

8.2.3 Any member of the Class who submits a valid and timely request for exclusion will not be a Class Member and shall not be bound by the terms of this Agreement. If the Administrator believes any opt-out request is ambiguous as to its validity, the Administrator shall provide that request to counsel for the Settling Parties for review.

8.2.4 Copies of Requests for Exclusion will be provided by the Administrator to counsel for the Settling Parties not later than seven (7) days after the Opt-Out Deadline. The Administrator will satisfy this obligation by providing that information to the counsel identified in Section 8.3 below. The Claims Administrator will provide a list of each Class member who timely and validly opted out of the Class in its declaration filed with the Court, as required by Section 7.5. Members of the Class who do not properly and timely submit a Request for Exclusion will be bound by this Agreement and the Judgment, including the Release in Section 10 below.

8.3 Objections. Any Class Member may file a statement in support of or objection to the Settlement by the Objection Deadline. Any such statement or objection shall be filed with the Court at least thirty (30) calendar days prior to the Final Approval Hearing (or other date as prescribed by the Court), and also delivered by hand, email or First-Class Mail by that same date

to Class Counsel, AME Defendants' counsel, and Newport's Counsel at the addresses listed herein below:

<u>CLASS COUNSEL</u>	<u>AME DEFENDANTS' COUNSEL</u>	<u>NEWPORT'S COUNSEL</u>
Matthew E. Lee Jeremy R. Williams MILBERG COLEMAN BRYSON PHILLIPS GROSSMAN, PLLC 900 W. Morgan Street Raleigh, NC 27603 919-600-5000 Fax: 919-600-5035 mlee@milberg.com jwilliams@milberg.com	Bruce A. McMullen Mary Wu Tullis BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcmullen@bakerdonelson.com mtullis@bakerdonelson.com	Mark C. Nielsen Shaun M. Gates GROOM LAW GROUP 1701 Pennsylvania Avenue, NW Washington, DC 20006 202.861.5429 mcn@groom.com sgates@groom.com

8.4 Any such statement or objection must state: (1) their full name; (2) their address; (3) the telephone number and email address where they may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses they may call to testify; (6) copies of any exhibits that they intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (8) a statement of whether they intend to appear at the Final Approval Hearing with or without counsel; (9) a statement as to whether the objection applies only to the objector and a specific subset of the Class, or the entire Class; and (10) a statement as to whether the Class Member is objecting to the AME Settlement and/or the Newport Settlement.

Such objection must be filed with the Court with a postmark dated on or before the Objection Deadline. Any Class Member who does not submit a timely objection in accordance with this Agreement, the Notice, and otherwise as ordered by the Court shall not be treated as

having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

8.4.1 The Settling Parties will have the right to depose or seek discovery from any objector to assess whether the objector has standing and to understand the nature of the objection.

8.5 Any Class Member who objects may (but is not required to) appear at the Final Approval Hearing, either in person or through an attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A member of the Class who opts out may not object to this Agreement and is not entitled to be heard at the Final Approval Hearing.

8.6 Any individual in the Class who does not object to the Settlement in the manner prescribed herein and in the Notice, shall be deemed to have waived such objection and their right to object to the Settlement or the Judgment, and shall forever be barred and foreclosed from making any objection to the fairness, adequacy or reasonableness of the proposed Settlement and the Final Judgment, and from otherwise being heard concerning the Settlement and the Judgment in this or any other proceeding.

9.0 FINAL JUDGMENT

9.1 If the Settlement is approved preliminarily by the Court, and all other conditions precedent to the Settlement have been satisfied, no later than fourteen (14) calendar days prior to Final Approval Hearing:

9.1.1 Plaintiffs shall request that the Court enter the Final Approval Order, with Class Counsel filing a memorandum in support of the motion.

9.1.2 Class Counsel, AME Defendants, and/or Newport may file a memorandum addressing any objections to the Settlement.

9.2 At the Final Approval Hearing, the Court will consider and determine whether the provisions of this Agreement should be approved, whether the Settlement should be finally

approved as fair, reasonable, and adequate, whether any objections to the Settlement should be overruled, and whether a judgment reflecting final approval of the Settlement should be entered.

9.3 This Agreement is subject to and conditioned upon the issuance by the Court of a Final Approval Order which grants final approval of this Agreement and:

9.3.1 Finds that the Class Notice provided satisfies the requirements and due process rules set forth in Federal Rule of Civil Procedure Rule 23(e)(1);

9.3.2 Finds that the Class Members have been adequately represented by Plaintiffs and Class Counsel;

9.3.3 Certifies the Settlement Class, for settlement purposes only;

9.3.4 Finds that the Agreement is fair, reasonable, and adequate to the Class, that each Class Member who has not opted out in strict compliance with the terms of Section 8 above shall be bound by this Agreement, including the release in Section 10, and the covenant not to sue in Section 10.9, and that this Agreement should be and is approved;

9.3.5 Permanently enjoins each and every Class Member from bringing, joining, or continuing to prosecute any Released Claims against Newport or the Released Parties;

9.3.6 Enters a Final Approval Order and Judgment (as defined in Section 2.15), including the Bar Order (as defined in Section 2.6); and

9.3.7 Retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Settlement.

9.4 The judgment entered at the Final Approval Hearing will be deemed final for purposes of this Agreement after the latest of the following: (i) if no individual, or counsel on the individual's behalf, has filed an appearance that would give the individual potential standing to appeal the Final Approval Order, then on the date the settlement is finally approved by the Court; (ii) if an individual, or counsel on the individual's behalf, has filed an appearance, and no notice of appeal of the Final Approval Order is filed, the expiration date of the time for filing any appeal from the judgment, including any extension of such expiration date granted by order of any court of competent jurisdiction, by operation of law, or otherwise; (iii) the date of final affirmance on an appeal of the judgment, the expiration of the time for a petition for rehearing and a petition for

certiorari of the judgment, or, if such a petition is filed, either the denial of that petition or, if the petition is granted, the date of final affirmance of the Judgment following review pursuant to that grant; or (iv) the date of final dismissal of any appeal of the judgment or the final dismissal of any proceeding to review the judgment.

10.0 RELEASE OF CLAIMS

10.1 Released Claims. Plaintiffs and each Class Member, and each AME Defendant, on behalf of themselves and their respective heirs, executors, administrators, representatives, officers, employees, agents, attorneys, partners, successors, predecessors-in-interest, assigns, all those who claim through them or who assert or could assert claims on their behalf, including all derivative claims asserted on behalf of the Plan, shall, upon the Effective Date, by operation of the Final Judgment, be deemed to have fully, conclusively, irrevocably, forever, and finally released, relinquished, and discharged the Released Parties from any and all Released Claims. For the avoidance of doubt, Plaintiffs and Class Members are not releasing any claims against any of the non-AME Defendants except Newport.

10.2 Unknown Claims. Plaintiffs and Class Members, as well as AME Defendants, explicitly acknowledge that Unknown Claims within the scope of Released Claims could possibly exist. Plaintiffs and Class Members, as well as AME Defendants, may hereafter discover facts other than or different from those that they know or believe to be true with respect to the subject matter of the Released Claims or the law applicable to such claims may change. Nonetheless, Plaintiffs and Class Members, as well as AME Defendants, expressly agree that they shall have irrevocably waived and fully, finally and forever settled and released any known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent, claims with respect to all Released Claims, including Unknown Claims up to the Effective Date of this Agreement. Further, Plaintiffs and Class Members, as well as AME

Defendants, agree and acknowledge that they are bound by this Agreement, including by the Releases, and that all of their claims in the Action asserted against Newport shall be dismissed with prejudice and released, without regard to subsequent discovery of different or additional facts or subsequent changes in the law, and regardless of whether unknown losses or claims exist or whether present losses may have been underestimated in amount or severity, and even if they never received actual notice of the Settlement or received a Settlement Payment. The Parties acknowledge that the foregoing Releases were separately bargained for and are a material element of the Agreement.

10.3 In connection with the foregoing Releases, Plaintiffs and each Class Member, as well as AME Defendants, shall be deemed, as of the entry of the Final Judgment, to have waived any and all provisions, rights, and benefits conferred by any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542, which provides that:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

10.4 To the extent that anyone might argue that other principles of law are applicable— notwithstanding that the Parties have chosen Tennessee law to govern this Agreement—Plaintiffs, each Class Member, and AME Defendants are deemed to agree that the provisions of all such principles of law or similar federal or state laws, rights, rules, or legal principles, to the extent they are found to be applicable to this Agreement or the Action, are hereby knowingly and voluntarily waived, relinquished, and released. Plaintiffs, each Class Member, and AME Defendants recognize that, even if they may later discover facts in addition to or different from those which they now know or believe to be true, they nevertheless agree that, upon entry of the Final Judgment, they fully, finally, and forever settle and release any and all Released Claims and will be

permanently barred and enjoined from the institution or prosecution of any and all Released Claims against the Released Parties only.

10.5 Provided, however, that Released Claims do not include: Plaintiffs', Class Members', and AME Defendants' rights and obligations under this Agreement.

10.6 It is expressly understood that nothing in this Agreement is intended to impair or affect Plaintiffs' or AME Defendants' claims, individually, derivatively on behalf of the Plan, and on behalf of the Class against any Non-Settling Defendant, and such claims, aside from the Released Claims against the Released Parties, are expressly reserved.

10.7 This Agreement and the releases herein do not affect the rights of individuals in the Class who timely and properly submit a request for exclusion from the Settlement Class in accordance with this Agreement.

10.8 If Final Approval is not granted, or this Agreement is terminated or rendered void, the certification of the Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this or any other action can be or have been satisfied. In that event, Newport reserves and shall have all rights to challenge certification of a class action for trial purposes in the Action or in any other action, on all available grounds as if no Class had been certified.

10.9 **Covenants Not to Sue.** Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members, as well as AME Defendants, covenant and agree:

10.9.1 not to file, commence, prosecute, maintain, intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties;

10.9.2 not to organize or solicit the participation of potential Class Members in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in

any jurisdiction) based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; and

10.9.3 that the foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims asserted against any of the Released Parties.

10.10 Plaintiffs' and AME Defendants' Representations and Warranties. Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members, as well as AME Defendants, represent and warrant that they are the sole and exclusive owners of their Released Claims and that they have not assigned or otherwise transferred any interest in any Released Claims against any Released Parties, and further covenant that they will not assign or otherwise transfer any interest in their Released Claims.

10.11 Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members, as well as AME Defendants, represent and warrant that, after entry of Final Judgment, they have no surviving claim or cause of action against any of the Released Parties with respect to any of the Released Claims.

10.12 Plaintiffs, individually, derivatively on behalf of the Plan, and on behalf of Class Members, as well as AME Defendants, represent and warrant that there are no outstanding liens or claims against the Action.

10.13 The Parties, and each of them on their own behalf only, represent and warrant that they are voluntarily entering into the Agreement as a result of arms-length negotiations among their counsel; that in executing the 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 that 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 the Agreement by representations,

statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each of the Parties assumes the risk of mistake as to facts or law.

11.0 TERMINATION RIGHTS & REMEDIES

11.1 Plaintiffs, AME Defendants, and Newport shall each have the right to unilaterally terminate this Agreement by providing written notice of their election to do so (“Termination Notice”) to the other Settling Party within twenty (20) days if the Effective Date does not occur.

11.2 Newport shall have the right to terminate this Agreement if the scope of the Released Claims, the terms of the Proposed Final Order and Judgment, and other material terms are not approved by the Court and confirmed on appeal in substantially the form in which they appear in this Agreement. Newport also will have the option to terminate this Agreement if the number of Persons who exclude themselves from the Settlement Class (or who are deemed opted out) exceeds 5% of the total potential Class Members, provided that Newport may elect to reduce the Settlement Amount in proportionate amount to the percentage of persons who exclude themselves or who are deemed opted out, in lieu of termination. Plaintiffs and AME Defendants shall have the right to terminate this Agreement if the Settlement Amount is not timely funded in accordance with the terms of this Agreement.

11.3 If this Agreement fails for any reason, or if this Agreement is terminated for any reason:

11.3.1 Any funds already paid to the Qualified Settlement Fund shall be refunded to Newport, less any costs incurred that are not otherwise covered by the interest earned in the Qualified Settlement Fund. To the extent interest has been earned that exceeds incurred costs, such interest amount shall be payable to Newport;

11.3.2 This Agreement and the Proposed Settlement shall have no further force or effect, and all proceedings that have occurred with regard to this Agreement and the Proposed Settlement shall be without prejudice to the rights and contentions of the Parties and any Class Members;

11.3.3 This Agreement and all negotiations, statements and proceedings relating to them shall be without prejudice to the rights of the Parties, each of whom shall be restored to their respective positions existing immediately before the execution of this Agreement;

11.3.4 Pursuant to Federal Rule of Evidence 408 and similar provisions under State of Tennessee law, neither this Agreement, nor the Term Sheet, nor any related documents filed or created in connection with this Agreement or the Term Sheet shall be admissible in evidence in any proceeding, including proceedings involving Defendants in the Action who are not Settling Parties, except as necessary to approve, interpret, or enforce this Agreement. This provision, nor any other in this Agreement shall preclude a Non-Settling Defendant from arguing that the amount of any judgment that may be entered against it should be reduced or offset by this Settlement, as described in Section 2.6.3 above. Nor shall this provision prohibit a Non-Settling Defendant from using this Settlement Agreement for impeachment or to demonstrate bias, as permitted by the Court and in compliance with the applicable rules of evidence.

11.3.5 Any judgment or order entered in the Action relating to this Agreement or the Settlement, including, without limitation, any order certifying the Settlement Class, shall be automatically vacated *nunc pro tunc*, without the requirement of any motion or further order of the Court, and will be without any force or effect; and

11.3.6 The Parties shall not thereafter argue or raise a claim or defense, including, but not limited to, waiver, estoppel, or any other similar or related theories, based on the Agreement (including without limitation the provisions regarding class certification) and related pleadings and orders, the fact of this Agreement having been made, or that any settlement negotiations preclude Newport from opposing class certification or the claims in the Action or any other proceeding.

12.0 DENIAL OF LIABILITY

12.1 Newport enters into this Agreement without admitting, conceding or acknowledging any fault, liability, or wrongdoing of any kind. Indeed, Newport expressly denies that it violated any law, breached any agreement or obligation to the Plaintiffs, Class Members, or AME Defendants, or engaged in any wrongdoing with respect to the Plaintiffs, the Class Members, or AME Defendants. This Agreement, including the Plan of Distribution contained therein (or any other plan of distribution or allocation that may be approved by the Court), any of the terms of this Agreement or the negotiations or proceedings connected with it (including any arguments proffered in connection therewith) shall not be construed as an admission or concession by Newport of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind on the part of Newport, nor shall they be offered or received against Newport as evidence of or deemed or construed to be evidence of or constitute any presumption, concession,

or admission by Newport as to the truth of any allegations by Plaintiffs, Class Member, or AME Defendants, or the validity of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, damage, or wrongdoing of any kind of any kind by Newport, or in any way referred to for any other reason as against Newport, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Agreement.

12.2 In the event the Effective Date does not occur, or this Agreement is terminated, or the Proposed Settlement is not finally approved for any reason, Newport shall retain the right to object to the maintenance of the Action or any other proceeding as a class action and to contest the Action or any other case on any ground.

12.3 This Agreement, including the Plan of Distribution contained therein (or any other plan of distribution or allocation that may be approved by the Court), any of the terms of the Agreement or the negotiations or proceedings connected with it (including any arguments proffered in connection therewith) shall not be offered into evidence in any other case or proceeding: (a) in support of or in opposition to a motion to certify a contested class against Newport; or (b) as an admission or concession of liability or wrongdoing by Newport.

12.4 The Settlement Parties agree that the Settlement is a commercial accommodation and shall not be construed as an admission of evidence of any violation of any law or admission as to the truth of any allegation.

13.0 CONFIDENTIALITY/PUBLIC DISCLOSURE

13.1 The following constitutes highly confidential, sensitive, and private information (the “Confidential Information”): (a) the names, addresses, social security numbers, and other personally identifying data concerning a potential member of the Class compiled by AME

Defendants, Newport, or the Administrator in administering the Proposed Settlement; (b) files, documents, and electronic data related to individual account history or activity for each potential member of the Class; and (c) documents and data produced by AME Defendants or Newport in the Action identified as confidential pursuant to any agreed protective order in the Action. Confidential Information shall not be publicly disclosed by Class Counsel or other attorneys for Plaintiffs in this Action to any persons other than those identified in any agreed protective order entered in this Action or this Agreement, and shall not be used other than in this Action in connection with the Settlement. It is not a violation of this Agreement for either of the parties to provide the Court with information concerning the Plaintiffs or any objector's individual claims, or to provide the Court with anonymous aggregate claims data values solely for purposes of seeking preliminary or final approval of the Agreement or attorneys' fees, expenses, or service awards.

13.2 No Persons other than Newport's Counsel, AME Defendants' Counsel, Class Counsel, the Administrator, and their respective employees and contractors shall be allowed access to any Confidential Information. Any person to whom Confidential Information is disclosed or who has access to Confidential Information shall maintain it as confidential and shall not publicly disclose or release it to any person not authorized by Newport, AME Defendants, this Agreement, any agreed protective order, or the Court. Provided, that nothing in this Agreement shall be construed to restrict or limit Newport's use or disclosure of their own Confidential Information.

13.3 All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Agreement.

13.4 The Parties agree that Confidential Information shall not be used by Class Counsel or anyone employed with, retained by, or otherwise in any way related or associated with Class

Counsel in any other litigation, current or future, unless independently obtained through discovery in such other litigation.

13.5 The Settling Parties agree not to make, disseminate, or publish any statement outside of court about the existence and terms of this Agreement or the Settlement until Final Approval of the Settlement, except as authorized by the Court, required by law, or mutually agreed to by the Settling Parties. If Final Approval is not obtained, the Settling Parties agree not to make, disseminate, or publish any statement about the existence and terms of this Agreement or the Settlement, except as authorized by the Court or required by law. If Final Approval is obtained, the Settling Parties agree not to make, disseminate, or publish any statement about this Agreement or the Settlement that would be inconsistent in any way with the terms of this Agreement or would denigrate, disparage, or embarrass any of the Settling Parties, except as authorized by the Court or required by law. The Settling Parties further agree not to encourage, cooperate with, or facilitate others making, disseminating, or publishing any statement about this Agreement or the Settlement that the Settling Parties themselves are prohibited from making, disseminating, or publishing. The Settling Parties agree that the terms of this Section 13.5 survive any termination of this Agreement or the Settlement.

14.0 COMMUNICATIONS

14.1 Any inquiries from potential Class Members regarding the Settlement will be directed to the Administrator. Nothing herein, however, shall preclude Newport or AME Defendants from discussing the Settlement with their present or former employees, members of their Board of Directors or General Conference, or their attorneys, auditors, or agents concerning the existence, terms, and implementation of the Settlement, orally or in writing.

15.0 STAY OF LITIGATION

15.1 The Settling Parties agree that upon the execution of this Agreement, all pending deadlines in the Action (e.g., expert discovery, Daubert motions, dispositive motions, etc.) shall be stayed as between the Settling Parties, except to effectuate the terms of this Agreement.

16.0 MISCELLANEOUS

16.1 The Settling Parties and their counsel agree to undertake their best efforts and to cooperate with each other to effectuate this Agreement and the terms of the Settlement, including taking all steps and efforts to propose agreed-upon findings in the Final Approval Order and Judgment, as well as other actions contemplated by this Agreement, and any other reasonable steps and efforts that may become necessary by order of the Court or otherwise. The Settling Parties further agree to cooperate in respect to reasonable, agreed extensions to the timetable hereunder, subject to such Court approval as may be required.

16.2 The Settling Parties agree that each has complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure and the Final Approval Order and Judgment will contain a statement to reflect this compliance.

16.3 The terms and conditions set forth in this Agreement, including documents referenced herein, contains the entire and exclusive agreement of the Settling Parties hereto and supersede any prior agreements, including but not limited to the Settlement Term Sheet, negotiations, representations, or understandings between them, and may not be contradicted or supplemented by evidence of any prior or contemporaneous agreement. The Parties further intend that this Agreement constitutes the complete and exclusive statement of its terms as between the Parties and that no extrinsic evidence may be introduced in any proceeding concerning the terms of the Settlement. Prior or contemporaneous representations not contained in this Agreement shall be of no force or effect.

16.4 All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties hereto. The terms of this Agreement are and shall be binding upon each of the Parties hereto, upon each of their agents, attorneys, employees, successors and assigns, and upon all other Persons claiming any interest in the subject matter hereof through any of the Parties hereto, including any Class Member. Provided, however, that except as expressly provided in this Agreement, this Agreement is not intended to and does not confer upon any other person or entity any rights or remedies.

16.5 This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties, and any amendments or modifications shall be presented to the Court for approval. Amendments and modifications may be made without additional notice to the potential Class Members unless such notice is required by the Court.

16.6 To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit or other proceeding which may be instituted, prosecuted or attempted in breach of this Agreement.

16.7 Nothing contained in this Agreement shall in any way affect AME Defendants' Cross-Complaint and Third-Party Complaint, claims, rights to seek contribution, indemnity, set-off, or any other relief from any Non-Settling Defendant. All such rights and remedies of AME Defendants as to defendants other than Newport are specifically retained and preserved.

16.8 The administration and consummation of the Settlement as embodied in this Agreement shall be under the authority of the Court. The Court shall retain jurisdiction to protect, preserve, and implement the Agreement, including, but not limited to, enforcement of the releases contained in the Agreement, and to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Agreement and Final Judgment.

16.9 The waiver by any party of any breach of this Agreement will not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

16.10 This Agreement shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Tennessee, and the rights and obligations of the Settling Parties shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of Tennessee without giving effect to its choice-of law principles. The Settling Parties, to the fullest extent permitted by applicable law, to waive all rights to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

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

16.12 This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Agreement.

16.13 As used herein, the plural of any defined term includes the singular thereof, and the singular of any defined term includes the plural thereof, as the context may require.

16.14 This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement shall be deemed to have been executed upon the last date of execution by all the undersigned Parties or counsel. Each person executing this Agreement on behalf of any of the Settling Parties hereto represents that such person has the authority to so execute this Agreement.

16.15 Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and may be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

CLASS COUNSEL

Matthew E. Lee
Jeremy R. Williams

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, PLLC**

900 W. Morgan Street

Raleigh, NC 27603

919-600-5000

Fax: 919-600-5035

mlee@milberg.com

jwilliams@milberg.com

If to Counsel for AME Defendants:

<p>HUNTON ANDREWS KURTH, LLP</p> <p>Douglass P. Selby General Counsel of AME Church</p> <p>Bank of America Plaza, Suite 4100 600 Peachtree Street, NE Atlanta, GA 30308 T: 404.888.4000 dselby@huntonak.com</p> <p>Wendell Taylor 2200 Pennsylvania Avenue, NW Washington, DC 20037 T: 202.955.1500 wtaylor@huntonak.com</p>	<p>BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC</p> <p>Bruce A. McMullen First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 bmcmullen@bakerdonelson.com</p> <p>Mary Wu Tullis First Horizon Building 165 Madison Ave., Ste. 2000 Memphis, TN 38103 T: 901.526.2000 mtullis@bakerdonelson.com</p>
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If to Counsel for Newport:

<p>Mark C. Nielsen Shaun M. Gates GROOM LAW GROUP 1701 Pennsylvania Avenue, NW Washington, DC 20006 202.861.5429 mcn@groom.com sgates@groom.com</p>

SIGNATURE PAGES –



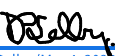

Dated: 03/04/2025By: 
Matthew E. Lee
Interim Co-Lead Counsel for PlaintiffsDated: 03/04/2025By: 
Gregorio A. Francis
Interim Co-Lead Counsel for PlaintiffsDated: 03/04/2025By: 
Douglass P. Selby
Counsel For AME DefendantsDated: 03/04/2025By: 
Mark C. Nielsen
Counsel for Newport Group, Inc.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE
RETIREMENT FUND LITIGATION**

MDL Docket No. 1:22-md-03035-STA-jay

ALL CASES

Honorable S. Thomas Anderson

**DECLARATION OF MATTHEW E. LEE IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENTS WITH AME
DEFENDANTS AND DEFENDANT NEWPORT GROUP, INC.**

I, Matthew E. Lee, declare under penalty of perjury:

1. I am a member in good standing of the State Bar of North Carolina and the State Bar of Florida, and a Senior Partner at the law firm of Milberg Coleman Bryson Phillips Grossman, PLLC ("Milberg"). The Court previously appointed me and Gregorio A. Francis as Interim Co-Lead Counsel. (ECF No. 68).

2. I make this declaration in support of Plaintiffs' Motion for Preliminary Approval of (1) a Class Action Settlement with Defendants African Methodist Episcopal Church ("AME Church"), AMEC Ministerial Retirement Annuity Plan (the "Plan"), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively, the "AME Defendants"), and (2) a separate Class Action Settlement with Defendant Newport Group, Inc.

3. I am familiar with the facts stated below based on my own personal knowledge and if called upon could and would testify competently about them.

LITIGATION HISTORY

4. This action was originally initiated on March 4, 2022, when my firm filed a lawsuit in the Western District of Tennessee on behalf of Reverend Pearce Ewing against the AME Church Defendants, Newport, and others over the losses to the African Methodist Episcopal Church Retirement Annuity Plan (“the Plan”). A total of six lawsuits would eventually be filed in the spring of 2022 against the AME Defendants and others over the apparent losses to the Plan.

5. The six lawsuits were centralized on June 2, 2022 by the Judicial Panel on Multidistrict Litigation and transferred to the Western District of Tennessee for coordinated pretrial proceedings before the Honorable S. Thomas Anderson, Chief United States District Judge for the Western District of Tennessee. (ECF No. 1). On August 4, 2022, the Court appointed Interim Co-Lead Counsel, Liaison Counsel, and the Plaintiff’s Steering Committee (“Class Counsel”). (ECF No. 68).

6. On August 19, 2022, Plaintiffs filed a Consolidated Amended Class Action Complaint against the AME Defendants, Newport, and the Non-Settling Defendants¹. (ECF No. 74). The AME Defendants moved to dismiss six of Plaintiffs’ eight claims against them (as well as Plaintiffs’ alternative claims if the Court were to determine that the Plan was governed by ERISA). (ECF No. 99). The AME Defendants did not move to dismiss Plaintiffs’ claims for breach of fiduciary duty or negligence. Newport moved to dismiss Plaintiffs’ five claims against it (as well as Plaintiffs’ alternative claims if the Court were to determine that the Plan was governed by

¹ “Non-Settling Defendants” means: Defendants Symetra Life Insurance Company (“Symetra”); Daniel Parrish of Parrish Law, LLC, Administrator Ad Litem of the Estate of Jerome V. Harris deceased; Robert Eaton; Financial Freedom Funds, LLC; Financial Freedom Group, Inc.; Financial Technologies, LLC; Motorskill Ventures, Inc.; Motorskill Ventures I, L.P.; Motorskill Asia Ventures 1, L.P.; Rodney Brown and Company; Trinity Financial Consultants, LLC; Sandra Harris; Day and Night Solar, LLC; Doe Corporations 1-10; and John Does 1-10.

ERISA). (ECF No. 100).

7. On March 17, 2023, the Court granted the AME Defendants' partial motion to dismiss Plaintiffs' claims in the Consolidated Amended Class Action Complaint. (ECF No. 197). In the same order, the Court granted in part and denied in part Newport's motion to dismiss Plaintiffs' claims in the Consolidated Amended Class Action Complaint, finding that Plaintiffs stated plausible claims for breach of fiduciary duty and negligence against Newport.

8. On October 18, 2022, the AME Defendants filed a cross-complaint against Newport and other of the Non-Settling Defendants, alleging state-law claims of breach of fiduciary duty and negligent misrepresentation against Newport. (ECF No. 116). Newport moved to dismiss the Cross-Complaint. (ECF No. 162). The AME Defendants then sought leave to and later filed an Amended Cross-Complaint, (ECF Nos. 198, 242), which Newport also moved to dismiss, (ECF No. 280).

9. On February 28, 2024, the Court granted in part and denied in part Newport's motion to dismiss the AME Defendants' Amended Cross-Complaint. (ECF No. 344). The Court denied the motion as to the AME Defendants' claims for breach of fiduciary duty and for common law negligence with respect to an alleged duty to verify.

10. On July 5, 2024, Plaintiffs moved for leave to amend and file a Second Consolidated Amended Class Action Complaint, (ECF No. 440), which the Court granted on August 5, 2024, (ECF No. 471). Plaintiffs thereafter filed their Second Consolidated Amended Complaint on August 29, 2024. (ECF No. 493). Against the AME Defendants, Plaintiffs asserted claims for breach of fiduciary duty, violation of the Tennessee Uniform Trust Code for breach of trust and misappropriation of trust funds, negligence, fraudulent concealment, and breach of contract. The AME Defendants moved to dismiss Plaintiffs' claims for violation of the Tennessee

Uniform Trust Code, fraudulent concealment, and breach of contract on September 20, 2024. (ECF No. 522). That motion is pending, and the Plaintiffs and the AME Defendants stayed further briefing in light of their potential settlement.

11. Against Newport, Plaintiffs asserted claims for breach of fiduciary duty, violation of the Tennessee Uniform Trust Code for breach of trust and misappropriation of trust funds, negligence, fraudulent concealment, fraudulent misrepresentation, civil conspiracy, aiding and abetting breach of fiduciary duty, and professional negligence in their Second Consolidated Amended Complaint. (ECF No. 493). Newport moved to dismiss all of Plaintiffs' claims except breach of fiduciary duty and professional negligence. (ECF No. 521). That motion is fully briefed and pending before the Court. (ECF Nos. 590, 629).

12. On September 30, 2024, the AME Defendants moved for leave to file a Second Amended Cross-Complaint against Newport, which the Court granted, and the AME Defendants filed the same on November 5, 2024 (ECF Nos. 539, 568, 570). Newport moved to dismiss the Second Amended Cross Complaint, and the AME Defendants responded in opposition on January 27, 2025 prior to the Settling Parties reaching a settlement in principle on February 4. (ECF Nos. 640, 698).

DISCOVERY EFFORTS

13. The discovery efforts in this case have been immense. Between April of 2023 and October of 2024, the AME Defendants produced close to 6,000 documents (including the documents seized by the FBI from Dr. Harris) totaling almost 425,000 pages and have continued to produce hundreds of additional documents in the last few months. Between January of 2023 and March of 2024, Newport alone produced almost 15,000 documents totaling almost 774,000 pages.

14. The Non-Settling Defendants collectively have produced almost 10,000 documents

since December of 2022 (which includes singular PDFs consisting of thousands of pages each). Plaintiffs also engaged in third-party discovery, issuing numerous subpoenas to entities including CBIZ, Deutsche Bank, JP Morgan, Regions Bank, and Truist, and receiving more than 2,100 documents in return.

15. Plaintiffs also actively litigated in the United States Bankruptcy Court for the Southern District of Texas for more than six months after Defendant Jarrod Erwin filed for bankruptcy on April 7, 2023, and noticed the automatic stay of all legal proceedings against him. (ECF No. 205). In the Erwin Bankruptcy, Plaintiffs were able to gather tens of thousands of additional documents from Jarrod Erwin and the Motorskill Defendants, participate in the Section 341 Meeting of Creditors, and conduct Rule 2004 examinations of Defendant Jarrod Erwin and his brother Ryan Erwin. *See In re Jarrod Reed Erwin*, No. 4:23-bk-31315 (Bankr. ECF Nos. 5, 10, 18, 28, 41, 55, 96, 112, 114, 118).

16. In the Erwin Bankruptcy Plaintiffs reviewed 60 bankers' boxes of hard copy documents and gathered only a subset of those documents to be copied electronically. (ECF Nos. 324, 336). Symetra later compelled the full collection of documents from Jarrod Erwin in the bankruptcy and produced all 60 bankers' boxes worth of documents in the MDL, which amounted to more than 8,000 documents totaling more than 105,000 pages.

17. In total, including the documents from the AME Defendants, Newport, the Non-Settling Defendants, and the Erwin Bankruptcy, there have been more than 40,000 documents totaling almost a million and a half pages of documents produced in this case.

18. Between the end of January and beginning of May of 2024, Plaintiffs took nine depositions of AME witnesses including: a Rule 30(b)(6) deposition related to ESI and document retention and the depositions of Dr. James Miller, the Executive Director of the Department of

Retirement Services who took over after Dr. Harris retired, Dr. Richard Allen Lewis, the retired Treasurer and Chief Financial Officer of the AME Church, as well as Irven Wright and Gloria Peterson, long-time employees of the Department of Retirement Services.

19. Between the beginning of April and the beginning of July of 2024, Plaintiffs took ten depositions of former and current Newport and Symetra employees as well as the depositions of Defendants Robert Eaton and a Rule 30(b)(6) deposition of Financial Freedom Group.

20. Between August of 2024 and February of 2025, Plaintiffs took an additional twelve depositions including a 30(b)(6) deposition of Symetra, three depositions of witnesses related to Robert Eaton and Day and Night Solar, the continued deposition of Rodney Brown, the outside auditor of the AME Department of Retirement Services, a 30(b)(6) deposition of Day and Night Solar, LLC, the depositions of four additional Symetra witnesses including Symetra's current CEO Margaret Meister, and the re-opened depositions of several Newport and Symetra witnesses. In addition, another seven depositions of AME witnesses and other individuals were noticed and taken by the Non-Settling Defendants.

21. In total, including nine of the named plaintiffs, 49 unique witnesses or parties have been deposed in both individual and 30(b)(6) depositions, and eight of those took place over more than one day.

22. Additionally, on January 31, 2025, Plaintiffs served their initial expert disclosures for three expert witnesses: (1) Harris Devor, a Certified Public Accountant engaged by Class Counsel in part to estimate the losses suffered by Plan participants between January 1, 2002 and June 30, 2021 under a hypothetical investment scenario and in accordance with the Statement on Standards for Forensic Services No. 1; (2) Martin Dirks, a financial investment professional engaged by Class Counsel in part to provide opinions on the relevant considerations for investing

a retirement plan, whether the Plan's assets were appropriately invested, and, using appropriate historical peer benchmarks and calculations provided by Devor, calculate historic damages to Plan participants; and (3) Eric Dyson, a retirement plan industry professional engaged by Class Counsel in part to provide opinions on whether Newport, Symetra, Dr. Harris, and Bob Eaton met their applicable standards of care. Class Counsel's opinions on the litigation and on the Settlements have been informed by our consultations with these experts.

23. Through these discovery efforts, Plaintiffs were able to strengthen their claims for negligence and breach of fiduciary duty against the Non-Settling Defendants, particularly Symetra, and to add numerous allegations in the Second Consolidated Amended Complaint showing that they acted in concert with Dr. Harris in the mismanagement and misappropriation of the Plan. For example, Symetra allowed Dr. Harris and Bob Eaton to transfer \$10 million to Financial Freedom Funds, LLC, an entity that Symetra believed to be owned and controlled by Bob Eaton. (ECF No. 493 ¶¶ 401-415). A month after this transfer, Symetra assisted Dr. Harris with his campaign to be re-elected as the Executive Director of the AMEC Department of Retirement Services. (*Id.* ¶¶ 416-427). Moreover, throughout the 20-year-plus period at issue, Symetra also sent Dr. Harris quarterly checks for administrative fees typically made out to "Dr. Jerome V. Harris, Trustee" for amounts much larger than what was authorized by the AME Church governing doctrine that Dr. Harris was able to cash and deposit how he wished (usually some into Department of Retirement Services bank accounts and some into his own company's accounts). (*Id.* ¶¶ 259-261, 430-432).

24. Class Counsel believes that Symetra's conduct rises to the level of a civil conspiracy between Dr. Harris, Robert Eaton, and other defendants who collectively ignored their fiduciary duties year after year and managed the Plan for their own benefit. (ECF No. 493). At a minimum, Symetra acting in concert with Dr. Harris means that Symetra can be held jointly and severally

liable with Dr. Harris for the mismanagement and misappropriation of the Plan.

25. Through these discovery efforts, Class Counsel have fully and thoroughly investigated the numerous factual and legal issues in this case and had ample opportunity to evaluate the strengths and weaknesses of Plaintiffs' claims against the AME Defendants, Newport, and the Non-Settling Defendants. Class Counsel believes that the Settlements with the AME Defendants and Newport at this stage of the case are in the best interest of the Class, particularly in light of the claims that are still pending against the Non-Settling Defendants. The Settlements will provide momentous and immediate relief to the Class² while the litigation remains ongoing against the Non-Settling Defendants.

THE CLASS SETTLEMENTS

A. History of Settlement Negotiations with the AME Defendants and Newport

26. Early in the litigation, the Parties engaged in an initial mediation session. Plaintiffs, the AME Defendants, and Newport as well as Defendants Symetra, Dr. Harris, and Robert Eaton agreed to mediate before the Honorable Janice M. Holder (Ret.) of the Tennessee Academy of Mediators and Arbitrators. Justice Holder served on the Tennessee Supreme Court for 18 years and has since served as a mediator and arbitrator for almost ten years. The mediation was conducted in Memphis on February 6, 2023. No resolution was reached at this first mediation between any of the attending parties, but it opened the door for future discussions between Plaintiffs and the AME Defendants.

27. Plaintiffs and the AME Defendants agreed to mediate again before Justice Holder approximately three months later on May 4, 2023. No resolution was reached at that time, although

² The Class consists of approximately 4,452 individuals after accounting for the exclusion of named defendants and individuals that had a plan balance of \$0 on June 30, 2021.

Plaintiffs and the AME Defendants again worked diligently towards that goal.

28. After the second mediation between the AME Defendants and Plaintiffs, Class Counsel's discovery efforts in the Erwin Bankruptcy got underway in earnest as did the discovery efforts in the MDL, at first through document review and later through depositions, which began in January of 2024.

29. Through the discovery efforts detailed above, Class Counsel thoroughly and painstakingly investigated the facts and law surrounding Plaintiffs' claims against the AME Defendants and Newport as well as against the Non-Settling Defendants.

30. With a much better understanding of the facts that would be presented to a jury at trial and the relative merits of the parties' positions, Plaintiffs agreed to mediate with the AME Defendants before Justice Holder for a third time on July 30, 2024. Plaintiffs and the AME Defendants continued to negotiate for several days after that and, following additional discussions and negotiations with Justice Holder, reached an agreement on all material terms of a settlement and later signed a binding Memorandum of Understanding reflecting the agreement on August 24, 2024.

31. Following Newport's motions to dismiss the Plaintiffs' Second Amended Consolidated Complaint and the AME Defendants' Second Amended Cross-Complaint, Newport initiated settlement discussions with Plaintiffs as well as the AME Defendants through their respective counsel.

32. Plaintiffs, Newport, and the AME Defendants engaged an experienced mediator, A. Lee Parks, and met in Atlanta for an in-person mediation on December 12, 2024. That mediation stretched into the evening after which the parties broke for the day. Following that mediation, Mr. Parks had extensive discussions with and between Class Counsel and counsel for the AME

Defendants and Newport over the holidays.

33. Then, the Settling Parties met again for a virtual mediation led by Mr. Parks on January 31, 2025. At the end of this mediation, Mr. Parks presented a triple-blind “mediator’s proposal” to Plaintiffs, the AME Defendants, and Newport.

34. A mediator’s proposal is a settlement offer presented by the mediator to mediating parties based on the mediator’s own assessment of the case, the parties’ positions, and what the mediator believes is a fair resolution under the circumstances. A mediator’s proposal is not a legal interpretation of the case. This tool is frequently used when the mediating parties have reached an impasse or the negotiations have stalled. Typically, as was the case here, the mediator presents a specific offer and terms to each party separately and then each party is asked to confidentially accept or reject the mediator’s proposal, usually within a certain timeframe. The parties do not know and will not know how each party responded to the proposal unless all parties accept the proposal. The blind nature of a mediator’s proposal allows the parties to weigh the offer on its merits and in light of their own assessments of the legal and factual issues without knowing whether the opposing party is going to accept or reject the proposal.

35. Mr. Parks proposed that Newport pay \$40 million in total to settle Plaintiffs’ and the AME Defendants’ claims. He gave the Settling Parties three days to consider the offer with their respective clients.

36. On February 3, 2025, Plaintiffs, Newport, and the AME Defendants each accepted Mr. Parks’ proposal and an agreement was reached. The Settling Parties worked diligently that same day to come to an agreement on the material terms of a settlement, and they signed a term sheet on the morning of February 4, just prior to the status conference set for later that morning. The Settling Parties reported to the Court that they had reached a settlement at the status conference

and thereafter began drafting and negotiating a long-form settlement agreement.

B. Primary Benefits of the Settlements

37. The AME Settlement provides Class Members with more than \$20 million in monetary recovery (factoring in that the second deposit of \$10 million will be reflective of the present value from August 2, 2024 to the date of payment and increased to reflect that value, meaning the AME Defendants' ultimate payment will be more than \$20 million). This constitutes about 23% of the more than \$88 million difference between the true value of the Plan in June of 2021 (roughly \$38 million) and the claimed total Plan value (roughly \$126 million).

38. The Newport Settlement provides Class Members with \$40 million in monetary recovery, which constitutes a little more than 45% of the more than \$88 million difference between the true value of the Plan in June of 2021 and the claimed total Plan value.

39. Although the Settlements are separate and not contingent on one another, together the \$60 million in monetary recovery represents almost 68% of the more than \$88 million difference in the true and claimed value of the Plan in June of 2021, a truly substantial recovery for Plaintiffs and the Class. This doesn't include the interest that would accrue prior to distribution of the Settlement Amounts, which Class Counsel estimates would likely be more than \$1 million (see paragraph 42), bringing the total monetary value of the combined Settlements to more than \$61 million.

40. To further maximize the value of the AME Settlement and the Newport Settlement, Class Counsel negotiated for payments by the AME Defendants and Newport to be made into an interest-bearing trust account (the "Qualified Settlement Fund"), to allow interest to accrue prior to distribution of the settlement proceeds.

41. The AME Defendants have already made the initial \$10 million deposit into the

Qualified Settlement Fund and are due to pay the remainder by May 30. That additional deposit will also earn interest in the Qualified Settlement Fund. Likewise, Class Counsel negotiated for Newport to deposit its Settlement Amount into the Qualified Settlement Fund prior to final approval, which is atypical in many class action settlements. The interest being earned now by the initial AME deposit in the Qualified Settlement Fund will be used to cover the costs of class notice and settlement administration for both the AME and Newport Settlements if the Court grants preliminary approval. To the extent notice and administration expenses exceed the interest earned in the Qualified Settlement Fund, the AME Defendants are responsible for paying the balance.

42. By our estimates, if the distribution date is August 15, 2025, then the initial \$10 million deposited by the AME Defendants would earn \$212,054.79 in interest at a 3% interest rate (the expected rate through distribution for the Qualified Settlement Fund) prior to distribution. The second \$10 million set to be deposited by the AME Defendants by May 30, 2025, would increase by at least \$395,835.62 to account for the adjusted present value and would then earn another \$63,287.67 in interest once deposited into the Qualified Settlement Fund. And finally, the Newport Settlement Amount would earn \$437,260.27 after it's deposited. In total, under those estimates, the Settlement Amounts would increase by \$1,108,438.36 prior to distribution. That amount, of course, could be more or less depending on several factors including the date of preliminary approval, if granted, fluctuations in interest rates, and the date of distribution.

43. Additionally, with respect to the AME Defendants, Class Counsel negotiated crucial operational changes to the management and administration of the Plan that will help ensure this type of catastrophic financial loss doesn't happen again. We negotiated several non-monetary settlement terms involving structural changes to how the AME Church operates the Plan, including the formal wind down of the AME Department of Retirement Services. The Plan will now adhere

to the principles of ERISA and all Plan assets will eventually be held in a Qualified Trust that will be invested by an independent professional investment advisor who is not an employee of the AME Church, is a fiduciary of the Plan, and who will maintain insurance coverage in excess of \$60 million.

C. The Qualified Trust

44. Immediately after signing the MOU, Plaintiffs and the AME Defendants began working on a long-form settlement agreement. As part of the AME Settlement, the AME Defendants established a structure for moving the “Legacy Fund” that remained in the Plan after the loss was discovered—namely, the funds currently held by Symetra as well as the real estate holdings in Florida—into a new tax-qualified trust with an independent fiduciary with authority to invest the Plan assets (the Qualified Trust).

45. To establish the Qualified Trust, the AME Church had to consider regulatory and tax restrictions for moving the Legacy Fund from Symetra to a new tax-qualified trust. The AME Defendants therefore engaged a trust and benefits attorney who advised that the AME Church needed to establish a tax-qualified trust account that would hold both the settlement proceeds and the Legacy Fund. The AME Church did so. Plaintiffs understand that process took a considerable amount of time, as it also required the AME Defendants to select a third-party to manage the investment and administration of the Qualified Trust.

46. The Qualified Trust will be properly managed like a standard institutional investment fund.

47. Because the Qualified Trust has been established, the settlement proceeds from both the AME Settlement and the Newport Settlement will flow and be distributed to Settlement Class Members as follows:

- a. The AME Settlement Amount will be deposited into an interest-bearing Qualified Settlement Fund that Class Counsel worked with Verita, the Settlement Administrator, to establish.
- b. The Newport Settlement Amount will be deposited into the Qualified Settlement Fund within 14 days of preliminary approval if the Newport Settlement is preliminarily approved by the Court.
- c. Following final approval of the AME Settlement and/or the Newport Settlement, attorneys' fees, costs, service awards, and administration and notice costs will be deducted from the Qualified Settlement Fund. The net proceeds remaining in the Qualified Settlement Fund will then be transferred into the Qualified Trust.
- d. The net proceeds from the Qualified Settlement Fund will be allocated on a pro rata basis to the Class Members in the Qualified Trust.
- e. In other words, while the Qualified Trust does not consist of individually managed accounts, each Class Member will be allotted a pro rata share of the Net Settlement Amount based on the proportion of the funds that they had in the Plan on June 30, 2021.
- f. Once this transfer has occurred and pursuant to their individualized eligibility requirements, Settlement Class Members will be able to take distributions from the Qualified Trust. Class Members' eligibility for distributions is based on the type of distribution (hardship, in service, full surrender, etc.) and whether a Settlement Class Member is still actively employed or has already retired.
- g. Lastly, the AME Church has committed to moving the Legacy Funds into the Qualified Trust account within 30 days of an order by the Court preliminarily

approving the AME Settlement.

48. Class Counsel will work with Verita, the AME Defendants, and Newport to ensure that the transfers and pro rata allocations occur promptly and in accordance with the Settlement Agreements and applicable regulations.

D. Attorneys' Fees, Expenses, and Service Awards

49. This is a partial settlement and there is more work to do as litigation continues against the Non-Settling Defendants. Class Counsel, however, intends to petition for attorneys' fees now of up to one-third of the Settlement Amounts (including of the interest earned prior to distribution), for costs in the amount of approximately \$1,200,000, and for service awards for each of the ten named Plaintiffs of \$20,000 per Plaintiff. Class Counsel will submit their petition in accordance with the timeline set by the Court in an order on preliminary approval.

50. Factoring in Class Counsel's request for attorneys' fees up to one-third of the Settlement Amounts and costs in the amount of approximately \$1,200,000, the combined net monetary relief to the Settlement Class from the AME and Newport Settlements would still equal approximately 44.3% of the \$88,489,163 difference between the represented value of the Plan and the true value of the Plan on June 30, 2021, especially factoring in the interest that would be earned prior to distribution.

PROPOSED CLASS COUNSEL AND NOTICE

51. The PSC consists of eight attorneys with significant and extensive experience in complex civil litigation, class action litigation, and retirement benefits litigation. They and their respective firms (Milberg Coleman Bryson Phillips Grossman, PLLC, Osborne & Francis Law Firm, PLLC, Stranch Jennings & Garvey, PLLC, Kantor & Kantor, LLC, Lieff Cabraser Heimann & Bernstein, LLP, Blue, LLP, Wright & Schulte, LLC, and the AARP Foundation) are well-

resourced and have the necessary experience and qualifications to serve as Class Counsel and to effectuate the Settlements. More information on Class Counsel can be found in Plaintiffs' Amended Motion for Appointment of an Interim Co-Lead Counsel and Plaintiffs' Steering Committee. *See* (ECF No. 52 and accompanying exhibits).

52. Class Counsel will work closely with Verita Global, LLC (the settlement administrator agreed to by Plaintiffs, the AME Defendants, and Newport) to ensure that the notice plan is executed according to the terms of the Settlement Agreements and the Plan of Distribution is effectuated according to the Settlement Agreements as well.

53. The Notice Plan should be largely straightforward. If either or both Settlements are approved, the AME Church will supply Verita with the mailing and email addresses of Class Members and Verita will issue direct notice to the Class. The proposed long form Notice combines the details of both Settlements and also instructs Class Members on how to object or opt out of either Settlement.

54. Additionally, the proposed Notice form will go a step further than typical common fund notices and provide an estimate of each Class Member's pro rata share of the Net Settlement Amount. That estimate could increase considering the exact amount of interest earned and any opt outs as the interest and any opt-outs respective pro-rata shares will be allocated pro rata in the same way as the Net Settlement Amount.

55. Lastly, Class Counsel has ensured that a small group of 15 Class Members (those who took distributions after June 30, 2021 and before the Plan funds were frozen by the AME Church upon the discovery of the difference in the true and claimed value of the Plan) will receive a separate Notice that explains that those Class Members will not receive a pro rata share of the Net Settlement Amount until the Plan has recovered certain amounts. Class Counsel hopes this

will alleviate any concerns of those Class Members upon receiving notice, but the Notice form specifically directs those Class Members to contact Class Counsel with questions about why they will not receive a pro rata share until the Plan hits certain benchmarks of recovery that are unique to each of those fifteen individuals.

PROPOSED CLASS REPRESENTATIVES

56. The named plaintiffs in this case have gone above and beyond in carrying out the duties and responsibilities of class representatives. The named plaintiffs first stepped forward in 2022 to bring suit against the AME Defendants, Newport, and the Non-Settling Defendants and, given the very personal nature of the financial loss and their long-time service to the AME Church, that was both a difficult and brave decision.

57. Since the various cases were consolidated, the named plaintiffs have—in addition to promptly attending to the standard business of serving as a class representative such as gathering documents, responding to discovery, and sitting for a deposition—spent countless hours providing information, insight, and feedback to Class Counsel on a myriad of issues, including this settlement. The named plaintiffs have taken their responsibility as representatives for all their fellow pastors and AME Church employees in the Class very seriously at all stages of the litigation and will continue to do so for the remainder of this litigation.

CONCLUSION

58. Based on my experience—and taking into consideration the risks of continued litigation against the AME Defendants and Newport—it is my opinion, as well as the opinion of my colleagues on the PSC, that the AME Settlement and the Newport Settlement are not only fair, reasonable, and adequate, but also a favorable result for the Class and treat all Class Members equitably. Accordingly, I believe that the proposed Settlement with the AME Defendants is in the

best interest of the Class and merits preliminary approval by this Court, and I believe the same is true for the proposed Settlement with Newport.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Dated: March 4, 2025.

/s/ Matthew E. Lee

Matthew E. Lee

**MILBERG COLEMAN BRYSON
PHILLIPS GROSSMAN, LLC**

900 W. Morgan Street

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EXHIBIT D

United States District Court for the Western District of Tennessee

In re: AME Church Employee Retirement Fund Litigation

Case No. 1:22-md-03035-STA-jay

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENTS AND FAIRNESS HEARING

If you are a Person who was a participant or a beneficiary of a participant in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, you may be eligible for a settlement payment.

- A Settlement has been reached between the African Methodist Episcopal Church (“AME Church”), AMEC Ministerial Retirement Annuity Plan (the “Plan”), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively the “AME Defendants”) and Plaintiffs of all claims that Plaintiffs are asserting against the AME Defendants in a class action lawsuit pending in the United States District Court for the Western District of Tennessee (the “AME Settlement”).
- A separate Settlement has also been reached (1) between Defendant Newport Group, Inc. (“Newport”) and Plaintiffs of all claims that Plaintiffs are asserting against Newport, and (2) between the AME Defendants and Newport of all claims that they asserted against each other in the same class action lawsuit pending in the United States District Court for the Western District of Tennessee (the “Newport Settlement”).
- The AME Defendants and Newport are referred to collectively in this Notice as the “Settling Defendants.”
- The lawsuit is known as *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.) (the “Action” or “Lawsuit”) pending in the United States District Court for the Western District of Tennessee (“the Court”). The Settling Defendants deny that they are at fault, they violated any law, or engaged in any wrongdoing, and the Court has not ruled in favor of any party (neither the Plaintiffs, the Settling Defendants, or any of the Non-Settling Defendants (defined below) who remain in the ongoing Lawsuit). The Plaintiffs have agreed to the Settlements to avoid the costs and risks associated with continuing the Lawsuit against the Settling Defendants, and to allow the Settlement Class Members to receive compensation.
- You are included in the Settlements as a Class Member if you were a participant or a beneficiary of a participant in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021 and if you have not been named as a Defendant in the Lawsuit.
- The information provided to you in this Notice is only a summary of the AME Settlement and the Newport Settlement. The terms detailed and explained in the AME Settlement Agreement that has been filed with the Court are the binding terms of the AME Settlement. You may find a copy of the AME Settlement Agreement at amechurchretirementsettlement.com. Likewise, the terms detailed and explained in the Newport Settlement Agreement that has been filed with the Court are the binding terms of the Newport Settlement. You also may find a copy of the Newport Settlement Agreement at amechurchretirementsettlement.com.
- **If you want to participate in the AME Settlement, the Newport Settlement, or both Settlements, then no action is required on your part.** You will be automatically included in the Settlements and will

receive a settlement payment in the manner described below if the Court grants final approval of the Settlements. If you do NOT want to participate in either the AME Settlement, the Newport Settlement, or both Settlements, then you must take action by **[Opt-Out Deadline]**, as described below.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED CLASS ACTION SETTLEMENTS.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
DO NOTHING	To receive your pro-rata portions of the AME Settlement Amount AND the Newport Settlement Amount, you do not need to do anything. Your portions will be deposited into your retirement account automatically after the Court grants final approval to the Settlements and final judgment is entered on Plaintiffs' claims against the AME Defendants and Newport.
EXCLUDE YOURSELF FROM EITHER OR BOTH SETTLEMENTS BY "OPTING OUT"	You may "opt out" of either the AME Settlement, the Newport Settlement, or both Settlements if you do not wish to participate in either or both Settlements. If you opt out of either or both Settlements, you will not receive any class action payment under the Settlement or Settlements that you opt out of. Opting out is the only option that allows you to pursue your own claims (in your own lawsuit) against the AME Defendants or Newport about the legal claims in this case. If you want to opt out of either or both Settlements, you must submit a signed Request for Exclusion by mail to the Settlement Administrator no later than [Opt-Out Deadline] . Untimely Requests for Exclusion will be rejected. See below for more detailed information on how to submit a Request for Exclusion and the effects of such a Request.
OBJECT TO EITHER OR BOTH SETTLEMENTS AND/OR ATTEND HEARING	You may object to either the AME Settlement, the Newport Settlement, or both Settlements if you think that either or both Settlements are not fair. You should submit a written objection to either or both Settlements no later than [Objection Deadline] . You may also ask the Court for permission to speak about your objection(s) at the Fairness Hearing. See below for more detailed information on how to submit an Objection.

- Your rights and options—and the deadlines by which you must exercise them—are explained in this Notice.
- Tennessee law prohibits retaliation for participating in or electing not to participate in the Settlements. The AME Defendants or Newport will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation in or decision not to participate in either or both Settlements.

BASIC INFORMATION

1. Why did I get this Notice?

The Settlements cover all persons who were participants, or were those participants' respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021 ("Class Member(s)"). According to records produced in the Lawsuit, you are a Class Member.

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve it. This Notice explains

the Lawsuit, the Settlements, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The case is captioned *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay, and is currently pending in the United States District Court for the Western District of Tennessee.

On [DATE], 2025, the Court preliminarily approved the AME Settlement and the Newport Settlement and directed the parties to issue this Notice. The Court will hold a Fairness Hearing (also known as a final approval hearing) on [REDACTED], 2025 at [REDACTED] a.m., in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. **The Fairness Hearing may be continued to another date without further notice.** You're encouraged to check the website amechurchretirementsettlement.com for any changes to the hearing date, time, or location.

2. What is this Lawsuit about?

This Lawsuit was brought by AME Retirement Plan participants (collectively, "Plaintiffs") against African Methodist Episcopal Church ("AME Church"), AMEC Ministerial Retirement Annuity Plan (the "Plan"), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively the "AME Defendants") and Newport Group, Inc. ("Newport") (collectively, the "Settling Defendants") as well as against Symetra Life Insurance Company ("Symetra"); Dr. Jerome V. Harris; Robert Eaton; Financial Freedom Funds, LLC; Financial Freedom Group, Inc.; Financial Technologies, LLC; Motorskill Ventures, Inc.; Motorskill Ventures I, L.P.; Motorskill Asia Ventures I, L.P.; Rodney Brown and Company; Trinity Financial Consultants, LLC; Sandra Harris; and Day and Night Solar, LLC ("collectively referred to as the "Non-Settling Defendants"). The operative consolidated complaint asserts ten claims for relief: (1) breach of fiduciary duty; (2) violation of the Tennessee Uniform Trust Code; (3) negligence; (4) conversion; (5) fraudulent concealment; (6) fraudulent misrepresentation; (7) breach of contract; (8) civil conspiracy; (9) aiding and abetting breach of fiduciary duty; and (10) professional negligence. Not all of these claims are asserted against each defendant. A copy of the complaint is available at amechurchretirementsettlement.com where you can review which specific claims are asserted against each defendant.

The AME Defendants and Newport deny all allegations in the Lawsuit. The Settlements therefore are not an admission of any wrongdoing by the AME Defendants or Newport or an indication that any law was violated. The Court has not ruled on the merits of the claims asserted by Plaintiffs against the AME Defendants and Newport in the Lawsuit. By approving the Settlements and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. Why are there Settlements at this stage of the ongoing Lawsuit?

The Court has not decided in favor of Plaintiffs, the AME Defendants, or Newport. There was no trial. The Settlements do not indicate that the Court or a jury would decide in favor of Plaintiffs against the AME Defendants or Newport. Additionally, the Lawsuit remains ongoing against the Non-Settling Defendants. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiffs, the AME Defendants, and Newport have concluded that it is in their respective best interests to settle the claims brought by Plaintiffs against the AME Defendants in the Action as well as to settle the claims brought by Plaintiffs and the AME Defendants against Newport.

These Settlements were reached after a lengthy and comprehensive exchanges of extensive information about and investigation of the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit by any party. By settling now, the Plaintiffs, the AME Defendants, and Newport avoid the burden, expense, and uncertainty of continued litigation on the Plaintiffs' claims against the AME Defendants and on the Plaintiffs and the AME Defendants' claims against Newport.

THE TERMS OF THE SETTLEMENTS**4. How much are the Settlements for?**

If the Court grants final approval of the AME Settlement, **the AME Defendants will pay Twenty Million Dollars (\$20,000,000)** (referred to as the “AME Settlement Amount”) to resolve the claims brought by Plaintiffs against the AME Defendants. If the Court grants final approval of the Newport Settlement, **Newport will pay Forty Million Dollars (\$40,000,000)** (referred to as the “Newport Settlement Amount”) to resolve the claims brought by Plaintiffs and the AME Defendants against Newport. All claims against the Non-Settling Defendants are preserved and will continue to be litigated.

The AME Settlement Amount is \$20,000,000 in cash adjusted to the present value from August 2, 2024, to the date that amount is paid into the Qualified Settlement Fund, which is an interest-bearing, tax-qualified trust account established for and held in trust for the sole benefit of the Class Members and for receipt of the AME Settlement Amount. The AME Settlement Amount will be paid in two installments: an Initial Deposit of \$10,000,000 by no later than November 30, 2024, and the remaining balance of the Settlement Amount by no later than May 30, 2025. The Initial Deposit has already been paid into the Qualified Settlement Fund. The AME Defendants have agreed that the AME Settlement Amount will not be funded in any way through assessments and/or budget raises to any local churches, annual conferences, or district conferences.

The Newport Settlement Amount is \$40,000,000 in cash and will be paid into the Qualified Settlement Fund within 14 days of the Court preliminarily approving the Newport Settlement.

Additionally, the net interest earned by the Qualified Settlement Fund prior to distribution will be distributed to the Settlement Class as part of the “Net Settlement Amount” (which equals the combined Settlement Amounts plus interest earned minus any Notice and Settlement Administration Expenses and/or awards of attorneys’ fees and costs or service awards to the named Plaintiffs).

Attorneys’ Fees and Costs. Because this is a class action lawsuit, the attorneys representing Plaintiffs and the Class (“Class Counsel”) must seek approval from the Court for an award of attorneys’ fees and costs for their time and expenses spent litigating the Action as well as for appropriate service awards for the named Plaintiffs for their time spent representing the Class and participating in the Action. Class Counsel intends to request that the Court award up to 33 and 1/3% of the combined Settlement Amounts plus interest earned in attorneys’ fees, approximately \$1,200,000 in costs, and \$20,000 as a service award for each named Plaintiff. Any award of attorneys’ fees and costs and any service awards will be paid out of the combined Settlement Amounts.

Class Counsel will submit their petition for attorneys’ fees, costs, and service awards on [DATE] and a copy of their petition will be available on amechurchretirementsettlement.com. Please note that Class Counsel reserves the right to petition for an additional award of attorneys’ fees and costs and for payment of appropriate service awards based on any additional recovery obtained from the Non-Settling Defendants.

5. How will my share of the Net Settlement Amount be calculated and distributed?

Every Class Member who does not opt out of either or both Settlements (the “Settlement Class”) will automatically be allocated a pro rata share of the Net Settlement Amount. **You do not have to submit a claim form in order to be allocated a pro rata share of the Net Settlement Amount.**

The Net Settlement Amount will be distributed pro rata to Settlement Class Members based on the ratio of the Class Member’s account balance as of June 30, 2021, to the total value of all Class Member’s account balances as of June 30, 2021, accounting for any distributions taken by participants between June 30, 2021, and the date those balances were retroactively calculated. The Settlement Administrator will be responsible for calculating

how to allocate the Net Settlement Amount and will oversee the transfer of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

The Qualified Trust is a trust account that has been established by the AME Church to operate the Legacy Fund (which is the portion of the Plan as it existed prior to the AME Church establishing a new Plan with Wespath after this Lawsuit commenced). The Qualified Trust is managed and invested by the Disciplina Group LLC, an independent professional investment company and fiduciary based in Nashville, Tennessee.

The Settlement Administrator will issue any tax forms as may be required by law for all amounts paid pursuant to the Settlements. The Settlement Administrator, AME Defendants and its counsel, Newport and its counsel, Plaintiffs and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of allocations under the Settlements.

6. How much will my share of the Net Settlement Amount be?

Your individual share of the Net Settlement Amount will be based on the allocation described above. Your individual share of the Net Settlement Amount is estimated to be \$ [REDACTED]. This amount is only an estimate, and the actual amount you receive may be more or less than the estimated amount. No shares will be allocated if the Court does not grant final approval of the Settlements.

HOW TO GET A SHARE OF THE NET SETTLEMENT AMOUNT

7. How can I get my share of the Net Settlement Amount?

If you do nothing and do not opt-out of either or both Settlements, your pro-rata share of the Net Settlement Amount will be automatically deposited into the Qualified Trust on your behalf after the Court grants final approval of the Settlements. Then, for Settlement Class Members who are eligible to take distributions, those Settlement Class Members will be able to take distributions from the Qualified Trust of their share of the Net Settlement Amount once the Net Settlement Amount has been transferred to the Qualified Trust.

In no event shall any Settlement Class Member be entitled to a distribution of their pro-rata share of the Net Settlement Amount prior to the transfer of the Net Settlement Amount to the Qualified Trust.

In other words, you will not receive a check or cash payment for your pro-rata share of the Net Settlement Amount. Rather you will be able to take a full or partial distribution of your pro-rata share based on your individual eligibility once the Court grants final approval of the Settlements and the Net Settlement Amount is transferred to the Qualified Trust.

8. What am I giving up to get a share of the Net Settlement Amount?

If the Court finally approves the Settlements, the Court will enter judgment on Plaintiffs' claims against the AME Defendants and Newport, and the judgment and Settlement Agreements will bind all Class Members who have not timely opted out of the Settlements and will bar all such Settlement Class Members from bringing certain claims against the AME Defendants and Newport as described below. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims Against the AME Defendants: As more fully explained in the AME Settlement Agreement, by operation of the Final Approval and Final Judgment, and except as to such rights as may be created by the AME Settlement Agreement, Plaintiffs and each of the Settlement Class Members (those Class Members who did not timely opt out of the Settlements) shall waive, fully release and forever discharge the AME Released Parties from any and all claims in this Action or relating to the allegations of this Action (the "Released Claims"),

which includes any Unknown Claims that could possibly exist with respect to the subject matter of the Released Claims.

“AME Released Parties” means the African Methodist Episcopal Church (“AME Church”) and African Methodist Episcopal Church, Inc., AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops, and each of their former, past and present, direct and indirect, affiliates, departments, divisions, subdivisions, officers, directors, executives, employees, and attorneys. AME Released Parties does not include Dr. Jerome Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

Release of Claims Against Newport: As more fully explained in the Newport Settlement Agreement, by operation of the Final Approval and Final Judgment, and except as to such rights as may be created by the Newport Settlement Agreement, Plaintiffs and each of the Settlement Class Members (those Class Members who did not timely opt out of the Settlements), on behalf of themselves, their spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, employees, attorneys, agents and assigns, and all those who claim through a Class Member or who assert claims (or could assert claims) on a Class Member’s behalf, shall waive, fully release and forever discharge the Newport Released Parties from any and all claims in this Action or relating to the allegations of this Action (the “Released Claims”), which includes any Unknown Claims that could possibly exist with respect to the subject matter of the Released Claims, as defined in Section 2.26 of the Newport Settlement Agreement.

“Newport Released Parties” means Newport and its current and former parent entities, business units, business divisions, affiliates, or subsidiaries, and each and all of its current and former officers, directors, attorneys, employees, agents, trustees, parents, affiliates, subsidiaries, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, engineers, advisors, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, and each of its successors, predecessors, assigns, and assignees. Newport Released Parties does not include Dr. Jerome Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

OPTING OUT OF THE SETTLEMENT(S)

9. **How do I exclude myself from the Settlement(s)?**

If you do not want to participate in either the AME Settlement, the Newport Settlement, or both Settlements, you should exclude yourself from either or both Settlements (that is, “opt out” of the Settlement(s)).

To opt out and exclude yourself from either the AME Settlement, the Newport Settlement, or both Settlements, you must mail a signed letter to the Settlement Administrator at the following address on or before [Opt-Out Deadline], 2025. No Request for Exclusion forms postmarked after this date will be valid.

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator
c/o [name of settlement administrator]
[address TBD]

The signed letter must state your name, telephone number, current address, last four digits of your Social Security number, and one of the following statements depending on whether you are requesting to opt out of the AME Settlement, the Newport Settlement, or both Settlements:

- A. “I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against the AME Defendants and hereby waive any rights I may have to participate in the class

settlement with the AME Defendants in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay.”

- B. “I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against the Defendant Newport and hereby waive any rights I may have to participate in the class settlement with Defendant Newport in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay.”
- C. “I, [NAME], voluntarily choose not to participate in either the settlement of the Class Action against the AME Defendants or in the settlement of the Class Action against Defendant Newport and hereby waive any rights I may have to participate in the class settlements with the AME Defendants and Defendant Newport in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay.”

Requests to opt out that do not include all required information will be deemed null, void, and ineffective.

OBJECTING TO THE SETTLEMENT(S)

10. How do I tell the Court that I don’t like the Settlement(s)?

If you don’t think that either the AME Settlement, the Newport Settlement, or both Settlements are fair, you can object to the Settlement(s) and tell the Court that you don’t agree with the Settlement(s) or some part of it.

To do so, you must mail or file a written statement of objection to the United States District Court for the Western District of Tennessee, or by filing them in person at any location of the United States District Court for the Western District of Tennessee, and be filed or postmarked on or before [Objection Deadline]. To be considered, the objection must state: (1) your full name; (2) your address; (3) the telephone number and email address where you may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses you may call to testify; (6) copies of any exhibits that you intend to introduce into evidence at the Fairness Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (8) a statement of whether you intend to appear at the Fairness Hearing with or without counsel; (9) a statement as to whether the objection applies only to you, to you and a specific subset of the Class, or the entire Class; and (10) a statement as to whether you are objecting to the AME Settlement and/or the Newport Settlement.

A copy of the objection must also be delivered by hand, email, or first-class mail to Class Counsel and to the AME Defendants’ counsel and/or Newport’s counsel, depending on which Settlement(s) you are objecting to, at the mailing or email addresses listed in Section 8.3 of the AME and Newport Settlement Agreements, available at amechurchretirementsettlement.com.

The written statement should also include the name of this action *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay. If you intend to appear at the Fairness Hearing and wish to speak at the hearing, you must include that in your objection. You do not have to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys’ fees and costs incurred.

Your objection must be received no later than [Objection Deadline] or you will be deemed to have waived any objections.

THE COURT’S FAIRNESS HEARING

11. When and where will the Court decide whether to approve the Settlement(s)?

The Court has scheduled a fairness hearing on [REDACTED], 2025 at [REDACTED] a.m., in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. The Court will review the proposed Settlements and decide whether they are fair, reasonable, and adequate and whether they should be finally approved. You are welcome, but not required, to attend this hearing, whether you agree with or object to the proposed Settlements.

The date of the fairness hearing may be changed without further notice to the Class. Before attending, please confirm the date of this hearing by contacting the Settlement Administrator.

If the Court grants final approval of the Settlements, notice of final judgment will be posted on the Settlement Administrator's website amechurchretirementsettlement.com within **seven** calendar days after entry of the final order and judgment.

GETTING MORE INFORMATION

12. Where can I get more information about the Settlements?

A complete copy of the AME Settlement Agreement, the Newport Settlement Agreement, this Notice, and other important documents from the Lawsuit are available at amechurchretirementsettlement.com. This website will be updated periodically to update the Class on any developments in the case.

If you have questions about the Settlements or would like more information, you should contact the Settlement Administrator, [REDACTED], at:

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator
c/o [name of settlement administrator]
[address TBD]

You may also contact the Class Counsel listed below:

Matthew E. Lee
Jeremy R. Williams
Milberg Coleman Bryson Phillips Grossman PLLC
919-600-5000

**PLEASE DO NOT CONTACT THE COURT, THE ATTORNEYS FOR THE AME DEFENDANTS,
OR THE ATTORNEYS FOR NEWPORT ABOUT THIS NOTICE.**

Dated: **DATE NOTICE WAS APPROVED**

By Order of the U.S.D.C. for the Western District of Tennessee

EXHIBIT E

United States District Court for the Western District of Tennessee

In re: AME Church Employee Retirement Fund Litigation

Case No. 1:22-md-03035-STA-jay

A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.

NOTICE OF CLASS ACTION SETTLEMENTS AND FAIRNESS HEARING

If you are a Person who was a participant or a beneficiary of a participant in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, you may be eligible for a settlement payment.

- A Settlement has been reached between the African Methodist Episcopal Church (“AME Church”), AMEC Ministerial Retirement Annuity Plan (the “Plan”), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively the “AME Defendants”) and Plaintiffs of all claims that Plaintiffs are asserting against the AME Defendants in a class action lawsuit pending in the United States District Court for the Western District of Tennessee (the “AME Settlement”).
- A separate Settlement has also been reached (1) between Defendant Newport Group, Inc. (“Newport”) and Plaintiffs of all claims that Plaintiffs are asserting against Newport, and (2) between the AME Defendants and Newport of all claims that they asserted against each other in the same class action lawsuit pending in the United States District Court for the Western District of Tennessee (the “Newport Settlement”).
- The AME Defendants and Newport are referred to collectively in this Notice as the “Settling Defendants.”
- The lawsuit is known as *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.) (the “Action” or “Lawsuit”) pending in the United States District Court for the Western District of Tennessee (“the Court”). The Settling Defendants deny that they are at fault, they violated any law, or engaged in any wrongdoing, and the Court has not ruled in favor of any party (neither the Plaintiffs, the Settling Defendants, or any of the Non-Settling Defendants (defined below) who remain in the ongoing Lawsuit). The Plaintiffs have agreed to the Settlements to avoid the costs and risks associated with continuing the Lawsuit against the Settling Defendants, and to allow the Settlement Class Members to receive compensation.
- You are included in the Settlements as a Class Member if you were a participant or a beneficiary of a participant in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021 and if you have not been named as a Defendant in the Lawsuit.
- The information provided to you in this Notice is only a summary of the AME Settlement and the Newport Settlement. The terms detailed and explained in the AME Settlement Agreement that has been filed with the Court are the binding terms of the AME Settlement. You may find a copy of the AME Settlement Agreement at amechurchretirementsettlement.com. Likewise, the terms detailed and explained in the Newport Settlement Agreement that has been filed with the Court are the binding terms of the Newport Settlement. You also may find a copy of the Newport Settlement Agreement at amechurchretirementsettlement.com.
- **If you want to participate in the AME Settlement, the Newport Settlement, or both Settlements, then no action is required on your part.** You will be automatically included in the Settlements and will

receive a settlement payment in the manner described below if the Court grants final approval of the Settlements. If you do NOT want to participate in either the AME Settlement, the Newport Settlement, or both Settlements, then you must take action by **[Opt-Out Deadline]**, as described below.

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED CLASS ACTION SETTLEMENTS.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENTS	
DO NOTHING	To receive your pro-rata portions of the AME Settlement Amount AND the Newport Settlement Amount, you do not need to do anything. Your portions will be deposited into your retirement account automatically after the Court grants final approval to the Settlements and final judgment is entered on Plaintiffs' claims against the AME Defendants and Newport.
EXCLUDE YOURSELF FROM EITHER OR BOTH SETTLEMENTS BY "OPTING OUT"	You may "opt out" of either the AME Settlement, the Newport Settlement, or both Settlements if you do not wish to participate in either or both Settlements. If you opt out of either or both Settlements, you will not receive any class action payment under the Settlement or Settlements that you opt out of. Opting out is the only option that allows you to pursue your own claims (in your own lawsuit) against the AME Defendants or Newport about the legal claims in this case. If you want to opt out of either or both Settlements, you must submit a signed Request for Exclusion by mail to the Settlement Administrator no later than [Opt-Out Deadline] . Untimely Requests for Exclusion will be rejected. See below for more detailed information on how to submit a Request for Exclusion and the effects of such a Request.
OBJECT TO EITHER OR BOTH SETTLEMENTS AND/OR ATTEND HEARING	You may object to either the AME Settlement, the Newport Settlement, or both Settlements if you think that either or both Settlements are not fair. You should submit a written objection to either or both Settlements no later than [Objection Deadline] . You may also ask the Court for permission to speak about your objection(s) at the Fairness Hearing. See below for more detailed information on how to submit an Objection.

- Your rights and options—and the deadlines by which you must exercise them—are explained in this Notice.
- Tennessee law prohibits retaliation for participating in or electing not to participate in the Settlements. The AME Defendants or Newport will not take any adverse action against or otherwise target, retaliate, or discriminate against any Class Member because of the Class Member's participation in or decision not to participate in either or both Settlements.

BASIC INFORMATION

1. Why did I get this Notice?

The Settlements cover all persons who were participants, or were those participants' respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021 ("Class Member(s)"). According to records produced in the Lawsuit, you are a Class Member.

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve it. This Notice explains

the Lawsuit, the Settlements, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The case is captioned *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay, and is currently pending in the United States District Court for the Western District of Tennessee.

On [DATE], 2025, the Court preliminarily approved the AME Settlement and the Newport Settlement and directed the parties to issue this Notice. The Court will hold a Fairness Hearing (also known as a final approval hearing) on [REDACTED], 2025 at [REDACTED] a.m., in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. **The Fairness Hearing may be continued to another date without further notice.** You're encouraged to check the website amechurchretirementsettlement.com for any changes to the hearing date, time, or location.

2. What is this Lawsuit about?

This Lawsuit was brought by AME Retirement Plan participants (collectively, "Plaintiffs") against African Methodist Episcopal Church ("AME Church"), AMEC Ministerial Retirement Annuity Plan (the "Plan"), AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops (collectively the "AME Defendants") and Newport Group, Inc. ("Newport") (collectively, the "Settling Defendants") as well as against Symetra Life Insurance Company ("Symetra"); Dr. Jerome V. Harris; Robert Eaton; Financial Freedom Funds, LLC; Financial Freedom Group, Inc.; Financial Technologies, LLC; Motorskill Ventures, Inc.; Motorskill Ventures I, L.P.; Motorskill Asia Ventures I, L.P.; Rodney Brown and Company; Trinity Financial Consultants, LLC; Sandra Harris; and Day and Night Solar, LLC ("collectively referred to as the "Non-Settling Defendants"). The operative consolidated complaint asserts ten claims for relief: (1) breach of fiduciary duty; (2) violation of the Tennessee Uniform Trust Code; (3) negligence; (4) conversion; (5) fraudulent concealment; (6) fraudulent misrepresentation; (7) breach of contract; (8) civil conspiracy; (9) aiding and abetting breach of fiduciary duty; and (10) professional negligence. Not all of these claims are asserted against each defendant. A copy of the complaint is available at amechurchretirementsettlement.com where you can review which specific claims are asserted against each defendant.

The AME Defendants and Newport deny all allegations in the Lawsuit. The Settlements therefore are not an admission of any wrongdoing by the AME Defendants or Newport or an indication that any law was violated. The Court has not ruled on the merits of the claims asserted by Plaintiffs against the AME Defendants and Newport in the Lawsuit. By approving the Settlements and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

3. Why are there Settlements at this stage of the ongoing Lawsuit?

The Court has not decided in favor of Plaintiffs, the AME Defendants, or Newport. There was no trial. The Settlements do not indicate that the Court or a jury would decide in favor of Plaintiffs against the AME Defendants or Newport. Additionally, the Lawsuit remains ongoing against the Non-Settling Defendants. However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiffs, the AME Defendants, and Newport have concluded that it is in their respective best interests to settle the claims brought by Plaintiffs against the AME Defendants in the Action as well as to settle the claims brought by Plaintiffs and the AME Defendants against Newport.

These Settlements were reached after a lengthy and comprehensive exchanges of extensive information about and investigation of the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit by any party. By settling now, the Plaintiffs, the AME Defendants, and Newport avoid the burden, expense, and uncertainty of continued litigation on the Plaintiffs' claims against the AME Defendants and on the Plaintiffs and the AME Defendants' claims against Newport.

THE TERMS OF THE SETTLEMENTS**4. How much are the Settlements for?**

If the Court grants final approval of the AME Settlement, **the AME Defendants will pay Twenty Million Dollars (\$20,000,000)** (referred to as the “AME Settlement Amount”) to resolve the claims brought by Plaintiffs against the AME Defendants. If the Court grants final approval of the Newport Settlement, **Newport will pay Forty Million Dollars (\$40,000,000)** (referred to as the “Newport Settlement Amount”) to resolve the claims brought by Plaintiffs and the AME Defendants against Newport. All claims against the Non-Settling Defendants are preserved and will continue to be litigated.

The AME Settlement Amount is \$20,000,000 in cash adjusted to the present value from August 2, 2024, to the date that amount is paid into the Qualified Settlement Fund, which is an interest-bearing, tax-qualified trust account established for and held in trust for the sole benefit of the Class Members and for receipt of the AME Settlement Amount. The AME Settlement Amount will be paid in two installments: an Initial Deposit of \$10,000,000 by no later than November 30, 2024, and the remaining balance of the Settlement Amount by no later than May 30, 2025. The Initial Deposit has already been paid into the Qualified Settlement Fund. The AME Defendants have agreed that the AME Settlement Amount will not be funded in any way through assessments and/or budget raises to any local churches, annual conferences, or district conferences.

The Newport Settlement Amount is \$40,000,000 in cash and will be paid into the Qualified Settlement Fund within 14 days of the Court preliminarily approving the Newport Settlement.

Additionally, the net interest earned by the Qualified Settlement Fund prior to distribution will be distributed to the Settlement Class as part of the “Net Settlement Amount” (which equals the combined Settlement Amounts plus interest earned minus any Notice and Settlement Administration Expenses and/or awards of attorneys’ fees and costs or service awards to the named Plaintiffs).

Attorneys’ Fees and Costs. Because this is a class action lawsuit, the attorneys representing Plaintiffs and the Class (“Class Counsel”) must seek approval from the Court for an award of attorneys’ fees and costs for their time and expenses spent litigating the Action as well as for appropriate service awards for the named Plaintiffs for their time spent representing the Class and participating in the Action. Class Counsel intends to request that the Court award up to 33 and 1/3% of the combined Settlement Amounts plus interest earned in attorneys’ fees, approximately \$1,200,000 in costs, and \$20,000 as a service award for each named Plaintiff. Any award of attorneys’ fees and costs and any service awards will be paid out of the combined Settlement Amounts.

Class Counsel will submit their petition for attorneys’ fees, costs, and service awards on [DATE] and a copy of their petition will be available on amechurchretirementsettlement.com. Please note that Class Counsel reserves the right to petition for an additional award of attorneys’ fees and costs and for payment of appropriate service awards based on any additional recovery obtained from the Non-Settling Defendants.

5. How will my share of the Net Settlement Amount be calculated and distributed?

Every Class Member who does not opt out of either or both Settlements (the “Settlement Class”) will automatically be allocated a pro rata share of the Net Settlement Amount. **You do not have to submit a claim form in order to be allocated a pro rata share of the Net Settlement Amount.**

The Net Settlement Amount will be distributed pro rata to Settlement Class Members based on the ratio of the Class Member’s account balance as of June 30, 2021, to the total value of all Class Member’s account balances as of June 30, 2021, accounting for any distributions taken by participants between June 30, 2021, and the date those balances were retroactively calculated. The Settlement Administrator will be responsible for calculating

how to allocate the Net Settlement Amount and will oversee the transfer of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

The Qualified Trust is a trust account that has been established by the AME Church to operate the Legacy Fund (which is the portion of the Plan as it existed prior to the AME Church establishing a new Plan with Wespath after this Lawsuit commenced). The Qualified Trust is managed and invested by the Disciplina Group LLC, an independent professional investment company and fiduciary based in Nashville, Tennessee.

The Settlement Administrator will issue any tax forms as may be required by law for all amounts paid pursuant to the Settlements. The Settlement Administrator, AME Defendants and its counsel, Newport and its counsel, Plaintiffs and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of allocations under the Settlements.

6. How much will my share of the Net Settlement Amount be?

Your individual share of the Net Settlement Amount will be based on the allocation described above. Your individual share of the Net Settlement Amount is estimated to be \$ [REDACTED]. This amount is only an estimate, and the actual amount you receive may be more or less than the estimated amount. No shares will be allocated if the Court does not grant final approval of the Settlements.

Records produced by Newport in the Lawsuit indicate that you took a distribution from your Balance in the Plan in the amount of \$ [REDACTED] after June 30, 2021, but before other distributions from the retirement plan were frozen. Accordingly, your estimated pro-rata share of the Net Settlement Amount is lower now than it otherwise would be had you not taken that distribution. You will, however, begin receiving a pro-rata share (based on your June 30, 2021 balance) of any future settlements or judgments involving the Non-Settling Defendants once the net recovery by the Plan exceeds \$ [REDACTED]. If you have questions about this, please contact Class Counsel using the contact information noted below.

HOW TO GET A SHARE OF THE NET SETTLEMENT AMOUNT

7. How can I get my share of the Net Settlement Amount?

If you do nothing and do not opt-out of either or both Settlements, your pro-rata share of the Net Settlement Amount will be automatically deposited into the Qualified Trust on your behalf after the Court grants final approval of the Settlements. Then, for Settlement Class Members who are eligible to take distributions, those Settlement Class Members will be able to take distributions from the Qualified Trust of their share of the Net Settlement Amount once the Net Settlement Amount has been transferred to the Qualified Trust.

In no event shall any Settlement Class Member be entitled to a distribution of their pro-rata share of the Net Settlement Amount prior to the transfer of the Net Settlement Amount to the Qualified Trust.

In other words, you will not receive a check or cash payment for your pro-rata share of the Net Settlement Amount. Rather you will be able to take a full or partial distribution of your pro-rata share based on your individual eligibility once the Court grants final approval of the Settlements and the Net Settlement Amount is transferred to the Qualified Trust.

8. What am I giving up to get a share of the Net Settlement Amount?

If the Court finally approves the Settlements, the Court will enter judgment on Plaintiffs' claims against the AME Defendants and Newport, and the judgment and Settlement Agreements will bind all Class Members who have not timely opted out of the Settlements and will bar all such Settlement Class Members from bringing

certain claims against the AME Defendants and Newport as described below. Specifically, you will be giving up or “releasing” the claims described below:

Release of Claims Against the AME Defendants: As more fully explained in the AME Settlement Agreement, by operation of the Final Approval and Final Judgment, and except as to such rights as may be created by the AME Settlement Agreement, Plaintiffs and each of the Settlement Class Members (those Class Members who did not timely opt out of the Settlements) shall waive, fully release and forever discharge the AME Released Parties from any and all claims in this Action or relating to the allegations of this Action (the “Released Claims”), which includes any Unknown Claims that could possibly exist with respect to the subject matter of the Released Claims.

“AME Released Parties” means the African Methodist Episcopal Church (“AME Church”) and African Methodist Episcopal Church, Inc., AMEC Ministerial Retirement Annuity Plan, AMEC Department of Retirement Services, AMEC General Board, and AMEC Council of Bishops, and each of their former, past and present, direct and indirect, affiliates, departments, divisions, subdivisions, officers, directors, executives, employees, and attorneys. AME Released Parties does not include Dr. Jerome Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

Release of Claims Against Newport: As more fully explained in the Newport Settlement Agreement, by operation of the Final Approval and Final Judgment, and except as to such rights as may be created by the Newport Settlement Agreement, Plaintiffs and each of the Settlement Class Members (those Class Members who did not timely opt out of the Settlements), on behalf of themselves, their spouses, family members, executors, representatives, administrators, guardians, wards, heirs, attorneys-in-fact, estates, bankruptcy estates, bankruptcy trustees, successors, predecessors, employees, attorneys, agents and assigns, and all those who claim through a Class Member or who assert claims (or could assert claims) on a Class Member’s behalf, shall waive, fully release and forever discharge the Newport Released Parties from any and all claims in this Action or relating to the allegations of this Action (the “Released Claims”), which includes any Unknown Claims that could possibly exist with respect to the subject matter of the Released Claims, as defined in Section 2.26 of the Newport Settlement Agreement.

“Newport Released Parties” means Newport and its current and former parent entities, business units, business divisions, affiliates, or subsidiaries, and each and all of its current and former officers, directors, attorneys, employees, agents, trustees, parents, affiliates, subsidiaries, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, insurers, engineers, advisors, heirs, executors, trustees, general or limited partners or partnerships, personal representatives, estates, administrators, and each of its successors, predecessors, assigns, and assignees. Newport Released Parties does not include Dr. Jerome Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

OPTING OUT OF THE SETTLEMENT(S)

9. **How do I exclude myself from the Settlement(s)?**

If you do not want to participate in either the AME Settlement, the Newport Settlement, or both Settlements, you should exclude yourself from either or both Settlements (that is, “opt out” of the Settlement(s)).

To opt out and exclude yourself from either the AME Settlement, the Newport Settlement, or both Settlements, you must mail a signed letter to the Settlement Administrator at the following address on or before [Opt-Out Deadline], 2025. No Request for Exclusion forms postmarked after this date will be valid.

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator
c/o [name of settlement administrator]

The signed letter must state your name, telephone number, current address, last four digits of your Social Security number, and one of the following statements depending on whether you are requesting to opt out of the AME Settlement, the Newport Settlement, or both Settlements:

- A. "I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against the AME Defendants and hereby waive any rights I may have to participate in the class settlement with the AME Defendants in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay."
- B. "I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against the Defendant Newport and hereby waive any rights I may have to participate in the class settlement with Defendant Newport in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay."
- C. "I, [NAME], voluntarily choose not to participate in either the settlement of the Class Action against the AME Defendants or in the settlement of the Class Action against Defendant Newport and hereby waive any rights I may have to participate in the class settlements with the AME Defendants and Defendant Newport in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay."

Requests to opt out that do not include all required information will be deemed null, void, and ineffective.

OBJECTING TO THE SETTLEMENT(S)

10. How do I tell the Court that I don't like the Settlement(s)?

If you don't think that either the AME Settlement, the Newport Settlement, or both Settlements are fair, you can object to the Settlement(s) and tell the Court that you don't agree with the Settlement(s) or some part of it.

To do so, you must mail or file a written statement of objection to the United States District Court for the Western District of Tennessee, or by filing them in person at any location of the United States District Court for the Western District of Tennessee, and be filed or postmarked on or before [Objection Deadline]. To be considered, the objection must state: (1) your full name; (2) your address; (3) the telephone number and email address where you may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses you may call to testify; (6) copies of any exhibits that you intend to introduce into evidence at the Fairness Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (8) a statement of whether you intend to appear at the Fairness Hearing with or without counsel; (9) a statement as to whether the objection applies only to you, to you and a specific subset of the Class, or the entire Class; and (10) a statement as to whether you are objecting to the AME Settlement and/or the Newport Settlement.

A copy of the objection must also be delivered by hand, email, or first-class mail to Class Counsel and to the AME Defendants' counsel and/or Newport's counsel, depending on which Settlement(s) you are objecting to, at the mailing or email addresses listed in Section 8.3 of the AME and Newport Settlement Agreements, available at amechurchretirementsettlement.com.

The written statement should also include the name of this action *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay. If you intend to appear at the Fairness Hearing and wish to speak at the hearing, you must include that in your objection. You do not have to be represented by a lawyer to object.

However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys' fees and costs incurred.

Your objection must be received no later than [Objection Deadline] or you will be deemed to have waived any objections.

THE COURT'S FAIRNESS HEARING

11. When and where will the Court decide whether to approve the Settlement(s)?

The Court has scheduled a fairness hearing on [redacted], 2025 at [redacted] a.m., in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. The Court will review the proposed Settlements and decide whether they are fair, reasonable, and adequate and whether they should be finally approved. You are welcome, but not required, to attend this hearing, whether you agree with or object to the proposed Settlements.

The date of the fairness hearing may be changed without further notice to the Class. Before attending, please confirm the date of this hearing by contacting the Settlement Administrator.

If the Court grants final approval of the Settlements, notice of final judgment will be posted on the Settlement Administrator's website amechurchretirementsettlement.com within seven calendar days after entry of the final order and judgment.

GETTING MORE INFORMATION

12. Where can I get more information about the Settlements?

A complete copy of the AME Settlement Agreement, the Newport Settlement Agreement, this Notice, and other important documents from the Lawsuit are available at amechurchretirementsettlement.com. This website will be updated periodically to update the Class on any developments in the case.

If you have questions about the Settlements or would like more information, you should contact the Settlement Administrator, [redacted], at:

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator
c/o [name of settlement administrator]
[address TBD]

You may also contact the Class Counsel listed below:

Matthew E. Lee
Jeremy R. Williams
Milberg Coleman Bryson Phillips Grossman PLLC
919-600-5000

**PLEASE DO NOT CONTACT THE COURT, THE ATTORNEYS FOR THE AME DEFENDANTS,
OR THE ATTORNEYS FOR NEWPORT ABOUT THIS NOTICE.**

Dated: DATE NOTICE WAS APPROVED

By Order of the U.S.D.C. for the Western District of Tennessee