

EXECUTION COPY

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

ALLEGHENY COUNTY EMPLOYEES'
RETIREMENT SYSTEM, EMPLOYEES'
RETIREMENT SYSTEM OF THE CITY OF
BATON ROUGE AND PARISH OF EAST
BATON ROUGE, DENVER EMPLOYEES
RETIREMENT PLAN, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS NATIONAL
PENSION FUND, and IOWA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

ENERGY TRANSFER LP, KELCY L.
WARREN, THOMAS E. LONG,
MARSHALL MCCREA, and MATTHEW S.
RAMSEY,

Defendants.

Case No. 2:20-cv-00200-GAM

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of June 12, 2025 (the "Stipulation") is entered into between (a) Lead Plaintiffs Allegheny County Employees' Retirement System, Employees' Retirement System of the City of Baton Rouge and Parish of East Baton Rouge, Denver Employees Retirement Plan, International Association of Machinists and Aerospace Workers National Pension Fund, and Iowa Public Employees' Retirement System ("Lead Plaintiffs"), on behalf of themselves and the Class (defined below); and (b) Defendant Energy Transfer LP ("Energy Transfer"), and Defendants Kelcy L. Warren, Thomas E. Long, Marshall

McCrea, and Matthew S. Ramsey (collectively, the “Individual Defendants,” and together with Energy Transfer, “Defendants,” and, together with Lead Plaintiffs, the “Parties”), and embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all Released Plaintiffs’ Claims as against Defendants and any and all other Defendants’ Releasees.¹

WHEREAS:

A. On November 20, 2019, and January 10, 2020, investors filed two federal securities class actions in two U.S. District Courts alleging claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. Following dismissal of one of those actions, the Court issued an Order on February 19, 2020, pursuant to the Private Securities Litigation Reform Act of 1995, appointing the Lead Plaintiffs, ECF 16 & 17. In the same Order, the Court approved Lead Plaintiffs’ selection of Barrack, Rodos & Bacine and Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the Class. *Id.*

B. Lead Plaintiffs filed the Operative Class Action Complaint for Violation of the Federal Securities Laws (“Complaint”) on June 15, 2020. ECF 43. The Complaint alleged that during the period from February 25, 2017, through and including December 3, 2019, Defendants made materially false or misleading representations and omissions regarding Energy Transfer’s construction of a 350-mile set of pipeline projects across the Commonwealth of Pennsylvania, consisting of the Mariner East 2 (“ME2”), Mariner East 2X (“ME2X,” and together with ME2, the

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 herein.

“Mariner East 2 Pipelines”), and Revolution pipelines. *Id.* The alleged false and misleading statements and omissions concerned: (i) the Mariner East 2 Pipelines’ and Revolution’s completion status and timelines, and the ME2’s capacity; (ii) Energy Transfer’s commitment to safety and regulatory compliance; and (iii) Energy Transfer’s compliance with criminal statutes and its Code of Business Conduct and Ethics. *Id.* The Complaint asserted that Defendants’ alleged misrepresentations and omissions caused investors to purchase Energy Transfer common units at artificially inflated prices and to suffer damages when the truth was revealed. *Id.*

C. On April 6, 2021, the Court granted in part and denied in part Defendants’ motion to dismiss the Action. ECF 64 & 65. Defendants filed an answer to the Complaint on June 11, 2021. ECF 69.

D. On September 17, 2021, Lead Plaintiffs filed a motion for class certification through which they sought to certify a class of all investors who purchased or otherwise acquired Energy Transfer common units from February 25, 2017, through and including December 3, 2019, and who were damaged as a result of Defendants’ alleged violations of the federal securities laws. ECF 79. On August 23, 2022, the Court issued an Opinion and Order granting in part and denying in part Lead Plaintiffs’ motion for class certification (the “Class Certification Order”). ECF 113 & 114. On October 24, 2022, the U.S. Court of Appeals for the Third Circuit denied Defendants’ petition for leave to appeal the Class Certification Order. ECF 122.

E. The Class Certification Order certified the Class as defined in ¶ 1(h) below, appointed Lead Plaintiffs as Class Representatives, and appointed Lead Counsel as class counsel in the Action. ECF 114. On February 9, 2024, Lead Plaintiffs filed an unopposed motion for Court approval of the Parties’ agreed form and manner of providing notice to the Class. ECF 186. On April 26, 2024, the Court entered an Order granting Lead Plaintiffs’ unopposed motion to

approve the proposed form, content, and method for dissemination of the Notice of Pendency of Class Action and the Summary Notice of Pendency of Class Action (the “Class Notice,” as set forth in Appendix A). ECF 206 (the “Class Notice Order”).

F. Pursuant to the Class Notice Order, the Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the deadline and procedures for doing so. *Id.* The Class Notice informed Class Members that they may not have the further opportunity to exclude themselves from the Class at the time of any settlement or judgment. *Id.* The Class Notice also informed Class Members that if they chose to remain a member of the Class, they would “be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable.” *Id.*

G. The deadline for requesting exclusion from the Class pursuant to the Class Notice was July 16, 2024. *Id.* Attached hereto as Appendix B is a list of the persons and entities who requested exclusion from the Class pursuant to the Class Notice.

H. Discovery in the Action commenced in June 2021 and concluded in December 2023. Pursuant to detailed document requests and substantial negotiations, Defendants and third parties produced more than 1.5 million pages of documents to Lead Plaintiffs. Lead Plaintiffs also produced more than 52,000 pages of documents to Defendants. Lead Plaintiffs also served subpoenas on and negotiated document discovery with 19 third parties, including Tetra Tech, Inc., Groundwater & Environmental Services, Inc., and Oz Directional Drilling Company, while Defendants served subpoenas on and negotiated discovery with 12 third parties, including Lead Plaintiffs’ investment managers as well as Morgan Stanley and UBS. In addition, the Parties conducted depositions of 31 fact witnesses, including the Individual Defendants and other senior Energy Transfer executives, and nine expert witnesses. The Parties also served and responded to

interrogatories and requests for admission, exchanged numerous letters concerning disputes between the Parties and with nonparties on discovery issues, and litigated multiple motions to compel the production of responsive documents.

I. By the close of discovery, the Court had dismissed or Lead Plaintiffs had decided not to pursue all statements except certain statements concerning (i) ME2's in-service timing and capacity; and (ii) Energy Transfer's commitment to safety and regulatory compliance.

J. On January 19, 2024, Defendants moved for summary judgment and Lead Plaintiffs moved for partial summary judgment. ECF 178 & 181. The briefing on both motions was completed on March 29, 2024. ECF 200 & 201. On August 8, 2024, the Court issued a decision granting the motions in part and denying them in part. ECF 215–17. The Court found that there were disputes of material fact as to whether Defendants' statements regarding the in-service date for ME2, as well as its capacity, were false or misleading, made with scienter, and caused Lead Plaintiffs and the Class to suffer damages. ECF 215. The Court also found as a matter of law that certain statements Energy Transfer made from February to June 2018 concerning ME2's initial capacity were false or misleading, that the statements were attributable to Individual Defendants Long, McCrea, and Ramsey, and that those Individual Defendants knew "the falsity or misleadingness of the initial capacity by February 2018." *Id.* The Court also found that Lead Plaintiffs could not show any losses caused by Defendants' statements concerning Energy Transfer's commitment to safety and regulatory compliance, and on that basis granted summary judgment for Defendants on all corrective disclosures except the August 2018 alleged corrective disclosure and all statements except those concerning ME2's in-service timing and capacity made on or before August 9, 2018. *Id.*

K. On February 14, 2025, the Court entered an order scheduling the trial of Lead Plaintiffs' remaining claims to begin on May 28, 2025 and also setting the schedule for the remaining pre-trial submissions. ECF 223. Pursuant to the Court-ordered schedule, on March 6, 2025, the Parties exchanged their exhibit lists, the names of witnesses they planned to call at trial, and deposition designations. On March 27, 2025, pursuant to the Court-ordered schedule, Lead Plaintiffs filed three *Daubert* motions and four motions *in limine*, and Defendants filed two *Daubert* motions and six motions *in limine*. On April 10, 2025, pursuant to the Court-ordered schedule, Lead Plaintiffs provided Defendants with their proposed jury instructions and verdict form.

L. On March 25, 2025, Lead Plaintiffs filed a motion to bifurcate the upcoming trial, which would lead to resolving Class-wide issues in the first phase of trial before turning to any Lead Plaintiffs-specific issues in a second phase. ECF 228. On March 27, 2025, Defendants filed a motion to empanel 12 jurors in the upcoming trial. ECF 255. The Parties filed their oppositions to those respective motions on April 16, 2025. ECF 269 & 270.

M. On April 23, 2025, following an earlier mediation with Robert A. Meyer of JAMS, the Parties reached an agreement in principle to settle and release all claims asserted in the Action against Defendants and Defendants' Releasees (defined below) in return for a cash payment of \$15,000,000, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

N. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties.

O. Based upon Lead Plaintiffs' and Lead Counsel's investigation and prosecution of the case, they have concluded that the terms and conditions of this Stipulation are fair, reasonable,

and adequate to Lead Plaintiffs and the other Class Members, and in their best interests. Based on Lead Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, Lead Plaintiffs have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the substantial financial benefit that Lead Plaintiffs and the other members of the Class will receive under the proposed Settlement; and (b) the significant risks and costs of continued litigation, trial, and appeal.

P. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the uncertainty, burden, and expense of further protracted litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Defendants with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that Defendants have, or could have, asserted. Defendants expressly deny that Lead Plaintiffs have asserted any valid claims as to any of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Lead Plaintiffs of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of the Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Lead Plaintiffs (individually and on behalf of all other Class Members) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the

Parties and the Class from the Settlement, all Released Plaintiffs' Claims as against Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action styled *Allegheny County Employees' Retirement System, et al. v. Energy Transfer LP, et al.*, Case No. 2:20-cv-00200-GAM, in the U.S. District Court for the Eastern District of Pennsylvania.

(b) "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) "Authorized Claimant" means a Class Member who or which submits a Claim to the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) "Claim" means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(e) "Claim Form" or "Proof of Claim Form" means the form, substantially in the form attached hereto as Exhibit 3 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

(f) "Claimant" means a person or entity who or which submits a Claim to the Claims Administrator seeking to be eligible to share in the proceeds of the Net Settlement Fund.

(g) “Claims Administrator” means the firm retained by Lead Counsel, subject to approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(h) “Class” means the class certified by the Court’s Order dated August 23, 2022. ECF 114. Specifically, the Class consists of all persons who purchased or otherwise acquired common units of Energy Transfer between February 25, 2017, and November 11, 2019, inclusive (the “Class Period”). Excluded from the Class are: (i) Energy Transfer; (ii) any directors and officers of Energy Transfer during the Class Period and members of their immediate families; (iii) the subsidiaries, parents, and affiliates of Energy Transfer; (iv) any firm, trust, corporation, or other entity in which Energy Transfer has or had a controlling interest; and (v) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class are (i) all persons and entities who submitted a request for exclusion from the Class in connection with the mailing of the Class Notice as set forth in Appendix B; or (ii) if, and only if, the Court requires an additional opportunity for Class Members to request exclusion from the Class, any persons or entities who exclude themselves by submitting a timely and valid request for exclusion in connection with the Settlement.

(i) “Class Member” means each person or entity who or which falls within the definition of the Class.

(j) “Class Distribution Order” means an order entered by the Court authorizing and directing that the Net Settlement Fund be distributed, in whole or in part, to Authorized Claimants.

(k) “Class Period” means the period between February 25, 2017, and November 11, 2019, inclusive.

(l) “Complaint” means the Operative Class Action Complaint for Violation of the Federal Securities Laws dated June 15, 2020. ECF 43.

(m) “Court” means the U.S. District Court for the Eastern District of Pennsylvania.

(n) “Defendants” means Energy Transfer and the Individual Defendants.

(o) “Defendants’ Counsel” means Gibson, Dunn & Crutcher LLP and Morgan, Lewis & Bockius LLP.

(p) “Defendants’ Releasees” means each and all of Defendants and their current and former parents, affiliates, subsidiaries, divisions, controlling unitholders, joint ventures, related or affiliated entities, Officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, heirs, principals, trusts, executors, administrators, managers, members, representatives, estates, estate managers, advisors, bankers, consultants, experts, accountants, auditors, employees, Immediate Family Members, insurers, indemnifiers, reinsurers, attorneys, and any firm, trust, corporation, or other entity in which a Defendant has or had a controlling interest.

(q) “Effective Date” with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 31 of this Stipulation have been met and have occurred or have been waived.

(r) “Escrow Account” means an account maintained at Citibank, N.A. wherein the Settlement Amount shall be deposited and held in escrow under the control of Lead Counsel.

(s) “Escrow Agent” means Citibank, N.A.

(t) “Escrow Agreement” means the agreement between Lead Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(u) “Final,” with respect to the Judgment or, if applicable, the Alternate Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys’ fees, costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

(v) “Energy Transfer” or the “Company” means Energy Transfer LP.

(w) “Immediate Family Members” means as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii): children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or employee) sharing the household.

(x) “Individual Defendants” means Kelcy L. Warren, Thomas E. Long, Marshall S. McCrea III, and Matthew S. Ramsey.

(y) “Judgment” means the final judgment, substantially in the form attached hereto as Exhibit B, to be entered by the Court approving the Settlement.

(z) “Lead Counsel” means the law firms of Bernstein Litowitz Berger & Grossmann LLP and Barrack, Rodos & Bacine.

(aa) “Lead Plaintiffs” means Allegheny County Employees’ Retirement System, Employees’ Retirement System of the City of Baton Rouge and Parish of East Baton Rouge, Denver Employees Retirement Plan, International Association of Machinists and Aerospace Workers National Pension Fund, and Iowa Public Employees’ Retirement System.

(bb) “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Lead Plaintiffs directly related to their representation of the Class, including, but not limited to, the costs associated with the Class Notice), for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund.

(cc) “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court.

(dd) “Notice and Administration Costs” means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Lead Counsel in connection with: (i) disseminating the Class Notice; (ii) providing notices to the Class related to the Settlement (including the costs associated with the Postcard Notice and Settlement Notice); and (iii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

(ee) “Officer” means any officer as that term is defined in Securities and Exchange Act Rule 16a-1(f).

(ff) “Parties” means Defendants and Lead Plaintiffs, on behalf of themselves and the Class.

(gg) “Plaintiffs’ Counsel” means Lead Counsel and Zaremba Brown PLLC, additional counsel for Lead Plaintiff International Association of Machinists and Aerospace Workers National Pension Fund.

(hh) “Plaintiffs’ Releasees” means Lead Plaintiffs and all other Class Members, and their respective current and former parents, affiliates, subsidiaries, Officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, trustees, trusts, employees, Immediate Family Members, insurers, reinsurers, and attorneys.

(ii) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Settlement Notice.

(jj) “Postcard Notice” means the postcard notice, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Class Members.

(kk) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(ll) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended.

(mm) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(nn) “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether arising under federal, state, common, or foreign law, including known claims and Unknown Claims, whether arising under federal, state, common, or foreign law, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants in the Action. This release does not cover, include, or release any claims relating to the enforcement of the Settlement.

(oo) “Released Plaintiffs’ Claims” means any and all claims and causes of action of every nature and description, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, including known claims and Unknown Claims, that Lead Plaintiffs or any other Class Member (i) asserted in the Complaint; or (ii) could have asserted in any other forum and that arise out of or relate in any way to the allegations, transactions, facts, matters or occurrences, representations, or omissions involved, set forth, or referred to in the Complaint which concerned Energy Transfer’s planning, permitting, and construction of the ME2, ME2X, and Revolution pipelines, and that relate to the purchase or other acquisition of Energy Transfer common units during the Class Period. This release does not cover, include, or release: (i) any claims asserted in *Davidson v. Warren*, No. DC-20-02332 (Dallas Cnty. Tex.); *Harris v. Warren*, No. 2-20-cv-00364-GAM (E.D. Pa.); *In re Energy Transfer LP Derivative Litig.*, No. 3:19-cv-02890-X (N.D. Tex.); and *Inter-Marketing Group USA, Inc. v. LE GP, LLC*, 2022-0139-SG (Del. Ch.); (ii) any claims by any governmental entity that arise out of any governmental investigation of Defendants relating to the conduct alleged in the Action; or (iii) any claims relating to the enforcement of the Settlement.

(pp) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

(qq) “Releases” means the releases set forth in ¶¶ 4-5 of this Stipulation.

(rr) “Releasing Defendants Party” or “Releasing Defendants Parties” means Defendants, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, as well as any other person or entity claiming through or on behalf of any of the foregoing, and any other person or entity legally entitled to bring Released Defendants’ Claims on behalf of a Defendant, in that capacity.

(ss) “Releasing Plaintiffs Party” or “Releasing Plaintiffs Parties” means Lead Plaintiffs and each and every Class Member, and their respective heirs, executors, administrators, predecessors, successors, and assigns, in their capacities as such, as well as any other person or entity claiming through or on behalf of any of the foregoing and any other person or entity legally entitled to bring Released Plaintiffs’ Claims on behalf of a Class Member, in that capacity.

(tt) “Settlement” means the settlement between Lead Plaintiffs, on behalf of themselves and the Class, and Defendants on the terms and conditions set forth in this Stipulation.

(uu) “Settlement Amount” means \$15,000,000 in cash.

(vv) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon.

(ww) “Settlement Hearing” means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(xx) “Settlement Notice” means the Notice of (I) Proposed Class Action Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses,

substantially in the form attached hereto as Exhibit 2 to Exhibit A, which is to be posted on the case website and, upon request, mailed and/or emailed to Class Members.

(yy) “Summary Settlement Notice” means the Summary Notice of (I) Proposed Class Action Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 4 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(zz) “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs incurred by Lead Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(aaa) “Unknown Claims” means any Released Plaintiffs’ Claims which any Releasing Plaintiffs Party does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Releasing Defendants Party does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Lead Plaintiffs and Defendants shall expressly waive, and each of the other Releasing Plaintiffs Parties and Releasing Defendants Parties shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code § 1542 and any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Lead Plaintiffs and Defendants acknowledge, and each of the other Releasing Plaintiffs Parties and Releasing Defendants Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

PRELIMINARY APPROVAL OF SETTLEMENT

2. No later than five (5) business days after the Parties' execution of this Stipulation, Lead Plaintiffs will move for preliminary approval of the Settlement, authorization to provide notice of the Settlement to the Class, and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by Defendants. Concurrently with the motion for preliminary approval, Lead Plaintiffs shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein.

4. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date, each of the Releasing Plaintiffs Parties shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall

forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims against any of the Defendants' Releasees.

5. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date, each of the Releasing Defendants Parties, shall be deemed to have, and by operation of law and of the judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim against Lead Plaintiffs and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Defendants' Claims against any of the Plaintiffs' Releasees.

6. Notwithstanding ¶¶ 4-5 above, nothing in the Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate Judgment, if applicable.

THE SETTLEMENT CONSIDERATION

7. In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, Defendants or Defendants' insurance carriers shall cause the Settlement Amount to be paid into the Escrow Account within thirty (30) calendar days of the later of: (a) the date of entry by the Court of an order preliminarily approving this Settlement; or (b) Defendants' Counsel's receipt from Lead Counsel of the information necessary to effectuate a transfer of funds to the Escrow Account, including wiring instructions that include the bank name and ABA routing number, account name and number, contact information for an individual to provide verbal confirmation of wire instructions, and a signed 2024 Form W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited.

USE OF SETTLEMENT FUND

8. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 17-29 below.

9. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the Federal Deposit Insurance Corporation ("FDIC") may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or invested in instruments backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or invested in instruments backed by the full faith and credit of the United States.

10. The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that Lead Counsel, as

administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendants' Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulation § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

11. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Lead Counsel and without further order of the Court. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, Taxes paid before the Effective Date occurs are subject to the maximum limit in ¶ 33. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants' Releasees shall have no responsibility or liability for the acts or omissions of Lead Counsel or their agents with respect to the payment of Taxes, as described herein.

12. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendants' Releasee or any other person or entity who or which paid any portion of the Settlement Amount, including, without limitation, Defendants' insurance carriers, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants (as defined in the Plan of Allocation), the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

13. Notwithstanding the fact that the Effective Date has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs related to the dissemination of the notice of the Settlement actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Postcard Notice, developing the case website and posting the Settlement Notice and Claim Form, publishing the Summary Settlement Notice, reimbursements to nominee owners for identifying beneficial owners or forwarding the Postcard Notice to beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims and printing and mailing the Settlement Notice and Claim Forms if requested by potential Class Members), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, subject to the maximum limit in ¶ 33, the portion of the reasonable Notice and Administration Costs that are related to the dissemination of the notice of the Settlement and are

paid or incurred shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

14. Lead Counsel will apply to the Court for a collective award of attorneys' fees to Plaintiffs' Counsel to be paid solely from (and out of) the Settlement Fund. Lead Counsel will also apply to the Court for payment of Litigation Expenses, which may include a request for reimbursement of Lead Plaintiffs' costs and expenses directly related to their representation of the Class, to be paid solely from (and out of) the Settlement Fund. Lead Counsel's application for an award of attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Lead Plaintiffs other than what is set forth in this Stipulation.

15. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Lead Counsel immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than thirty (30) days after: (a) receiving from Defendants' Counsel notice of the termination of the Settlement; or (b) any order reducing or reversing the award of attorneys' fees and/or Litigation Expenses has become Final. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement

embodied herein. Neither Lead Plaintiffs nor Lead Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses.

16. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to the allocation or award of attorneys' fees or Litigation Expenses. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account.

NOTICE AND SETTLEMENT ADMINISTRATION

17. As part of the Preliminary Approval Order, Lead Counsel shall seek appointment of a Claims Administrator. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Lead Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any of the other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation or such other plan of allocation as the Court approves, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, any Releasing Plaintiff Party in connection with the foregoing.

18. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Lead Counsel shall cause the Claims Administrator to mail the Postcard Notice to those members of the Class who were previously mailed copies of the Class Notice and any other

potential Class Members who may be identified through reasonable effort, and post the Settlement Notice and Claim Form on the case website as well. Lead Counsel shall also cause the Claims Administrator to have the Summary Settlement Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

19. No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. At least seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served on Lead Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA. The Parties agree that any delay by Defendants in timely serving the CAFA notice will not provide grounds for delay of the Settlement Hearing or entry of the Judgment, or Alternate Judgment, if applicable.

20. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total Recognized Claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Settlement Notice attached hereto as Exhibit 2 to Exhibit A, or in such other plan of allocation as the Court approves).

21. The Plan of Allocation proposed in the Settlement Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiffs and Lead Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court’s or any appellate court’s ruling with respect to the Plan of Allocation or any other plan of allocation

in this Action. No Defendant, or any of the other Defendants' Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

22. Any Class Member who or which does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, the Alternate Judgment, if applicable, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing or pursuing any action, claim, or other proceeding of any kind against Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

23. Lead Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendants' Releasee shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Claim for payment. Lead Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

24. For purposes of determining the extent, if any, to which a Class Member shall be entitled to be treated as an Authorized Claimant, the following conditions shall apply:

(a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 3 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other

documents or proof as the Claims Administrator or Lead Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Postcard Notice and Settlement Notice. Any Class Member who fails to submit a Claim by such date shall be forever barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless by Order of the Court such Class Member's Claim is accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing or pursuing any action, claim, or other proceeding of any kind against any and all Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation approved by the Court the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all

Claimants whose Claim the Claims Administrator proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Counsel shall thereafter present the request for review to the Court.

25. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided, however, that such investigation and discovery shall be limited to that Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. No discovery shall be allowed on the merits of this Action or of the Settlement in connection with the processing of Claims.

26. Lead Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (c) if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing or pursuing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

28. No person or entity shall have any claim against Lead Plaintiffs, Plaintiffs' Counsel, the Claims Administrator, or any other agent designated by Lead Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or any order of the Court. Lead Plaintiffs and Defendants, and their respective counsel, and Lead Plaintiffs' damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Plan of Allocation or any other plan of allocation that may be approved by the Court, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

29. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and parties to this Settlement expressly waive trial

by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

30. If the Settlement contemplated by this Stipulation is approved by the Court, Lead Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION, OR TERMINATION**

31. The Effective Date shall be deemed to occur on the occurrence or waiver of all of the following events:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 7 above;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and either the Court entered the Judgment and the Judgment has become Final, or the Court has entered an Alternate Judgment and neither Lead Plaintiffs nor Defendants seek to terminate the Settlement and the Alternate Judgment has become Final.

32. Upon the occurrence of all of the events referenced in ¶ 31 above, any and all remaining interest or right of Defendants or their insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

33. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (iii) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Lead Plaintiffs and Defendants shall revert to their respective positions in the Action as of April 23, 2025;

(c) The terms and provisions of this Stipulation, with the exception of this ¶ 33 and ¶¶ 13, 15, 36, and 55, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*;

(d) Within five (5) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Lead Counsel consistent with ¶ 15 above), less up to \$600,000 for (i) any portion of the Notice and Administration Costs that are related to dissemination of notice of the Settlement and are actually incurred, paid, or payable and (ii) any Taxes paid, due, or owing, shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct). In the event that the funds received by Lead Counsel

consistent with ¶ 15 above have not been refunded to the Settlement Fund within the five (5) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 15 above.

34. It is further stipulated and agreed that Lead Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“Termination Notice”) to the other Parties to this Stipulation within thirty (30) days of: (a) the Court’s final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court’s final refusal to approve the Settlement or any material part thereof; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is modified or reversed in any material respect by the U.S. Court of Appeals for the Third Circuit or the U.S. Supreme Court; or (e) the date upon which an Alternate Judgment is modified or reversed in any material respect by the U.S. Court of Appeals for the Third Circuit or the U.S. Supreme Court. In the event of termination pursuant to this provision, the provisions of ¶ 33 above shall apply. However, any decision or proceeding, whether in this Court or any appellate court, solely with respect to an application for an award of attorneys’ fees or Litigation Expenses or solely with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

35. In addition to the grounds set forth in ¶ 34 above, Lead Plaintiffs shall also have the right to terminate the Settlement in the event that the Settlement Amount has not been paid as provided for in ¶ 7 above, but only if (a) Lead Counsel have first notified Defendants’ Counsel in writing of Lead Plaintiffs’ intent to terminate pursuant to this paragraph, and (b) the entire

Settlement Amount is not deposited in the Escrow Account within five (5) business days after Lead Counsel have provided such written notice. This remedy is not exclusive; Lead Plaintiffs also have the option to enforce the terms of the Settlement, including Defendants' obligations under ¶ 7.

NO ADMISSION OF WRONGDOING

36. Defendants deny any wrongdoing, liability, or violation of law or regulation whatsoever, and neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be (i) offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of: (a) any presumption, concession, or admission by any of the Defendants' Releasees with respect to: (I) the truth of any fact alleged by Lead Plaintiffs; or (II) the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation (including without limitation the validity of elements of any claim addressed by the Court in any order that could have been overturned on appeal), or (b) any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees; or (ii) in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be (i) offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of: (a) any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit (including, without limitation, any argument as to the lack of merit of Lead Plaintiffs' claims that were addressed by the Court in any order that could have been overturned on appeal), that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount, or (b) any liability, negligence, fault, or wrongdoing of any kind; or (ii) in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and any other of the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

37. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

38. Defendants warrant that, as to the payments made or to be made on behalf of them, at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

39. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in favor of Releasees pursuant to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their respective positions in the litigation as provided in ¶ 33 above and any cash amounts in the Settlement Fund (less up to \$600,000 for (i) Taxes paid, due, or owing with respect to the Settlement Fund; and (ii) any portion of the Notice and Administration Costs related to dissemination of notice of the Settlement that is actually incurred, paid, or payable) shall be returned as provided in ¶ 33 above.

40. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiffs and any other Class Members against Defendants' Releasees with respect to the Released Plaintiffs' Claims. No Party

shall assert against any other Party any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure relating to the institution, prosecution, defense, or settlement of this Action. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

41. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both Lead Plaintiffs and Defendants (or their successors-in-interest).

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

43. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

44. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

45. This Stipulation and its exhibits constitute the entire agreement among Lead Plaintiffs and Defendants concerning the Settlement and this Stipulation and its exhibits. All Parties acknowledge that no other agreements, representations, warranties, or inducements have

been made by any Party hereto concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

46. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

47. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

48. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the Commonwealth of Pennsylvania without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

49. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

50. This Stipulation 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 Parties, it being recognized that it is the result of arm's-length negotiations between the Parties and all Parties have contributed substantially and materially to the preparation of this Stipulation.

51. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

52. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

53. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiffs or Lead Counsel: BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP

Attn: John Rizio-Hamilton
Adam H. Wierzbowski
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212) 554-1400
Facsimile: (212) 554-1444
Email: johnr@blbglaw.com
adam@blbglaw.com

-and-

BARRACK, RODOS & BACINE
Attn: Jeffrey W. Golan
Chad A. Carder
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
Telephone (215) 963-0600
Facsimile: (215) 963-0838
Email: jgolan@barrack.com
ccarder@barrack.com

If to Defendants or Defendants'
Counsel:

GIBSON, DUNN & CRUTCHER LLP
John T. Cox III
2001 Ross Avenue
Suite 2100
Dallas, TX 75201
Tel: (214) 698-3100
Fax: (214) 571-2900
Email: tcox@gibsondunn.com

GIBSON, DUNN & CRUTCHER LLP
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cdavis@gibsondunn.com

-and-

MORGAN, LEWIS & BOCKIUS LLP
Laura H. McNally
Karen Pieslak Pohlmann
2222 Market Street
Philadelphia, PA 19103
Tel: (215) 963-5000
Fax: (215) 963-5001
Email: laura.mcnally@morganlewis.com
karen.pohlmann@morganlewis.com

54. Except as otherwise provided herein, each Party shall bear its own costs.

55. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, and proceedings in connection with the Stipulation strictly confidential, except where disclosure is required by law.

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

57. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of June 12, 2025.

**BERNSTEIN LITOWITZ BERGER &
GROSSMANN LLP**

By: 
John Rizio-Hamilton

Adam H. Wierzbowski
Michael Mathai
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BARRACK, RODOS & BACINE

By:  _____

Jeffrey W. Golan

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Facsimile: (215) 963-0838
Email: jgolan@barrack.com
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Lead Counsel for Lead Plaintiffs and the Class

GIBSON, DUNN & CRUTCHER LLP

By: _____

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Lead Counsel for Lead Plaintiffs and the Class

GIBSON, DUNN & CRUTCHER LLP

By:  _____

John T. Cox III

2001 Ross Avenue

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Dallas, TX 75201

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San Francisco, CA 94105

Tel: (415) 393-8200

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cdavis@gibsondunn.com

MORGAN, LEWIS & BOCKIUS LLP

By: *Laura McNally*

Laura H. McNally
Karen Pieslak Pohlmann
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Philadelphia, PA 19103
Tel: (215) 963-5000
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Email: laura.mcnally@morganlewis.com
karen.pohlmann@morganlewis.com

Counsel for Defendants

Appendix A

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

ALLEGHENY COUNTY EMPLOYEES'
RETIREMENT SYSTEM, EMPLOYEES'
RETIREMENT SYSTEM OF THE CITY OF
BATON ROUGE AND PARISH OF EAST
BATON ROUGE, DENVER EMPLOYEES
RETIREMENT PLAN, INTERNATIONAL
ASSOCIATION OF MACHINISTS AND
AEROSPACE WORKERS NATIONAL
PENSION FUND, and IOWA PUBLIC
EMPLOYEES' RETIREMENT SYSTEM,
Individually and On Behalf of All Others
Similarly Situated,

Plaintiffs,

v.

ENERGY TRANSFER LP, KELCY L.
WARREN, THOMAS E. LONG,
MARSHALL MCCREA, and MATTHEW S.
RAMSEY,

Defendants.

Case No. 2:20-cv-00200-GAM

NOTICE OF PENDENCY OF CLASS ACTION

To: All persons who purchased or otherwise acquired common units of Energy Transfer LP between February 25, 2017, and November 11, 2019, inclusive.

A federal court has authorized this notice. Please do not disregard the information contained in this notice. This document is not junk mail, an advertisement, or a legal solicitation.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.
YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT
PENDING IN THIS COURT. THIS NOTICE ADVISES YOU OF YOUR
OPTIONS REGARDING THE CLASS ACTION.**

You are receiving this Notice pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Eastern District of Pennsylvania (the "Court") to inform you (i) of a class action lawsuit that is now pending in the Court under the caption *Allegheny County Employees' Retirement System, et al. v. Energy Transfer LP, et al.*, Case No. 2:20-cv-00200-GAM (the "Action") against Energy Transfer LP ("Energy Transfer"), Kelcy L. Warren, Thomas E. Long, Marshall McCrea, and Matthew S. Ramsey (collectively, "Defendants"), and

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(ii) that the Action has been certified by the Court to proceed as a class action on behalf of certain purchasers and acquirers of Energy Transfer common units.

The Court has not decided whether Defendants did anything wrong, and this Notice is not an admission by Defendants or an expression of any opinion of the Court concerning the merits of the lawsuit or a finding by the Court that the claims asserted by Lead Plaintiffs the Allegheny County Employees' Retirement System, the Employees' Retirement System of the City of Baton Rouge and Parish of East Baton Rouge, the Denver Employees Retirement Plan, the IAM National Pension Fund, and the Iowa Public Employees' Retirement System (collectively, "Lead Plaintiffs") in this case are valid. There is no settlement or monetary recovery at this time, and there is no guarantee there will be any recovery. However, your legal rights may be affected.

What are my options?	
Do nothing	<p>Stay in this lawsuit. Await the outcome. Give up certain rights.</p> <p>By doing nothing, you keep the possibility of sharing in any recovery (monetary or otherwise) that may result from a trial or a settlement. But you give up any right you may have to sue Defendants separately about the issues and claims being raised in this lawsuit, and you will be bound by the outcome of this case.</p>
Ask to be excluded by July 16, 2024	<p>Get out of this lawsuit. Get no benefits from it. Keep your rights.</p> <p>If you ask to be excluded from this lawsuit, you will not be bound by what the Court does in this case and will keep any right you might have to sue Defendants separately about the same issues and claims being raised in this lawsuit. If a recovery is later awarded in this case, you would not share in that recovery.</p>

BASIC INFORMATION

1. The "Class," as certified by the Court, consists of:

All persons who purchased or otherwise acquired common units of Energy Transfer LP between February 25, 2017, and November 11, 2019, inclusive (the "Class Period").¹

Excluded from the Class are: (i) Energy Transfer; (ii) any directors or officers of Energy Transfer during the Class Period and members of their immediate families; (iii) the subsidiaries, parents, and affiliates of Energy Transfer; (iv) any firm, trust, corporation, or other entity in which Energy Transfer has or had a controlling interest; and (v) the legal representatives, heirs, successors, and assigns of any such excluded party.

2. This Notice is directed to you because you may be a member of the Class (a "Class Member"). If you are a Class Member, your rights will be affected by this Action. If you

¹ Before October 19, 2018, Energy Transfer LP was known as Energy Transfer Equity, L.P. and its common unit ticker symbol was ETE. On October 19, 2018, Energy Transfer Equity, L.P. changed its name to Energy Transfer LP and changed its common unit ticker symbol to ET.

do not meet the definition of a Class Member, the Notice does not apply to you. If you are uncertain whether you are a Class Member, contact Class Counsel listed below, in paragraph 17, or your own attorney.

3. This Notice is not an admission by Defendants or an expression of any opinion of the Court concerning the merits of the Action or a finding by the Court that the claims asserted by Lead Plaintiffs in this case are valid. This Notice is intended solely to advise you of the pendency of the Action and of your rights in connection with it. Defendants have (i) denied all claims and wrongdoing asserted in the Action and any liability arising out of the conduct alleged in the Action and (ii) asserted various defenses. No findings of fact, fault, or liability have been made as to any of the current parties to the Action. No trial has occurred and there is no judgment, settlement, or monetary recovery at this time.
4. The Class definition may be subject to change by the Court pursuant to Rule 23 of the Federal Rules of Civil Procedure. Defendants have reserved their rights in this Action, which could include moving to de-certify the Class, in whole or in part, or seeking the exclusion from the Class of certain entities or individuals at a later date.

OVERVIEW AND STATUS OF THIS ACTION

5. On November 20, 2019 and January 10, 2020, investors filed two federal securities class actions in two United States District Courts alleging claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934. Following dismissal of one of those actions, the Court issued an Order on February 19, 2020, pursuant to the Private Securities Litigation Reform Act of 1995, appointing the Lead Plaintiffs. In the same Order, the Court approved of Lead Plaintiffs' selection of Barrack, Rodos & Bacine and Bernstein Litowitz Berger & Grossmann LLP as Lead Counsel for the Class.
6. The Operative Class Action Complaint for Violation of the Federal Securities Laws ("Complaint") was filed on June 15, 2020. The Complaint alleges that during the period from February 25, 2017, through and including December 3, 2019, Defendants made materially misleading or false representations regarding Energy Transfer's construction of a 350-mile set of pipeline projects across the Commonwealth of Pennsylvania, consisting of the Mariner East 2 ("ME2"), Mariner East 2X ("ME2X," and together with ME2, the "Mariner East 2 Pipelines"), and Revolution pipelines. These concerned: (i) the Mariner East 2 Pipelines' and Revolution's completion status and timelines, and the Mariner East 2 Pipelines' stated initial throughput; (ii) Energy Transfer's commitment to safety and regulatory compliance; and (iii) Energy Transfer's compliance with its Code of Business Conduct and Ethics. The Complaint asserts that Defendants' alleged misrepresentations and omissions caused investors to purchase Energy Transfer common units at artificially inflated prices and to suffer damages when the truth was revealed.
7. On April 6, 2021, the Court granted in part and denied in part Defendants' motion to dismiss the Action. The Defendants have denied and continue to deny that they violated the federal securities laws as alleged in the Complaint.
8. Defendants filed an answer to the Complaint on June 11, 2021. Defendants deny any wrongdoing in this lawsuit and believe that the claims are without merit. Among other things, Defendants contend that the statements detailed in the Complaint were not materially false or misleading, that Defendants did not make the statements with the

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requisite intent to deceive investors, that they did not have a duty to disclose certain information to the public, and that the price of Energy Transfer's common units was not impacted by the statements and alleged omissions at issue. Defendants also dispute the extent to which Class Members suffered recoverable losses.

9. On September 17, 2021, Lead Plaintiffs filed a motion for class certification through which they sought to certify a class of all investors who purchased or otherwise acquired Energy Transfer common units from February 25, 2017, through and including December 3, 2019, and who were damaged as a result of Defendants' alleged violations of the federal securities laws. On August 23, 2022, the Court issued an Opinion and Order granting in part and denying in part Lead Plaintiffs' motion for class certification. The Court certified a Class as defined in paragraph 1 above. The Court also appointed Lead Plaintiffs as class representatives and Barrack, Rodos & Bacine and Bernstein Litowitz Berger & Grossmann LLP as Class Counsel. On October 24, 2022, the United States Court of Appeals for the Third Circuit denied Defendants' petition for leave to appeal the class certification Order.
10. The Court has not decided in favor of Lead Plaintiffs or Defendants. Discovery is now closed. On January 19, 2024, Defendants moved for summary judgment and Plaintiffs moved for partial summary judgment. The briefing on both motions was completed on March 29, 2024. A trial date has not yet been set by the Court.

YOUR RIGHTS AS A CLASS MEMBER

11. A class action is a type of lawsuit in which one or several individuals or entities prosecute claims on behalf of all members of a group of similarly situated persons and entities (i.e., the class) to obtain monetary or other relief for the benefit of the entire group. Class actions avoid the necessity of each member of a class having to file his, her, their, or its own separate lawsuit to obtain relief. Class actions are used to decide legal and factual issues that are common to all members of a class. Importantly, class members are ***NOT*** individually responsible for the attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the court judgment amount (or the settlement fund) and must be approved by the Court. If there is no recovery, the attorneys do not get paid.
12. If you purchased or otherwise acquired common units of Energy Transfer during the period from February 25, 2017, through and including November 11, 2019, and you are not excluded from the Class, by definition you are a member of the Class. If you are a Class Member, you have the right to decide whether to remain a Class Member. ***If you choose to remain a Class Member, you do not need to do anything at this time other than to retain your documentation reflecting your transactions and holdings in Energy Transfer common units as discussed below in paragraph 13.***

If you are a Class Member and wish to be excluded from the Class for any reason (including, but not limited to, because you want to pursue a separate action against Defendants regarding the conduct alleged in this case, do not want to be bound by what the Court does in this case, or simply do not want to be a part of the Class pursuing claims against Defendants), you must request exclusion in accordance with the procedure set forth in paragraph 14 below. Pursuant to Rule 23(e)(4) of the Federal Rules of Civil Procedure, it is within the Court's discretion as to whether a second opportunity to request exclusion

from the Class will be allowed if there is a settlement or judgment in the Action. Your decision is important for the following reasons.

- a. **If you choose to remain a member of the Class**, you will be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable. If any money is awarded to the Class, either through a settlement with Defendants or a judgment of the Court, you may be eligible to receive a share of that award. If, however, Defendants prevail, you may not pursue a lawsuit on your own behalf with regard to any of the issues or claims arising in the Action. ***Please note that if you remain a Class Member, you will not be personally responsible for Class Counsel's attorneys' fees or costs.*** Class Counsel have agreed to represent the Class on a contingent fee basis, which means that Class Counsel will be awarded fees and expenses only if they succeed in obtaining a recovery from one or more Defendants. Any attorneys' fees for Class Counsel will be awarded by the Court from the settlement or judgment, if any, obtained on behalf of the Class. As a Class Member, you will be represented by Class Counsel. Alternatively, you may remain a Class Member and elect to be represented by counsel of your own choosing. If you do retain separate counsel, you will be responsible for that counsel's fees and expenses and such counsel must enter an appearance on your behalf by filing a Notice of Appearance with the Court and mailing it to Class Counsel at the addresses set forth in paragraph 17 below on or before **July 16, 2024**.
 - b. **If you choose to be excluded from the Class**, you will not be bound by any judgment in this Action, nor will you be eligible to share in any recovery that might be obtained in this Action. However, you will retain the right to individually pursue any legal rights that you may have against any Defendants with respect to the claims asserted in the Action. **Please note**, if you decide to exclude yourself from the Class, you may be time-barred from asserting claims covered by the Action by a statute of repose. Please refer to paragraphs 14-16 below if you would like to be excluded from the Class.
13. Members of the Class will be eligible to participate in any recovery that might be obtained in the Action. Should there be a recovery, Class Members will be required to support their requests to participate in the distribution of any such recovery by demonstrating membership in the Class and documenting their purchases, sales, and/or holdings of Energy Transfer common units and their resulting damages. ***For this reason, please be sure to keep all records of your transactions and holdings in Energy Transfer common units.*** No money or benefits are available now and there is no guarantee that money or benefits will be obtained. If they are, you will be notified regarding how to obtain a share. For the avoidance of doubt, this Notice is not intended to suggest any likelihood that Lead Plaintiffs or Class Members will recover any such damages.

HOW TO BE EXCLUDED FROM THE CLASS

14. If you wish to be excluded from the Class, you must specifically request exclusion in accordance with the following procedures. You must send a letter by first-class mail stating that you "request exclusion from the Class in *Allegheny County Employees' Retirement System, et al. v. Energy Transfer LP, et al.*, Case No. 2:20-cv-00200-GAM." You must:

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(i) state the name, address, and telephone number of the person or entity requesting exclusion, and, in the case of entities, the name and telephone number of the appropriate contact person; (ii) state the number of units of Energy Transfer common units purchased, otherwise acquired, and/or sold during the period from February 25, 2017, through and including November 11, 2019, as well as the dates, number of units, and prices of each such purchase, acquisition, and/or sale during that time period; and (iii) include a signature of the person or entity requesting exclusion or an authorized representative accompanied by proof of authorization. You must mail your exclusion request, postmarked by no later than **July 16, 2024** to:

Energy Transfer Securities Litigation
c/o JND Legal Administration
P.O. Box 91415
Seattle, WA 98111

1-844-717-0724

You cannot exclude yourself from the Class by telephone or by email, and a request for exclusion shall not be effective unless it contains all of the information called for by this paragraph *and* is postmarked by the date stated above, or is otherwise accepted by the Court.

15. If your request for exclusion is effective, you will not be bound by any judgment in this Action, nor will you be eligible to share in any recovery that might be obtained in this Action.
16. Do not request exclusion from the Class if you wish to participate in this Action as a member of the Class.

CLASS COUNSEL

17. As a member of the Class, you will be represented by Class Counsel, who are:

Jeffrey W. Golan
Chad A. Carder
BARRACK, RODOS & BACINE
3300 Two Commerce Square
2001 Market Street
Philadelphia, PA 19103
877-386-3304

John Rizio-Hamilton
Adam H. Wierzbowski
**BERNSTEIN LITOWITZ BERGER
& GROSSMANN LLP**
1251 Avenue of the Americas, 44th Floor
New York, New York 10020
800-380-8496

18. If you want to be represented by your own lawyer, you may hire one at your own expense. If you do retain your own lawyer, such counsel must enter an appearance on your behalf by filing a Notice of Appearance with the Court and mailing it to Class Counsel at the addresses set forth in paragraph 17 above on or before **July 16, 2024**.

PLEASE KEEP YOUR ADDRESS CURRENT

19. In order to make sure that you receive any further notices in this Action, you are requested to mail notice of any changes in your address to:

Energy Transfer Securities Litigation
c/o JND Legal Administration
P.O. Box 91415

Questions? Visit www.EnergyTransferSecuritiesLitigation.com or call toll-free 844-717-0724

Seattle, WA 98111

1-844-717-0724

If this Notice was forwarded to you by the postal service, or if it was otherwise sent to you at an address that is not current, you should immediately contact the Notice Administrator, JND Legal Administration, and provide your correct address. If the Notice Administrator does not have your correct address, you may not receive any future notices that may be disseminated in this Action.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

20. This Notice provides only a summary of the lawsuit and the claims asserted by Lead Plaintiffs. For more detailed information regarding the Action, you may contact Class Counsel or visit www.EnergyTransferSecuritiesLitigation.com. Complete copies of public pleadings are available for review and copying at the Clerk of the Court's office located at: United States District Court for the Eastern District of Pennsylvania, James A. Byrne U.S. Courthouse, 601 Market Street, Philadelphia, PA 19106. Public pleadings may also be accessed, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://pacer.uscourts.gov/>.

PLEASE DO NOT CALL OR WRITE THE COURT.

NOTICE TO BROKERS AND OTHER NOMINEES

21. If, for the beneficial interest of any person or entity other than yourself, you purchased or otherwise acquired common units of Energy Transfer during the period from February 25, 2017, through and including November 11, 2019, you must—within seven (7) calendar days of receipt of this Notice—either (a) request from the Notice Administrator sufficient copies of the Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (b) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Notice Administrator at Energy Transfer Securities Litigation, c/o JND Legal Administration, P.O. Box 91415, Seattle, WA 98111. If you choose the first option, you must send a statement to the Notice Administrator confirming that the mailing was made and **you must retain your mailing records for use in connection with any further notices that may be provided in this Action.** If you choose the second option, the Notice Administrator will send a copy of the Notice to the beneficial owners. Upon full and timely compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Notice Administrator with proper documentation supporting the expenses for which reimbursement is sought. Copies of this Notice may also be obtained from the website maintained by the Notice Administrator, www.EnergyTransferSecuritiesLitigation.com, or by calling the Notice Administrator toll free at 1-844-717-0724.

Dated: May 17, 2024

BY ORDER OF THE COURT:
United States District Court
for the Eastern District of Pennsylvania

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Appendix B

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Joseph Carneski	11 Maple Ln	Wilkes Barre	PA	18702-2243	US
David B Papp	63 Natalie Rd	Trumbull	CT	06611-1211	US
Patricia I Pierce	699 Whitaker Blvd W Apt 305	Huntington	WV	25701-4657	US
Frances L Philip	700 Stanwood St	Philadelphia	PA	19111-2311	UA
Thomas Johnson	3340 Flat Creek Rd	Lancaster	SC	29720	US
John A Peterson	25236 S Mohawk Dr	Sun Lake	AZ	85248	US
Hannah Irene Bell					US
Therese M McCue	200 2nd st w, Po Box 201	Delavan	MN	56023-0201	US
John & Bonita Hempel	52 Wild Hunter Road	Dennis	MA	02638	US
Lynn R Russell	14783 44th Ln NW	Williston	ND	55801	US
Robert Kmiec	50 Ernst Court	Mays Landing	NJ	08830	US
James and Vivian Bolich	481 Waterside Circle	Titusville	FL	32780	US
Francine Ceasar	8316 Waterline Dr Apt 102	Bogton Beach	FL	33472	US
Frederick J Osterloh III and Emily V Jackson	3803 English Oak DRSW	Gainesville	GA	30504	US
John E Johnson	756 College Way	Carmel	IN	46032	US
Diane Barney (Bene of John J Flesch)	973 Antelope Ave NE	Albuquerque	NM	87122	US
Freddy Thomas	7001 Utica Ave Apt 811	Lubbock	TX	79424	US
Fred H Hollman	7010 Wolf Ave	Parma	OH	44129	US
Robert Norswing Jr	P.O. Box 5975	Fresno	CT	93755	US
Jason Smith	127 Madison Ave Apt 201	Memphis	TN	38103	US
James L Bush II & Holly J Bush	3994 Macheater Ct	Pace	FL	32571	US
Odell C Schaller (C/O Gary R Schaller)	8015 30th Ave SE	Maynard	MN	56260	US
Mary Jane Bond	7923 Colonel Glenn Rd	Little Rock	AR	72204	US
L G Langley	2485 Whiteoak Dr	Blanchard	OK	73030	US
Garry Matthew	1001 S Chestnut St	Ellensburg	WA	98926	US
Mark Kramer	Box 143 608 10th St	Geneseo	KS	67444	US
Dale Leon	1718 E Lincoln Rd Apt Q1120	Spokane	WA	99217	US
Gregory Black (C/O Frances Black)	2008 N Lombard Ave	Evansville	IN	47715	US
David P Birtwell	148 West Main St Apt C-212	Hyannis	MA	02801-5806	US
William S Miller	1760 118 Ave NE	Aneta	ND	58212	US
Joann Phillips	3942 S Allison Court	Lakewood	CO	80235	US
Richard H Blankman	11312 South Lost Creek Circle	Parker	CO	80138	US
Joseph H Grey C/O Diane Grey	1877 Krammes Rd	Quakertown	PA	18951	US
Yan Qing Hong	15 Bent St	Staten Island	NY	10312	US
Frederick B Gerbing and Arleen P Gerbing	447 Mill Creek Dr	Littleton	NC	27850	US
Douglas W Steele	53515 Bickett	Chapel Hill	NC	27517	US
Lan My Truong	310 Pompano Ln	Freeport	TX	77541	US
Janice Wilson	1507 16th Ave SW	Austin	MN	55912	US
Phillip Hatchard	6487 Golfcrest Dr	San Diego	CA	92119	US
Marene Parsons Trust UA DTD 5/22/2014, Marene Parsons	103 Roxworth Court	Flat Rock	NC	28731	US
Michael W McDaniel	PO Box 798	Florence	TX	76527	US
Curtis N Stambaugh	860 Burnt House Rd	Carlisle	PA	17015	US
Arlene Taiariol	169 Center St	Forest City	PA	18421	US
Murray Krawitz	67 Greenfield Rd	Woodridge	NY	12789	US
John J Wilwerding	PO Box 307	Freeport	MN	56331	US
James S Poole Jr and Pasty Poole, Ten Com	1521 Camellia Blvd Unit 3307	Lafayette	LA	70508	US
Nancy and Larry Barman	647 Alta Vista Way	Laguna Beach	CA	92651	US
Bernice Noles	1552 S Highway 17 South	Pomona Park	FL	32181	US
Wanda L Garrett	504 FM 1534	Whitney	TX	76692	US
Felipe Cordero	Av Corrientes 300, 2nd floor, Capital Federal				AR

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Boyce L Tidewell C/O Kathleen T Vinson	5519 S Columbia Ct	Tulsa	OK	74105	US
Rose M Harris	5300 Hageman Rd #101	Bakersfield	CA	93308	US
G Honn	PO Box 519	Greenwich	CT	06836	US
Sherry L Carrier	3370 Columbine Dr #103	Steamboat Springs	CO	80487	US
Steven F Gunberg	3370 Columbine Dr #103	Steamboat Springs	CO	80487	US
Jeanette Ann Dahl	6744 Gretchen Ln N	Oakdale	MN	55128	US
Katherine R Resiz and Philip A Resiz JTWROS	1703 Briarcliff Circle	Dalton	GA	30720	US
Nancy E Blough	1701 NW 75th Ave Apt 203	Plantation	FL	33313	US
Johan Q Stokstad	PO Box 1205	Evergreen	CO	80437	US
Charles Richard La Brier and Mary Phyllis La Brier	604 Willow Court	Bowling Green	MO	63334	US
Mary Louise Parker C/O Judy Bame	216 Northshore Dr	Bellingham	WA	98226	US
Doris J Ziegler-Longabach C/O Cheryl D Heck	12367 Tramonto Dr	Conroe	TX	77304	US
Marlin J Thorp	3120 Hamilton Court Dr	Nederland	TX	77627	US
Joan D Rornig	658 E Valley Chase Rd	Bloomfld Hills	MI	43804	US
Edward D Butts	150 Kipling Ct.	Athens	GA	30605	US
Estella Purcell	1810 E Division St	Mount Vernon	WA	98274	US
Claude W Harless Jr.	132 Forest Lane South	Blountville	TN	37617	US
Stephen F Looney	1250 Reynolds Road	Piney Flats	TN	37686	US
Wendy Bern - Kalisher	17042 Knots Landing	Addison	TX	75001	US
J. L Feller & Phyllis L Feller C/O Pamela Lee Feller Banks	4809 Rockland Way	Fair Oaks	CA	95628	US
Samuel M Clement	12348 West Dorado Place UNIT 304	Littleton	CO	80127-5242	US
Bobby B Lyle	12470 Hillcrest Road, Suite 267	Dallas	TX	75230-7137	US
Gene H Anderson	1351 Stackpole Lane	Dauphin	PA	17018-9522	US
Michael K Stangeland Jr	1009 N Savannah dr	Sioux Falls	SD	57103-6618	US
Virigina R Anderson	1351 Stackpole Lane	Dauphin	PA	17018	US
Andre J Douchane	103 Todos Juntos Rd	Corrales	NM	87048	US
Fred R Defiore	27744 SE Highway 42	Umatilla	FL	32784	US
Henry J Braunig	183 Long Creek Blvd	New Braunfels	TX	78130	US
Lillian Ida Dietrich	W67N708 Evergreen Blvd	Cedarburg	WI	53012	US
Sandra Couch	1070 Amhearst Oaks Dr	Lawrenceville	GA	30043	US
Somnath Yedlapally	16835 Bonnyton Dr Richmond	Richmond	TX	77407	US
Mary H Sharrow, Tr. Mary H. Sharrow TTEE U/A DTD 05/11/1988	258 Forest Hill SE	Grand Rapids	MI	49546	US
Dows Kempf	8402 Loop 171	Pampa	TX	79065	US
Jill Susan Sturrock	5930 Royal Lane Suite E PMB 224	Dallas	TX	75230-3896	US
Aden Troy Sturrock	5931 Royal Lane Suite E PMB 224	Dallas	TX	75230-3897	US
Robbert B Bennett	14007 w 156th Lane	Olathe	KS	66062	US
Terry L Charles	PO Box 221	Bronte	TX	76933	US
Evelyn C Enderlin	635 s Wilson st	Kennewick	WA	99336-9513	US
Chad Ryan Mabe	121 Millstone Drive	Johnson City	TN	37615	US
Gary D Eppler	1463 Patriot Drive	Melbourne	FL	32940-6819	US
McReynolds Equity Partners LP	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
McReynolds Energy Partners LP	8112 Westchester Dr Ste. 600	Dallas	TX	75225	US
John McReynolds	8113 Westchester Dr Ste. 600	Dallas	TX	75225	US
Robert M Kerrigan III	2622 Morganfair Ln	Katy	TX	77450	US
Andrea Ivory	7839 Redgate Circle	Houston	TX	77071	US
Michael C Bryant	11102 Capri	Houston	TX	77024	US
Sonia Aube	6147 Prestonshire Ln	Dallas	TX	75225-1912	US

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Sankar Raj Devarpiran	5123 Isidore Lane	Missouri City	TX	77459	US
Kendall G Ruckel	4654 Edmondson Ave	Dallas	TX	75209	US
Kelcy Warren	8111 Westchester Dr. Suite 600	Dallas	TX	75225	US
Kim Land	2823 Cambridgeshire Dr	Carrollton	TX	75007	US
John C Nolan Estate By Renee Lorenz	8111 Westchester Dr # 600	Dallas	TX	75225	US
Kelcy Warren Partners II, LP By Renee Lorenz	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Clifford Harris	17907 Cedar Creek Canyon Dr	Dallas	TX	75252	US
Gregory G McIlwain	1700 Bluebonnet Dr	Rockwell	TX	75032	US
Clinton W Oldham	823 Bauer Rd	Winnie	TX	77665-7282	U
Kelcy Warren Partners III, LLC formerly known as Seven Bridges Holdings, LLC By Renee Lorenz	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Renee Lorenz	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Kelcy Warren Partners, LP By Renee Lorenz	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Brett Adam Burris & Svetlana G Burris	22303 Maybrook Park Circle	Katy	TX	77450	US
Katherine E Geck	319 Vista Del Lago	Huffman	TX	77336	US
Steve J Hotte	5840 Auden Street	Houston	TX	77005	US
Ian Bowersock	3524 Boxwood Dr	Grapevine	TX	76051	US
Roger Herrscher	3735 Maroneal St	Houston	TX	77025	US
Luke Fletcher	2003 South Boulevard	Houston	TX	77098	US
John DeGood III	8322 Vaulted Pine Dr	Humble	TX	77346	US
Bronson D McClary	4025 Waterloo Place	Melbourne	FL	32940	US
Jake Pinchback	1300 Main St	Houston	TX	77002	US
Matt Teegarden	12107 Pebblebrook DR	Houston	TX	77024	US
Clinton D Weakley	6819 Morningside Dr	Sugar Land	TX	77479	US
Patrick S Flavin	13348 Hawthorne Dr	Willis	TX	77318	US
Russle J Stevens	9789 Katy Fwy Apt #1206	Houston	TX	77024	US
Brad Widener	12403 Emerald Lane	Houston	TX	77535	US
Sharon B Brennan	923 Limekiln Pk	Maple Glen	TX	19002-2308	US
Michelle Garcia	703 Archer Street	Houston	TX	77009	US
Stuart Gantt	11 Wilderness Way	Chadds Ford	PA	19317	US
Donald H Danielson	19360 Viking Way NW APT 104	Poulsbo	WA	98370	US
Brett Buckley	27907 Geneva Hills Ln	Spring	TX	77386	US
Ethan Rosales	246 Allansworth St	San Antonio	TX	78209	US
Chad Ingalls	761 Mystic Shores Blvd	Spring Branch	TX	78070	US
Jamie Bynum	121 Fleetwood Dr	San Antonio	TX	78232	US
Michele Latham	PO Box 600	Schertz	TX	78154	US
Kevin D Callens	174 Branding Iron	Spring Branch	TX	78070	US
Marshall S McCrea III	PO Box 592137	San Antonio	TX	78259-0156	US
Clint Loving	281 Forest Trl	New Braunfels	TX	78132	US
Paul Robert McPheeters	300 Oakley Pass	Liberty Hill	TX	78642	US
Christopher Curia	8111 Westchester Dr Ste. 700	Dallas	TX	75225	US
Lyndsay Hannah	4342 Matilda St	Dallas	TX	75206	US
Ronald Bryantton	1062 Bridgeview Crescent	Castlegar	BC	V1N 4L1	CA
Emily Johnson	1540 W Bitters Rd #2146	San Antonio	TX	78248	US
David Perez Esq	23015 Two Harbors Glen St	Katy	TX	77494	US
Joe Nagy and Lou Nagy	20 Sunset Rd	Palenstine	TX	75801	US
Denis J O'Malley	10310 Grandview Dr	La Mesa	CA	91941	US
Frank Recknagel	1024 Riverstone Circle	Lebanon	PA	17042	US

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Kirk Wilcox	18350 Hatteras St #250	Tarzana	CA	91356	US
Cora Lain	PO Box 627	Schulenburg	TX	78956	US
Robert Mars	32 Ramapo Ave	Staten Island	NY	10309	US
Dayrel Dain Gipson	99 Pin Oak Ln	Hemphstead	TX	77445	US
Albert C Kravatz	642 Mount Alverno road	Media	PA	19063	US
David Flowers	7119 Mason Dells Dr	Dallas	TX	75230	US
Mark Gary	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Andrew Harris	2190 Country Club Rd	Allen	TX	75002	US
Robert B Bankhead III	1188 Oval Dr	Athens	TX	75751	US
Geoffery Lightfoot	4524 Shenandoah St	Dallas	TX	75205	US
Adam Arthur	3509 Princeton Ave	Dallas	TX	75209	US
Matthew Jones	9732 Niltina Ln	Eagle River	AK	99577-8516	US
Nicholas Daniel Holroyd	927 Cortland St	Houston	TX	77008	US
James Brian Bacbe	511 Muskingum Rd	Waxahachie	TX	75165	US
Anne T Armstrong	9218 Livenshire	Dallas	TX	75238	US
Nicholas J Bryan	298 Carpenter Ln	Roaring Branch	PA	17765	US
Jim Wright	4607 S Versailles Ave	Dallas	TX	75209	US
Alex Tracy	2135 Sul Ross St	Houston	TX	77098	US
Mark Vedral	10815 Ashcrott Dr	Houston	TX	77096	US
Micah Clint Green	9335 Lake Trail Dr	Celina	TX	75009	US
Christopher Love	9732 State Highway 7E	Centerville	TX	75833	US
Lori Bedford Edmondson	6201 Lakeridge Rd	Arlington	TX	76016	US
Joseph John Lomonaco III	162 Memorial Dr	Barrel City	TX	75156-4283	US
Donald Bowen	8139 Caroline Ridge Dr	Humble	TX	77396	US
Edwin Brent Ratliff	6831 Stichter Ave	Dallas	TX	75230	US
Roger Herrscher	3735 Maroneal St	Houston	TX	77025	US
Ashton Hayse	3532 Potomac Ave	Highland Park	TX	75205	US
Thomas E Long	8111 Westchester Dr Ste. 700	Dallas	TX	75225	US
Erin Cartwright	204 S Tenney Dr	Buckhannon	WV	26201-3576	US
William Yenke	5186 Old Railroad Trail	Kaufman	TX	75142	US
John W Shoemaker	424 Arbin Culpepper Rd	Jonesboro	LA	71271	US
Shannon Maberry	Box 868	Jal	NM	88285	US
James C Dowden	931 Adios Ave	Maitland	FL	32751	US
Jill L Davis Trust	5950 Sherry Ln #550	Dallas	TX	75225	US
Stephen J Davis Trust	5950 Sherry Ln #550	Dallas	TX	75225	US
Kristine Michele Davis Trust	5950 Sherry Ln #550	Dallas	TX	75225	US
Linda Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
RCD Stock Holdings LLC C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Ray Davis Grandchildren's Trust	5950 Sherry Ln #550	Dallas	TX	75225	US
Linda Davis 2008 Grandchildren's Trust C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Linda Davis family Remainder Trust C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Avatar Investments C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Avatar Holdings C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Avatar Stock Holdings C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Avatar BW C/O Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
Thomas P Mason	4215 Shorecrest	Dallas	TX	75209	US
Jennifer P Street	11439 Crest Brook Dr	Dallas	TX	75230	US
Rose E Noble	2335 Maple Dr	Jackson	MI	49203	US
Steven Hearn	1415 Baldrige Ln	Katy	TX	77494-4714	US

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Ian Bowersock	3524 Boxwood Dr	Grapevine	TX	76051	US
Morgan Gothard	326 Grand Creek Dr	League City	TX	77573	US
William R Kelley	919 Shenanhoah Falls Ln	Rosenberg	TX	77469	US
Shawna Flynn	1337 Harvard St	Houston	TX	77008	US
Anna Holt	1821 Center St	Baytown	TX	77520	US
Phillip Saldivar	1119 Barkston Dr	Katy	TX	77450	US
Jessica L Hamilton	5914 Peralta Shores Dr	Houston	TX	77059	US
David Daily	31 Melwood Dr	Belleville	IL	62223	US
Ken English	6356 County Road 307	Lavernia	TX	78121	US
Gina Fletcher	2003 South Blvd	Houston	TX	77098	US
Jonathan Lee	28313 Meadow Forest	Magnolia	TX	77355	US
Peggy J Harrison	20085 S 4190 Rd	Claremore	OK	74019	US
Todd W Frazee	3031 S Rockford Rd	Tulsa	OK	74114	US
Jacqueline Hunt	PO Box 634	Bronte	TX	76933	US
Scott Grossman	3806 Merrick St	Houston	TX	77025	US
Roger Eslick	602 E 11th	Spearman	TX	79081	US
Sherry Bonawitz	475 N Church St	Elizabethville	PA	17023	US
William J Byrd IRA Rollover Charles Schwab	N08 Lake Cherokee	Longview	TX	75603	US
bruce kelp	670 Ashley Road	Ruston	LA	71270	US
Bissell Energy, Ltd C/O R. Jay Bissell	PO Box 5214	Longview	TX	75608	US
Blair Lichtenwalter	817 Dunleigh Meadows	Houston	TX	77055	US
Larry Sikkila	408 Sunrise Dr	Litchfield	MN	55355-2510	US
William J Byrd	N08 Lake Cherokee	Longview	TX	75603	US
Robert A Nunnery	5334 Wonder Dr	Fort Worth	TX	76133-1927	US
Janet Engelbrecht Trustee Janet Engelbrecht Trust Dated May 7, 2008	59 Park Lane	Sonoma	CA	95476-7334	US
Mark D Riddle	350 County Road 461B	Brazoria	TX	77422	US
James L Moore C/O Cassie	10860 S Shore Dr	Lake	MI	48632	US
ET Company By Renee Lorenz	8111 Westchester Dr Ste. 600	Dallas	TX	75225	US
Raymond A Chaffin	12909 S 30th St	Bellevue	NE	68123	US
Kelsey M Chaffin	923 Ramsgate Court Apt 1608	Bellevue	NE	68123	US
Raymond Allen Chaffin	12909 S 30th St	Bellevue	NE	68123	US
Amy Wardell-Demant	1 Orient Way #303 Rutherford	Rutherford	NJ	07070	US
Rick Ramirez	2133 Dorsat Street	Corpus Christi	TX	78414	US
Bobby Charles Blackburn	3022 Amy Lynn Lane	Duncan	OK	73533	US
Daniel W Koerner	592 Browning Rd	Rock Cave	WV	26234	US
Gregory W Metoyer	21975 Whitetail Xing	New Caney	TX	77357	US
Gary s Begley	104 Thurmond Dr	Oak Hill	WV	25901	US
Timothy Clark Barnes	5146 Saratoga Dr	Jackson	MS	39211	US
Michael Todd Mceuen	103 Swede Creek	Boerne	TX	78006	US
Robert Weber Roth IRA	1316 Corthlandt Street	Houston	TX	77008	US
Robert Weber Rollover IRA	1316 Corthlandt Street	Houston	TX	77008	US
Lois M Weber Traditional IRA C/O Robert Weber	1316 Corthlandt Street	Houston	TX	77008	US
Lois M Weber Revocable Trust C/O Robert Weber	1316 Corthlandt Street	Houston	TX	77008	US
Elida K Phillips Roth IRA C/O Robert Weber	1316 Corthlandt Street	Houston	TX	77008	US
Miguel Lugo	16657 CR 1714	Odessa	TX	78370	US
CRT KOSAK	Ulica Iga Grunda 11	Ljubljana	N/A	1000	SL
Alejandro Asencio-Medina	1728 Alter St	Philadelphia	PA	19146	US
Matthew Griffith	1816 Dogwood Dr	Sissonville	WV	25320	US
Mary Susan Stevenson	29127 Blue Finch Court	Katy	TX	77494	US
Fariha Khan	4034 Clayton Greens CT	Houston	TX	77082	US
Dawn McGuire	7315 Shannondale Dr	Sugar Land	TX	77479	US

Full Name	Address	City	State/ Province	Zip/Postal Code	Country
Paige B Edwards	7019 Gateridge Dr	Dallas	TX	75254	US
Ray Davis	5950 Sherry Ln #550	Dallas	TX	75225	US
John Stetson Formby	20714 Via Santa Caterina Dr	Cypress	TX	77433	US
Kathy Washington	1663 Meadow Green Dr	Missouri City	TX	N/A	US
Christina Payne	3808 Merrick St	Houston	TX	77025	US
Wayne Coalson	PO Box 6	Bronte	TX	76933	US
Chris Hearn	603 Collard St	Spearman	TX	79081	US
Valentine C Florio & Margaret B	243 N Currituck Rd	Moyock	NC	27958	US
PTC Cust IRA FBO Philip B Farley	1093 Lilac CT	Broomfield	CO	80020-1009	US
Nevaeha Kasmarcik	142 Dallas Ln	Statesville	NC	28677	US
Ted Markham & Janice Markham	11350 E Sarah Jane Ln #9	Dewey	AZ	86237	US
William Volk	142 Dallas Ln	Statesville	NC	28677	US