UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACEY D. MILLER, on behalf of themselves and all others similarly situated, *Plaintiffs*, v. CASEY'S GENERAL STORES, INC., *Defendant*.	Civil Case No. 4:25-cv-00113-SMR-SBJ **PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

Plaintiffs, Elizabeth D. Blalock and Stacey D. Miller, on behalf of themselves and the Class Members, respectfully move this Court for an Order granting preliminary approval of their Class Action Settlement Agreement with Defendant Casey's General Stores, Inc., preliminarily certifying the Settlement Class, appointing Siri & Glimstad LLP as Class Counsel, approving the Settlement Notice, and scheduling a Final Approval Hearing. In support of this Motion, Plaintiffs rely on the Memorandum of Law filed herewith, the accompanying declaration of the named Plaintiffs' counsel, Oren Faircloth, Esq., along with the exhibits thereto.

Dated: April 22, 2026

Respectfully submitted,

/s/ *Oren Faircloth*

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MEMORANDUM IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS SETTLEMENT

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I. INTRODUCTION

Plaintiffs Elizabeth D. Blalock and Stacey D. Miller (the "Class Representatives"), on behalf of themselves and the Settlement Class, respectfully move for preliminary approval of the Class Action Settlement Agreement reached with Defendant Casey's General Stores, Inc. ("Casey's" or "Defendant"). Plaintiffs seek approval of a class action settlement that will provide immediate, direct monetary relief to the Settlement Class and resolve this litigation in a fair, reasonable, and adequate manner under Rule 23(e).[1] Specifically, Plaintiffs ask the Court to: (1) preliminarily approve the proposed Settlement; (2) preliminarily certify the Settlement Class; (3) approve the proposed form and method of Settlement Notice to the Class; and (4) schedule a hearing at which the Court will consider final approval of the Settlement.

The proposed Settlement establishes a $5,100,000 Gross Settlement Amount to be distributed in cash, by check, to nearly 13,874 Class Members based on the amount of tobacco surcharges they paid during the Class Period. Measured against Plaintiffs' damages model, the Settlement recovers approximately 26% of total class-wide damages, which compares favorably to resolutions in complex ERISA class actions. The Settlement was reached only after extensive, arm's-length negotiations with the assistance of mediator Jed D. Melnick. Prior to settlement, the parties exchanged relevant information concerning the Casey's General Stores, Inc. Employee Health Care Benefit Plan (the "Plan") and the surcharge program, enabling counsel to evaluate the strengths and weaknesses of the claims and defenses and to assess the potential exposure associated with continued litigation. This Settlement puts real dollars in the pockets of hard-working Americans while avoiding unnecessary delays and risks associated with continued litigation. By any fair assessment, this is a strong outcome.

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[1] Unless otherwise defined, all capitalized terms herein shall have the same meaning as set forth in the Settlement Agreement.

This case arises in a developing area of ERISA litigation challenging health-contingent "tobacco surcharges." Although courts have recently begun addressing these claims, the emerging case law reflects a growing divergence of views among district courts. At the same time, no case in this area has proceeded to a trial verdict, and several significant legal questions concerning the scope and application of ERISA's nondiscrimination provisions and implementing regulations remain unresolved.

Although Plaintiffs believe their claims are meritorious and that the evidence would establish liability and relief on a class-wide basis, they recognize the real risks inherent in continuing to litigate these issues, including challenges to the governing regulatory framework, class certification, proof of liability and damages, and the potential for protracted appellate proceedings. Defendant denies all allegations of wrongdoing and maintains that it acted lawfully and prudently in administering the Plan. Against this backdrop, the Settlement provides immediate and meaningful monetary relief to Class Members while avoiding the delay, expense, and uncertainty that would accompany continued litigation through summary judgment, class certification proceedings, and potential appellate review.

Continued litigation would likely involve extensive motion practice, expert discovery, class certification proceedings, and potential appeals concerning unsettled questions regarding wellness program regulations and ERISA fiduciary obligations. The proposed Settlement eliminates those risks and provides substantial, immediate value to the Settlement Class.

The Settlement readily satisfies the requirements of Federal Rule of Civil Procedure 23(e). It is the product of arm's-length negotiations by experienced counsel, provides direct and equitable monetary relief tied to each Class Member's losses, and includes a straightforward distribution process based on Defendant's own records. The Plan of Allocation treats Class Members equitably relative to one another, there is no reversion to Defendant, and any remaining funds after a second distribution will benefit the Plan's participants through appropriate administrative uses. An Independent Fiduciary will also review and authorize the Settlement on behalf of the Plan, further confirming its prudence and fairness.

Because the Settlement falls well within the range of possible approval and serves the best interests of the Settlement Class, Plaintiffs respectfully request that the Court: (a) preliminarily approve the proposed Settlement; (b) certify the Settlement Class for settlement purposes under Rule 23(b)(1); (c) appoint the undersigned as Class Counsel; (d) approve the proposed notice program; and (e) schedule a Final Fairness Hearing to determine whether the Settlement should receive final approval.

II. FACTUAL BACKGROUND

Plaintiffs are current and former employees of Defendant who participated in the Plan, an employee welfare benefit plan governed by ERISA. *See* First Amended Complaint, Doc. No. 16-1 ("FAC"), ¶¶ 10–16.[2] Casey's sponsors and administers the Plan and exercises discretionary authority over its operation, including the administration of the Plan's tobacco surcharge program. *Id.*, ¶¶ 15–16, 71–72.

During the relevant period, Defendant imposed a tobacco surcharge on Plan participants who used tobacco products or who failed to complete an online affidavit process during enrollment. *Id.*, ¶¶ 45–46. The surcharge was approximately $35 per pay period, or roughly $910 annually, and participants were required to pay the surcharge to maintain coverage for health benefits under the Plan. *Id.*, ¶¶ 12–13, 45.

Plaintiffs allege that this surcharge program violated ERISA's nondiscrimination

[2] As noted, the facts recited in this section are derived from Plaintiffs' allegations in their First Amended Complaint. Defendant has disputed these allegations.

provisions governing health-contingent wellness programs. *See id.*, ¶¶ 1–6. Under ERISA, group health plans generally may not charge higher premiums based on a health factor such as tobacco use unless the differential is tied to a compliant wellness program that satisfies strict regulatory requirements. *Id.*, ¶¶ 20–26. These requirements include, among other things, providing participants with a reasonable alternative standard through which they may obtain the full reward associated with the program and ensuring that plan materials clearly disclose the availability of that alternative standard. *Id.*, ¶¶ 27–32.

According to the Complaint, Defendant's surcharge was imposed without having a compliant wellness program that complies with these requirements made available to participants. Plaintiffs allege that Defendant did not offer participants a meaningful reasonable alternative standard, such as participation in a smoking cessation program, through which tobacco users could avoid the surcharge or obtain the same financial benefit available to non-tobacco users. *Id.*, ¶¶ 33–39. Instead, the only avenue to avoid the surcharge was to cease tobacco use entirely and report that change through the benefits system. *Id.*, ¶¶ 38–39.

Plaintiffs further allege that Casey's failed to provide the notices required by the governing regulations. Specifically, Plaintiffs contend that the Plan documents and Summary Plan Description did not disclose the availability of any reasonable alternative standard, did not provide instructions on how to access such a standard, and did not include the required statement that participants' physicians' recommendations would be accommodated. *Id.*, ¶¶ 40–41.

Based on these alleged deficiencies, Plaintiffs contend that Defendant's tobacco surcharge program was not a lawful wellness program but instead an impermissible premium differential imposed based on a health-related factor. *Id.*, ¶¶ 42–44. Plaintiffs also allege that Defendant breached its fiduciary duties under ERISA by collecting the surcharges from participants' paychecks and retaining those funds to offset its own contributions to the Plan, thereby benefitting itself at the expense of Plan participants. *Id.*, ¶¶ 70–76.

As a result of these alleged practices, Plaintiffs allege that they and other similarly situated Plan participants paid unlawful tobacco surcharges during the Class Period and seek relief on behalf of themselves and the Plan under ERISA §§ 502(a)(2) and 502(a)(3). *Id.*, ¶¶ 11, 78–79.

III. PROCEDURAL BACKGROUND

This action was initiated on March 28, 2025, when Plaintiffs filed the original Complaint alleging that Defendant imposed unlawful tobacco surcharges in connection with its employee health plan in violation of ERISA and related federal law. *See* Doc. No. 1. On June 9, 2025, Plaintiffs filed the First Amended Class Action Complaint adding Plaintiff Stacey D. Miller as a named plaintiff and further detailing the alleged ERISA violations arising from Casey's tobacco surcharge program. *See* FAC, Doc. No. 16-1.

Following the filing of the FAC, the parties began evaluating the potential risks and costs associated with continued litigation, including anticipated motion practice, class certification proceedings, and merits discovery concerning the design and administration of the Plan's surcharge program. *See* Declaration of Oren Faircloth in Support of Motion for Preliminary Approval ("Faircloth Decl."), ¶ 7. During this period, Defendant provided relevant information and documentation to Class Counsel sufficient to allow the Parties to assess the strengths and weaknesses of their respective positions and evaluate potential class-wide relief. *Id*. After these preliminary exchanges and discussions, the Parties agreed to participate in mediation in an effort to resolve the dispute. *Id*. On October 9, 2025, the Parties participated in a mediation session before experienced mediator Jed D. Melnick. *Id.* Following arm's-length negotiations facilitated by the mediator, the Parties reached an agreement in principle to resolve the Action on a class-wide basis.

Id., ¶ 8. The material terms of that agreement were memorialized in a Term Sheet, and the parties subsequently worked cooperatively to negotiate and finalize a comprehensive Settlement Agreement reflecting those agreed terms.

IV. THE SETTLEMENT NEGOTIATIONS AND AGREEMENT

The Settlement is the product of extensive and good-faith negotiations between the parties. Settlement discussions occurred only after counsel for the parties had developed a sufficient understanding of the factual and legal issues in dispute and were therefore able to engage in informed negotiations. *See* Faircloth Decl., ¶¶ 7–8. Prior to engaging in settlement discussions, Class Counsel conducted a detailed investigation of Defendant's tobacco surcharge program, including reviewing plan documents, benefit materials, and applicable regulatory guidance governing health-contingent wellness programs. *See id*.

The Parties exchanged information concerning the operation of the tobacco surcharge program and the potential scope of class damages, allowing counsel to evaluate the strengths and risks of their respective positions. *Id.* Although discovery in this case was brief, the parties exchanged pertinent data necessary to evaluate potential class-wide relief and the mechanics for distributing any settlement funds; they were well aware of the strengths and weaknesses of their respective positions. *Id*. After several weeks of settlement discussions, the parties participated in a full-day mediation session overseen by Jed D. Melnick, a seasoned mediator for complex class action cases, including ERISA litigation. *Id*. The negotiations were conducted by similarly experienced counsel on both sides—who regularly litigate complex class action and ERISA matters—and were hard-fought, fully informed, and conducted without collusion or improper influence of any kind. *Id.*, ¶ 8. After careful consideration of the risks, costs, and delay associated with continued litigation, the parties reached a settlement and prepared a term sheet that formed the basis for the Settlement Agreement. *Id.*

Under the Settlement Agreement, Defendant will pay a Gross Settlement Amount of $5,100,000 into a Qualified Settlement Fund. *See* Settlement Agreement ("SA"), § 1.21. Subject to Court approval and deductions for any attorneys' fees and costs, administrative expenses, and any case contribution awards, the Net Settlement Amount will be allocated to Settlement Class Members on a pro rata basis using a Plan of Allocation that accounts for the amount of tobacco surcharge each Class Member paid during the Class Period. *Id.*, § 1.24.

A. The Proposed Settlement Class

The Settlement contemplates certification of a non-opt-out class under Federal Rule of Civil Procedure 23(b)(1) for settlement purposes only. The proposed Class consists of:

> All individuals residing in the United States who, from January 1, 2019 through December 31, 2025, paid a tobacco surcharge in connection with their participation in the Casey's General Stores, Inc. Employee Health Care Benefit Plan.

Id., § 1.38. Based on Plan data, the Settlement Class comprises approximately 13,874 members. *See* Faircloth Decl., ¶ 11; SA, Ex. C, ¶ 4(a).

B. Calculation of Class Member Payments and Distribution Timing

The Settlement provides for the creation of a settlement fund from which monetary relief will be distributed to Settlement Class Members. The Net Settlement Amount—defined as the Gross Settlement Amount less Court-approved attorneys' fees, litigation costs, administrative expenses, any case contribution awards, and a modest, agreed-upon contingency reserve for additional administrative expenses—will be allocated to Settlement Class Members on a pro rata basis tied directly to the amount of tobacco surcharges each participant paid during the Class Period. *See* SA, 5.3; *id.*, Ex. B., Plan of Allocation.

The Settlement Administrator will calculate each Class Member's share using Defendant's data to determine the individual's total tobacco surcharges paid. *Id.*, § 5.1. Each Class Member's distribution will equal the same proportion of the Net Settlement Amount as that Class Member's net surcharges bear to the total net surcharges paid by all Class Members during the Class Period. *Id.*, §§ 5.2–5.3 The Settlement Administrator will be solely responsible for performing these calculations and implementing the allocation, subject to Court approval of the Plan of Allocation. *Id.*, § 5.3.

Importantly, the Settlement is structured to ensure that payments are distributed efficiently and automatically. Faircloth Decl., ¶ 10. Because Defendant maintains payroll and benefits records identifying participants who paid the surcharge and the amounts they paid, no claim forms will be required. *See* SA, Ex. B., Plan of Allocation at 3. The Settlement Administrator will rely on those records to calculate each Class Member's distribution and issue payments directly to Class Members. *Id.*, § 5.3. Checks will be valid for 200 days. *See id.*, § 5.5. After 200 calendar days, amounts allocable to Class Members who did not cash their checks shall be re-issued to those same Class Members through a second mailing of the same check amounts, and those re-issued checks shall remain valid for 120 calendar days. Any residual remaining thereafter will revert to the Plan to be used solely for administrative expenses for the Plan and will not revert back to Defendant. *Id.* Within thirty-one (31) days after all payments are issued, the Settlement Administrator will provide the parties with a final distribution report identifying payees and amounts. *Id.*, § 3.1.10.

C. Release and Covenant Not to Sue

The Settlement includes a narrowly tailored release that is limited to the facts and claims asserted in this litigation. Upon the Settlement Effective Date, and subject to approval by the Independent Fiduciary, the Plan and all Class Members will release only those losses and claims that arise out of or relate to the allegations, acts, omissions, facts, matters, transactions, or occurrences that gave rise to the claims in this Action. SA, §§ 1.31, 7.1. In particular, the release encompasses claims based on the implementation or collection of the tobacco surcharge, the disclosures (or alleged lack of disclosures) related to that surcharge, and any alleged fiduciary breaches under ERISA that arise out of or relate to the same. *Id.*, § 1.31. The release also covers claims that would be barred by res judicata upon entry of final judgment and claims relating to the method or manner of allocation of the Qualified Settlement Fund to the Plan or any Class Member in accordance with the Court-approved Plan of Allocation. *Id.*, §§ 1.31.3, 1.31.4.

Consistent with Rule 23(e), the release does not extend to claims unrelated to the surcharge program or the allegations in the FAC. *See* SA, § 1.31. As a result, Class Members are not releasing unrelated employment, wage-and-hour, discrimination, or other personal claims; nor are they releasing individualized benefits or administrative-error claims that fall outside the surcharge-related facts at issue here. No Class Member must submit a claim form and benefits will be distributed automatically. *See* SA, Ex. A, Notice at 3.

D. Anticipated Notice Program

The parties have designed a comprehensive notice program that satisfies Rule 23 and due process. Within twenty-one (21) days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with a Class Member list sufficient to effectuate notice and distribution. SA, § 2.4.2. No later than ten (10) days after receiving that list, the Settlement Administrator will mail the Court-approved Notice to each Class Member at the last-known address, using standard address-updating and re-mailing procedures for any returned mail. *Id.*, § 2.5. On the same date that initial mailing occurs, the Settlement Administrator will launch a dedicated settlement website hosting key case documents and information and will activate a toll-free number for Class Member inquiries. *See id.*, § 13.2. In addition, within ten (10) days after filing the motion for preliminary approval, Defendant will provide CAFA notice to the United States Attorney General, the Secretary of Labor, and the attorneys general of all states and territories in which Class Members reside. *Id.*, § 2.6.

The Notice will inform Class Members of the hearing date, the relief provided, the binding effect of the Settlement, the maximum amounts sought for fees, costs, and any Case Contribution Awards, and the procedures for submitting objections. *See* SA, § 2.5. Class Members may object in writing by the deadline set by the Court, and may also appear at the hearing, but need not do so to have a timely written objection considered. *Id.*, § 2.2.7. The notice and administration costs will be paid from the Gross Settlement Amount, as specified in the Settlement Agreement. *See id.*, § 1.21.

E. Attorneys' Fees, Expenses, and Contribution Awards

Class Counsel will apply to the Court for an award of attorneys' fees and reimbursement of expenses to be paid from the Gross Settlement Amount of $5,100,000. SA, § 6.1. Consistent with the Settlement Agreement, the request will not exceed one-third of the Gross Settlement Amount, plus reasonable litigation expenses and costs, subject to the Court's approval. *Id.* The motion for attorneys' fees and costs will be filed no later than forty-five (45) days before the Final Fairness Hearing. *Id.*, § 6.2.

Any Attorneys' Fees and Costs approved by the Court will be paid from the Qualified Settlement Fund after the Settlement becomes effective and no earlier than thirty-five (35) days following the Settlement Effective Date. *Id.*, § 5.2.1. The Settlement is not contingent on the Court awarding any particular amount of fees, costs, or Case Contribution Awards; a reduction or denial of any requested amounts will not affect the validity or enforceability of the Settlement. *Id.*, § 6.3. Defendant takes no position on Class Counsel's fee-and-expense application so long as it is consistent with the Settlement Agreement. *Id.*, § 6.4.

These provisions ensure that the fee request is transparent, subject to adversarial and judicial scrutiny, and aligned with the Class's interests, while providing that the timing and source of payment will not delay the prompt calculation and distribution of Class Member recoveries under the Court-approved Plan of Allocation.

V. ARGUMENT

A. The Court Should Grant Preliminary Approval

Under Federal Rule of Civil Procedure 23(e)(2), a court must review a class action settlement "to ensure that the agreement is not the product of fraud or collusion and that, taken as a whole, it is fair, adequate, and reasonable to all concerned." *Marshall v. Nat'l Football League*, 787 F.3d 502, 509 (8th Cir. 2015) (citation omitted).

The approval of any proposed class action settlement is typically exercised in the two-step process of "preliminary" and "final" approval. *Stoudemire v. Lee Enters.*, No. 3:22-cv-00086, 2025 U.S. Dist. LEXIS 273672, at *4 (S.D. Iowa Aug. 14, 2025). "At the preliminary-approval stage, the fair, reasonable, and adequate standard is lowered." *Myers v. Iowa Bd. of Regents*, No. 3:19-cv-00081, 2023 U.S. Dist. LEXIS 195079, at *13 (S.D. Iowa June 22, 2023) (citing *Martin v. Cargill, Inc.*, 295 F.R.D. 380, 383 (D. Minn. 2013)). While "[p]reliminary approval should not [simply] be a 'judicial rubber stamp[,]'" courts should approve a proposed settlement if it "falls within the range of possible judicial approval." *Myers*, 2023 U.S. Dist. LEXIS 195079, at *13 (citation omitted).

In evaluating whether a proposed settlement meets this standard, courts consider the factors set forth in Rule 23(e)(2), including whether: (1) "the class representatives and class counsel have adequately represented the class"; (2) "the proposal was negotiated at arm's length"; (3) "the relief provided for the class is adequate"; and (4) "the proposal treats class members equitably relative to each other." *Id.* (citing *Swinton v. SquareTrade, Inc.*, 454 F. Supp. 3d 848, 860 (S.D. Iowa 2020) (citing Fed. R. Civ. P. 23(e)(2))). This Court also considers additional factors when assessing the fairness of a proposed settlement, including: (1) the merits of the plaintiff's case weighed against the terms of the settlement; (2) the defendant's financial condition; (3) the complexity and expense of further litigation; and (4) the amount of opposition to the settlement. *Id.* (citation omitted).

Importantly, the Court's role at this stage is not to decide the merits of the claims or determine whether the settlement represents the best possible outcome, but rather to determine whether the proposed compromise is sufficiently fair and reasonable to warrant notice to the class and further consideration at a final approval hearing. *See Coopers & Lybrand v. Livesay*, 437 U.S. 463, 469 n. 11 (1978). District courts have broad discretion concerning whether class certification is appropriate. *Ebert v. Gen. Mills, Inc.*, 823 F.3d 472, 477 (8th Cir. 2016).

Applying these standards, preliminary approval is appropriate here. The proposed Settlement was reached after arm's-length negotiations between experienced counsel, provides meaningful monetary relief to Class Members, and falls comfortably within the range of possible judicial approval.

1. The Settlement Provides a Fair, Adequate, and Reasonable Result for the Settlement Class Members.

Each of the factors identified in Rule 23(e)(2) supports preliminary approval of the proposed Settlement. *See Swinton*, 454 F. Supp. 3d at 860.

i. The Class Representatives and Class Counsel Have Adequately Represented the Class

Plaintiffs and Class Counsel have vigorously and effectively represented the interests of the Class throughout this litigation. Rule 23(e)(2)(A) requires the Court to consider whether the class representatives and class counsel have adequately represented the class. This inquiry looks to whether the interests of the representatives are aligned with those of absent class members, and whether counsel are qualified, experienced, and have vigorously prosecuted the action. Both requirements are satisfied here.

Plaintiffs have been exemplary representatives. They spent significant time reviewing pleadings, gathering documents, communicating with Class Counsel to frame the claims, and participating in settlement discussions. Faircloth Decl., ¶ 21. Their claims are identical to those of all Class Members, and the relief they are seeking is determined by the same pro rata formula applied to every Class Member's "Net Surcharge Payments." *Id.*, ¶¶ 20–21.

Class Counsel, Siri & Glimstad LLP ("SG"), likewise satisfy Rule 23's adequacy standard. Counsel has extensive experience litigating complex ERISA and class matters nationwide, including health-plan nondiscrimination claims under ERISA § 702 and PHSA § 2705. Faircloth Decl., ¶ 16; *see also id.*, Ex. A, SG's Firm Resume – Class Action Group. Here, they vigorously prosecuted the case, including researching novel legal issues arising under ERISA's wellness program regulations, consulting with experts, and evaluating the evolving body of case law governing tobacco surcharge programs to ensure that the Class's interests were fully protected at every stage of the case. Class Counsel conducted targeted discovery sufficient to evaluate class-wide liability and damages. *Id.*, ¶ 7. In doing so, counsel analyzed Casey's Plan documents and Summary Plan Descriptions, the Benefits Guides addressing the tobacco surcharge, and financial data reflecting tobacco surcharges charged and collected during the Class Period. *See id.*, ¶ 8.

If the Court should preliminarily approve the Settlement, Class Counsel will continue to actively represent the interests of the Settlement Class during the notice and administration process. Counsel has solicited and evaluated proposals from multiple settlement administrators before selecting EisnerAmper ("EA") to administer the Settlement, and will work closely with the administrator to implement the Court-approved notice program. *Id.*, ¶ 8. Counsel will field inquiries from Settlement Class Members, coordinate with EA to address questions regarding the Settlement, and monitor the administration process. *Id.*

As set forth in the supporting declarations, counsel's qualifications and track record demonstrate that the Class has been represented with skill, diligence, and tenacity. *See id.*, Ex. A.

ii. The Settlement Was Negotiated at Arm's Length

Rule 23 requires the Court to consider whether the proposed settlement "was negotiated at arm's length." Fed. R. Civ. P. 23(e)(2)(B). This inquiry focuses on whether the settlement is the product of "fraud or collusion." *Marshall v. Nat'l Football League*, 787 F.3d 502, 509 (8th Cir. 2015) (citation omitted). Courts evaluating this factor consider, among other things, the extent of the parties' investigation of the claims, the adversarial nature of the proceedings, the duration and structure of negotiations, and whether the parties engaged in mediation before a neutral third party. *See Cleveland v. Whirlpool Corp.*, No. 20-cv-1906, 2022 U.S. Dist. LEXIS 111091, at *5 (D. Minn. June 22, 2022); *In re Resideo Techs., Inc. Secs. Litig.*, No. 19-cv-2863, 2022 U.S. Dist. LEXIS 53324, at *6 (D. Minn. Mar. 24, 2022).

The record here strongly supports the conclusion that the Settlement is the product of arm's-length negotiations between experienced counsel. Faircloth Decl., ¶ 8. Although the case was resolved at an early stage, the Parties nevertheless engaged in meaningful investigation and evaluation of the claims before entering into settlement discussions. *Id.* Class Counsel analyzed the governing statutory and regulatory framework applicable to ERISA wellness programs and evaluated the potential scope of liability and damages associated with Defendant's tobacco surcharge practices. *Id.* With that information in hand, the Parties engaged in substantive negotiations regarding the merits of the claims, the risks of continued litigation, and the appropriate framework for resolving the dispute on a class-wide basis.

The Parties' negotiations were conducted by counsel experienced in complex ERISA and class action litigation who were fully informed about the strengths and weaknesses of their respective positions, enabling them to engage in meaningful and informed negotiations. Faircloth Decl., ¶ 8. There is no indication that the Settlement was the product of collusion or improper conduct. To the contrary, the adversarial posture of the parties and the involvement of experienced counsel on both sides ensured that the negotiations were conducted in a professional and arm's-length manner. *Wineland v. Casey's Gen. Stores, Inc.*, 267 F.R.D. 669, 677 (S.D. Iowa 2009) ("the Settlement is the product of arm's length negotiations and, thus, is presumed to be fair and reasonable."). Where, as here, experienced counsel engaged in informed negotiations that resulted in a settlement designed to resolve contested claims while avoiding the expense and uncertainty of continued litigation, the Court should find this factor supports preliminary approval of the Settlement.

iii. The Relief Provided Is Adequate, Taking into Account the Costs, Risks, and Delay of Trial and Potential Appeals

The proposed Settlement provides meaningful and immediate relief that is more than adequate when weighed against the risks, costs, and delays of continued litigation. While tobacco surcharge claims turn on compliance with well-defined statutory and regulatory "safe harbor" conditions for health-contingent wellness programs (*see* ERISA § 702(b), 29 U.S.C. § 1182(b); PHSA § 2705, 42 U.S.C. § 300gg-4; 29 C.F.R. § 2590.702(f)), important merits and class certification risks remain, particularly after the Supreme Court's decision in *Loper Bright Enters. v. Raimondo*, 603 U.S. 369, 402 (2024), eliminating *Chevron* deference. While Plaintiffs maintain that *Loper Bright* does not preclude their claims and, if anything, underscores the persuasive force of the expert interpretations issued by the agencies charged with administering ERISA's wellness program regulations, the evolving post-*Loper Bright* landscape nonetheless introduces an additional layer of risk that the Settlement avoids.

On the merits, Plaintiffs contend Casey's program fails the safe harbor because it (1) did not make available a "reasonable alternative standard" that permitted participants to avoid the surcharge for the entire plan year and receive the "full reward," (2) omitted required notice in Plan and SPD materials; and (3) retained surcharge proceeds in general assets, thereby offsetting employer contributions and breaching fiduciary duties. *See* FAC, ¶¶ 6–9. Most courts have found these types of claims sufficient to survive a motion to dismiss, but none of them have reached decisions on a motion for summary judgment in the tobacco surcharge space requiring retroactive reimbursement and robust notice.[3] *See In re Mills Corp. Sec. Litig.*, 265 F.R.D. 246, 256 (E.D. Va. 2009) ("[N]o matter how confident one may be of the outcome of litigation, such confidence is often misplaced."). However, the outcome of continued litigation is not certain. Courts considering similar claims have reached differing conclusions.[4] That reality underscores the significant litigation risk the Class would face if this case proceeded through class certification, summary judgment, trial, and appeal.

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[3] *See Baker v. 7-Eleven Inc.*, No. 3:25-cv-01609, 2026 U.S. Dist. LEXIS 33855 (N.D. Tex. Feb. 19, 2026); *Wilson v. Whole Food Mkt., Inc.*, No. 1:25-cv-00085-DAE, 2026 U.S. Dist. LEXIS 10099 (W.D. Tex. Jan. 19, 2026); *Knight v. LHC Group, Inc.*, No. 6:25-cv-00263, ECF Nos. 52, 61 (W.D. La. Nov. 18, 2025); *Waggoner v. Carle Found.*, No. 24-cv-2217, ECF 27, at 40 (C.D. Ill. Sept. 16, 2025); *Fisher v. GardaWorld*, No. 3:24-cv-00837, 2025 U.S. Dist. LEXIS 167251 (W.D.N.C. Aug. 27, 2025); *Bokma v. Performance Food Grp., Inc.*, 783 F. Supp. 3d 882, 905 (E.D. Va. 2025); *Mehlberg v. Compass Grp. USA, Inc.*, No. 24-cv-04179, 2025 U.S. Dist. LEXIS 84589, at *12 (W.D. Mo. Apr. 15, 2025); *Sec'y of Labor v. Macy's, Inc.*, No. 1:17-cv-541, 2021 U.S. Dist. LEXIS 221603, at *50 (S.D. Ohio Nov. 17, 2021); *Lipari-Williams v. Mo. Gaming Co.*, 339 F.R.D. 515, 520 (W.D. Mo. 2021).

[4] *See Noel v. Pepsico, Inc.*, No. 24-cv-7516, 2026 U.S. Dist. LEXIS 41586 (S.D.N.Y. Feb. 27, 2026) (dismissed all claims)*; Plesha v. Ascension Health All.*, No. 4:24-cv-01459, 2026 U.S. Dist. LEXIS 22061 (E.D. Mo. Feb. 3, 2026) (same); *Williams v. Bally's Mgmt. Grp., LLC*, No. 1:25-00147, 2025 U.S. Dist. LEXIS 217102 (D.R.I. Nov. 4, 2025) (same).

Experience in ERISA class actions further demonstrates that such litigation often extends for many years before any recovery is obtained. In some cases, ERISA litigation has lasted close to a decade before resolution. *See Tussey v. ABB, Inc.*, 746 F.3d 327 (8th Cir. 2014) (settlement reached only after a decade); *Masten v. Metropolitan Life Ins. Co.*, No. 1:18-cv-11229 (S.D.N.Y.) (ERISA case filed in 2018 and still ongoing); *Sec'y of Lab. v. Macy's, Inc.*, No. 1:17-cv-541 (S.D. Oh.) (tobacco surcharge enforcement case filed in 2017 and still ongoing). Settlement would avoid those risks and delays.

Rather than face the prospect of prolonged litigation and uncertain outcomes, the Settlement makes available immediate and meaningful monetary relief to more than 13,874 Settlement Class Members. Courts have recognized that such prompt and certain relief strongly favors approval of class settlements. *See*, *e.g.*, *Compton v. N. Cent. Va. Rests., Inc.*, Civil Action No. 5:20-cv-00073, 2022 U.S. Dist. LEXIS 159070, at *9 (W.D. Va. Sept. 2, 2022) (approving settlement that ensured plaintiffs "receive[d] an immediate, tangible benefit instead of an uncertain future award and effectively distribute[d] relief to all identified class members"); *In re IMAX Sec. Litig.*, 283 F.R.D. 178, 188 (S.D.N.Y. 2012) (recognizing that in settlement evaluation, "a bird in hand is worth two in the bush").

The Settlement's monetary relief—$5,100,000 paid into a Qualified Settlement Fund—is substantial. *See* Faircloth Decl., ¶¶ 9–11; SA, § 1.21. The Net Settlement Amount will be automatically distributed *pro rata* by check to Class Members based on their actual tobacco surcharges paid during the Class Period (less any refunds), without having to file any claim form, ensuring payments track the harm alleged and eliminating administrative barriers to recovery. SA §§ 5.2–5.5; Plan of Allocation § II. By contrast, continued litigation would entail expensive expert work on compliance and class certification, prolonged briefing in an ever-changing landscape of decisions, and likely appeals, extending resolution and delaying recovery for thousands of participants. Faircloth Decl., ¶ 19. A Settlement would avoid these risks and delays, provides cash payments promptly after final approval, and ensures equitable distribution across the Class.

The Settlement secures approximately 26% of the total class-wide damages. Faircloth Decl., ¶ 17. This result compares favorably to other ERISA and complex class action settlements, which often recover in the range of 15% to 25% of total claimed losses.[5] Also, the method of distribution is straightforward and efficient: no claims process is required; checks will issue automatically to Class Members at their last known address. SA, §§ 2.5, 5.2–5.5. Therefore, the present Settlement is adequate, fair, and reasonable.

While the Court already has sufficient reason to conclude that the Settlement is fair and adequate, the Settlement provides for an evaluation and opinion of an Independent Fiduciary (SA, § 1.22), which should assure the Court of the fairness and adequacy of the Settlement. *See In re Medstar ERISA Litig.*, No. 20-cv-1984, 2024 U.S. Dist. LEXIS 161002, at *15 (D. Md. Sep. 5, 2024) (finding the review of an independent fiduciary "further confirms the adequacy of the

[5] *See, e.g.*, *Figas v. Wells Fargo*, No. 08-cv-4546, Doc. N. 265 at 17 (D. Minn.) ($17.5 million settlement representing 19.5% of alleged); *In Re Moneygram International, Inc. Securities Litigation*, No. 08-cv-883, Doc. 166 at 14 (D. Minn.) (25% recover); *Sims v. BB&T Corp.*, No. 1:15-cv-732, 2019 U.S. Dist. LEXIS 75837, at *19 (M.D.N.C. May 6, 2019) (19% recovery); *Toomey v. Demoulas Super Markets, Inc.*, No. 1:19-cv-11633, Dkt. 95, at 18 (D. Mass. Mar. 24, 2021) (15–20% recovery); Price v. Eaton Vance Corp., No. 1:18-cv-12098, ECF No. 32 at 12 (D. Mass. May 6, 2019), approved at ECF No. 57 (D. Mass. Sept. 24, 2019) (23% alleged losses); *Beach v. JPMorgan Chase Bank, Nat'l Ass'n*, 2020 WL 6114545, at *1 (S.D.N.Y. Oct. 7, 2020) (16% recovery); *Duke Univ.*, No. 1:23-CV-833, 2026 U.S. Dist. LEXIS 14532, at *2 (M.D.N.C. Jan. 27, 2026) (approving "settlement [that] awarded the class roughly 17% of the plaintiff's calculated classwide damages."); *Johnson v. Fujitsu Tech. & Bus. of Am., Inc.*, No. 16-cv-03698, 2018 U.S. Dist. LEXIS 80219, at *15-16 (N.D. Cal. May 11, 2018) (approving recovery of "just under 10% of the Plaintiffs' most aggressive 'all in' measure of damages"); *see also In re Rite Aid Corp. Sec. Litig.*, 146 F. Supp. 2d 706, 715 (E.D. Pa. 2001) (since 1995, class action settlements have typically "recovered between 5.5% and 6.2% of the class members' estimated losses") (citation omitted); *In re Enron Corp. Sec. Deriv. & "ERISA" Litig.*, 586 F. Supp. 2d 732, 804 (S.D. Tex. 2008) ("[t]he typical recovery in most class actions generally is three to six cents on the dollar.").

proposed settlement.”).

For the foregoing reasons, the Settlement satisfies the adequacy requirement. It eliminates the risk and uncertainty, provides for substantial immediate benefit to the Class Members, falls within the range of other ERISA settlements in similar contexts, will be subject to review by an Independent Fiduciary, and should be approved by the Court.

iv. The Plan of Allocation and Method of Distribution Are Fair, Reasonable, and Equitable

The Court must also evaluate the fairness of the Settlement’s plan of allocation and method of distribution under the same standards that apply to the Settlement as a whole. *See* Fed R. Civ. P. 23(e)(2)(D). “There is no requirement that all class members in a settlement be treated *equally*.” *Swinton*, 454 F. Supp. 3d at 860 (emphasis in original) (citing *Marshall v. NFL*, 787 F.3d 502, 510 (8th Cir. 2015)).

The Plan of Allocation here readily satisfies that standard. Settlement payments will be distributed pro rata based on each Class Member’s “Net Surcharge Payments,” defined as the total tobacco surcharges paid during the Class Period. SA, § 1.24. This formula directly reflects the transaction-based harm alleged in the Action and treats all Class Members equitably by distributing the Net Settlement Amount in proportion to the amount each paid. Participants who paid higher surcharges receive larger distributions, while those who paid less receive correspondingly smaller amounts. *See* Faircloth Decl., ¶ 20.

The method of distribution is also efficient and administratively straightforward. Settlement payments will be mailed automatically to Class Members without requiring claim forms, and undelivered or uncashed checks will be reissued where appropriate. *See* SA, § 5.5; Plan of Allocation. The Settlement Fund is non-reversionary, ensuring that no portion of the recovery allocated to Class Members reverts to Defendant. Any residual funds following a second distribution will be returned to the Plan for administrative expenses consistent with equitable ERISA administration. *Id*. Importantly, the Plan of Allocation relies on objective Plan data reflecting the actual surcharges paid, rather than speculative damages modeling. This approach promotes transparency and accuracy while reflecting the "full reward" framework underlying tobacco surcharge claims. Because the allocation method is directly tied to the alleged harm, treats Class Members equitably, and provides efficient automatic distribution without claim forms, it satisfies Rule 23(e) and should be approved.

2. The Additional Fairness Factors Also Support Preliminary Approval

i. The Merits of Plaintiffs' Claims Weighed Against the Settlement Favor Approval

The first factor requires the Court to weigh the strengths of Plaintiffs' claims against the benefits provided by the Settlement. While Plaintiffs believe their claims are well-founded and supported by the governing statutory and regulatory framework, continued litigation would present significant risks. Faircloth Decl., ¶ 19. Defendant disputes liability and would likely challenge Plaintiffs' claims through dispositive motions, class certification proceedings, and potentially trial. Moreover, as discussed, courts addressing tobacco surcharge claims under ERISA have reached differing conclusions regarding the interpretation and application of the wellness program regulations, with some courts adopting restrictive interpretations of the wellness program statute, regulations, and/or the Departments of Labor, Treasury, and Health and Human Services' (the "Departments") regulatory guidance. *See Williams*, 2025 U.S. Dist. LEXIS 217102, at *30 (concluding that "full reward" could mean prospective relief that begins halfway through the plan year because that phrase is simply "a matter of perspective").

Despite what Plaintiffs contend is clear guidance from the Departments that directly contradicts this interpretation, other courts have embraced this erroneous "matter of perspective" interpretation. *See Noel*, 2026 U.S. Dist. LEXIS 41586*; Plesha*, 2026 U.S. Dist. LEXIS 22061. The result is a legal landscape that is both unsettled and shifting, with new rulings emerging on a regular basis and courts reaching sharply different conclusions on similar allegations. Faircloth Decl., ¶ 19. Against this backdrop, the Settlement provides meaningful and certain monetary relief to the Class now, while avoiding the delay, expense, and uncertainty associated with continued litigation in a rapidly developing area of law. By securing a guaranteed recovery for Class Members today, the Settlement eliminates the risk that future rulings—whether at the district court or appellate level—could reduce or eliminate recovery altogether. Accordingly, this factor weighs strongly in favor of approval of the Settlement.

ii. Defendant's Financial Condition Does Not Undermine the Settlement

The second factor considers whether the defendant's financial condition suggests that a greater recovery might be necessary to ensure fairness. *Myers*, 2023 U.S. Dist. LEXIS 195079, at *12. Nothing about Defendant's financial condition undermines the reasonableness of the Settlement. Recent public filings reflect that Defendant is a large, financially stable company with significant resources, reporting approximately $15.94 billion in total revenue in fiscal year 2025, $546.5 million in net income, and over $1.09 billion in operating cash flow. *See* Annual Report 2025, available at: https://investor.caseys.com/static-files/74b8fc7e-a260-4198-af0a-af866fe616ab (last visited Mar. 11, 2026). It operates approximately 2,904 retail stores across 20 states.

These figures demonstrate that Defendant has ample financial resources to satisfy the obligations created by the Settlement. At the same time, the law does not require a settlement to extract the maximum theoretical recovery from a defendant simply because it may have the ability to pay more. *See Petrovic v. Amoco Oil Co.*, 200 F.3d 1140, 1153 (8th Cir. 1999) ("While it is undisputed that [the settling defendant] could pay more than it is paying in this settlement, this fact, standing alone, does not render the settlement inadequate."). Rather, settlements are compromises that balance the risks, expense, and uncertainty of continued litigation. Here, the Settlement represents a substantial and meaningful payment to Class Members while avoiding the costs and risks associated with continued litigation. The fact that Defendant is financially capable of funding the Settlement confirms that the recovery is real, immediate, and secure, and therefore this factor supports approval of the Settlement.

iii. The Complexity, Risk, and Expense of Further Litigation Support Settlement

This case presents complex statutory and regulatory issues arising under ERISA's nondiscrimination provisions and the federal regulatory framework governing health-contingent wellness programs. Plaintiffs' claims implicate the interaction between ERISA, the Patient Protection and Affordable Care Act's amendments to the Public Health Service Act, and the implementing regulations jointly promulgated by the Departments. Faircloth Decl., ¶ 19. Interpreting and applying these overlapping statutory and regulatory provisions has proven difficult for courts, and recent decisions addressing tobacco surcharge programs have reached inconsistent results on key questions of regulatory interpretation. *Ramos v. Banner Health*, 325 F.R.D. 382, 396 (D. Colo. 2018) ("ERISA is an enormously complex and detailed statute,"); *Kelly v. Johns Hopkins Univ.*, No. 1:16-cv-2835-GLR, 2020 U.S. Dist. LEXIS 14772, at *9 (D. Md. Jan. 28, 2020) ("ERISA claims [] are not only dependent on the statute but also on various regulations that implement ERISA . . . . It involves 'novel questions of law.'"). The governing legal landscape remains unsettled and continues to evolve as new decisions are issued.

If this case were to proceed, the parties would face substantial additional litigation costs and risks. Continued litigation would require extensive briefing on contested statutory interpretation issues and potentially multiple rounds of dispositive motions. Faircloth Decl., ¶ 19. The case would also involve complex class certification proceedings addressing issues such as commonality, predominance, and damages methodology under Rule 23. *Id.* Discovery would likely be extensive, including the production and review of plan documents, administrative records, internal communications, wellness program materials, enrollment data, and payroll and premium records spanning multiple plan years. *Id.* Depositions of plan fiduciaries, benefits administrators, and corporate representatives would also be expected. *Id.* Expert testimony would also almost certainly be required. *Id.* Plaintiffs would need expert analysis to model class-wide damages, including calculating the amount of tobacco surcharges paid and the relief owed under the applicable regulatory framework. Expert testimony would also likely be required regarding plan administration and compliance with the wellness program regulations. Defendant, in turn, would be expected to retain competing experts to challenge Plaintiffs' damages model and regulatory interpretations. The resulting expert discovery, reports, and *Daubert* proceedings would further increase the cost and complexity of the litigation.

Even after these steps, the case would remain subject to significant appellate risk given the developing and inconsistent body of case law in this area. Continued litigation could span years with substantial expenditures of time and resources by the parties and the Court. By contrast, the proposed Settlement provides immediate and certain monetary relief to Class Members while avoiding the significant expense, delay, and uncertainty associated with further litigation. This factor strongly supports approval of the Settlement.

iv. The Absence of Opposition Supports Preliminary Approval

Finally, the degree of opposition to a proposed settlement is a relevant consideration. However, at the preliminary approval stage, the Court typically has not yet received objections from class members because notice has not yet been disseminated. Accordingly, the Court will be able to meaningfully assess this factor only after the proposed notice has been provided to the Class and class members have had an opportunity to review the Settlement and submit any objections. Still, at present, there is no indication of opposition to the proposed Settlement. To the contrary, both named Plaintiffs have reviewed and approved the Settlement and believe that it represents a fair and reasonable resolution of their claims. Faircloth Decl., ¶ 21. The Settlement was also negotiated and endorsed by experienced counsel for the parties, each of whom is well-versed in complex ERISA litigation and class action practice.

Taken together, these additional factors further confirm that the proposed Settlement represents a fair, reasonable, and adequate resolution of this dispute and warrants preliminary approval.

B. The Class Should Be Preliminarily Certified for Settlement Purposes

3. The Settlement Class Satisfies Rule 23(a)'s Requirements

i. Numerosity

Rule 23(a)(1) requires that the class be "so numerous that joinder of all members is impracticable." Fed. R. Civ. P. 23(a)(1); *see Frazier v. PJ Iowa, L.C.*, 337 F. Supp. 3d 848, 869 (S.D. Iowa 2018) (holding that a class numbering in the hundreds is sufficient). Here, the proposed Settlement Class includes approximately 13,874 participants who paid the tobacco surcharge in connection with their participation in the Plan. Faircloth Decl., ¶ 11. A class comprised of thousands of people is sufficiently numerous and renders joinder impracticable. *Paxton v. Union Nat'l Bank*, 688 F.2d 552, 559–60 (8th Cir. 1982) (finding courts may also consider "the inconvenience of trying individual suits,"). Numerosity is satisfied.

ii. Commonality

Rule 23(a)(2) requires a showing of the existence of "questions of law or fact common to the class." This requirement does not mandate commonality on every issue. *In re Teflon Prod. Liab. Litig.*, 254 F.R.D. 354, 364 (S.D. Iowa 2008) (citing *Paxton*, 688 F.2d at 561). "Rather, the issues linking the class members must be 'substantially related' to resolution of the case." *Id.* (citing *Paxton*, 688 F.2d at 561). "A proponent of class certification cannot show commonality by demonstrating merely that the class members have all suffered a violation of the same provision of law." *Bennett v. Nucor Corp.*, 656 F.3d 802, 814 (8th Cir. 2011). "The common contention . . . must be of such a nature that it is capable of classwide resolution — which means that determination of its truth or falsity will resolve an issue that is central to the validity of each one of the claims in one stroke." *Sandusky Wellness Ctr., LLC v. Medtox Sci., Inc.*, 821 F.3d 992, 998 (8th Cir. 2016). "Rule 23 is satisfied when the legal question linking the class members is substantially related to the resolution of the litigation," *DeBoer v. Mellon Mortg. Co.*, 64 F.3d 1171, 1174 (8th Cir. 1995) (internal quotes omitted), which is not a very high hurdle to cross. In fact, commonality is "satisfied if the named plaintiffs share at least one question of fact or law with the grievances of the prospective class." *Baby Neat for & by Kanter v. Casey*, 43 F.3d 48, 56 (3d Cir. 1994).

This case presents common questions arising from Defendant's uniform tobacco surcharge and the administration of an outcome-based wellness program. Plaintiffs allege that Defendant failed to make available a compliant "reasonable alternative standard" that would allow participants to avoid the surcharge for the entire plan year and receive the "full reward," did not provide retroactive reimbursement, omitted required notices and physician-accommodation language from plan materials, and retained surcharge proceeds in general assets. These issues turn on common proof, including the Plan and SPD, Benefits Guides, surcharge data, and the governing statutory and regulatory framework for health-contingent wellness programs. *See* Faircloth Decl., ¶¶ 5, 7, 20; *Lipari-Williams v. Mo. Gaming Co.*, 339 F.R.D. 515, 526 (W.D. Mo. 2021) ("Plaintiffs' theory of liability is based on common, class-wide tobacco surcharge documents that were distributed and/or available to all participants."). Moreover, the Settlement itself underscores the commonality of the claims. The Settlement's common-fund distribution—based on each Class Member's Net Surcharge Payments (total tobacco surcharges paid during the Class Period less any refunds)—reinforces that the alleged harm and remedy are class-wide. *See* SA §§ 1.30, 5.2; Plan of Allocation § II. Accordingly, commonality is satisfied.

This case presents a textbook example of a uniform Plan-wide practice producing class-wide effects, supported by a common legal theory and resolved through a standardized remedy.

iii. Typicality

Typicality under Rule 23(a)(3) requires that "[t]he claims of the representative plaintiff . . . be typical of the claims of the class." Fed. R. Civ. P. 23(a)(3). "The burden of demonstrating typicality is fairly easily met so long as other class members have claims similar to the named plaintiff." *DeBoer*, 64 F.3d at 1174; *Paxton*, 688 F.2d at 562. In short, to meet the typicality requirement, Plaintiffs simply must demonstrate that "there are other members of the class who have the same or similar grievances as the plaintiff." *Myers*, 2023 U.S. Dist. LEXIS 195079 at *13 (citing *Howe v. Johnny's Italian Steakhouse, L.L.C.*, Case No. 4:16-cv-00086, 2018 U.S. Dist. LEXIS 238934, 2018 WL 6521496, at *12 (S.D. Iowa Sept. 11, 2018) and *Paxton*, 688 F.2d at 562.

Here, Plaintiffs' claims are typical because they arise from Defendant's uniform tobacco surcharge and wellness program administration. Plaintiffs and all Class Members were assessed the same surcharge under the same policy and seek relief on the same legal theories. Faircloth Decl., ¶ 20. Proof of Plaintiffs' claims will advance the claims of all Class Members through common evidence (Plan and SPD language, program administration, surcharge transaction data, and governing regulations), and the Settlement's standardized formula applies equally to all Class Members. *See* SA § 5.2; Plan of Allocation § II.

Nor are there any unique defenses that would make Plaintiffs' claims atypical or subject to individualized analysis. There is no indication that their eligibility, timing, or elections differ in a way that would meaningfully affect the legal or factual questions at issue. Because Plaintiffs' claims arise from the same course of conduct and rest on the same legal foundation as the claims of all Class Members, the typicality requirement is clearly met.

iv. Adequacy

The final requirement of Rule 23(a) is set forth in subsection (a)(4), which requires that the representative parties "will fairly and adequately protect the interests of the class." The Eighth Circuit Court of Appeals has instructed:

> The focus of Rule 23(a)(4) is whether: (1) the class representatives have common interests with the members of the class, and (2) whether the class representatives will vigorously prosecute the interests of the class through qualified counsel.

Paxton, 688 F.2d at 562-63. Both elements are satisfied here.

Plaintiffs have actively participated throughout the case, including convening with counsel, reviewing filings, being available for and assisting in mediation, and agreeing to resolve the case only after understanding the proposed relief and litigation risks. Faircloth Decl., ¶ 21. Their interests are fully aligned with those of the Class: they seek to maximize relief for participants who paid the tobacco surcharge under Defendant's uniform policy. There are no conflicts between Plaintiffs and the Class and no indication that they would prioritize their own interests over those of the Class. The existence of the elements of adequate representation "[is] usually [presumed] in the absence of contrary evidence." *Cook v. Rockwell Int'l Corp.*, 151 F.R.D. 378, 386 (D. Colo. 1993) (citation omitted).

Related to the adequacy inquiry, Rule 23(g) provides factors for the Court to consider in appointing counsel on behalf of a class:

> (i) the work counsel has done in identifying or investigating potential claims in the action; (ii) counsel's experience in handling class actions, other complex litigation, and the types of claims asserted in the action; (iii) counsel's knowledge of the applicable law; and (iv) the resources that counsel will commit to representing the class.

Fed. R. Civ. P. 23(g). Plaintiffs' counsel plainly satisfy the adequacy requirement. Plaintiffs are represented by SG, a leading firm in navigating complex class actions across the country. *See* Faircloth Decl., Ex. A, SG Firm Resume – Class Action. Counsel investigated the claims, filed a detailed, comprehensive Complaint based on considerable research, obtained targeted data necessary to model class-wide damages, and participated in arm's-length mediation overseen by an experienced neutral in complex class action, Mr. Melnick. *See* Faircloth Decl., ¶¶ 7–8. SG's Class Action team has decades of experience litigating class actions, including complex business litigation, and an in-depth knowledge of the statutory and regulatory framework of the tobacco surcharge cases that have been filed over the last few years. *See id.*, ¶ 16; *see id.*, Ex. A. Plaintiffs' counsel are experienced class action litigators familiar with the legal and factual issues involved in this action. *Id*. Thus, the adequacy requirements are satisfied under Rule 23(a)(4) and the Court should appoint SG as Class Counsel.

4. The Settlement Class Meets the Requirements for Certification Under Rule 23(b)'s Requirements

i. The Settlement Class Should Be Certified Under Rule 23(b)(1)

Certification under Rule 23(b)(1) is appropriate because Plaintiffs assert ERISA fiduciary breach and statutory claims on behalf of the Plan that challenge Defendant's uniform administration of its tobacco surcharge and wellness program. Plaintiffs seek Plan-wide equitable and monetary relief under ERISA §§ 409 and 502(a)(2) and appropriate equitable relief under §

502(a)(3), including disgorgement and restoration of losses attributable to surcharge proceeds retained in Casey's general assets. FAC, ¶¶ 62–77. These claims and the associated relief are inherently Plan-centric and, if adjudicated separately, would expose Defendant to incompatible standards of conduct. This is a classic Rule 23(b)(1)(A) case. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 614 (1997).

Separate actions by thousands of participants could yield divergent rulings on whether Defendant's tobacco surcharge and wellness program comply with ERISA § 702 and PHSA § 2705, whether the "reasonable alternative standard" and "full reward" requirements were satisfied, whether the Plan's notice regime meets regulatory mandates, and whether surcharge proceeds constitute plan assets subject to fiduciary duties. Conflicting decisions would force Defendant to choose between treating similarly situated participants uniformly under the Plan and obeying inconsistent judicial directives, precisely the risk Rule 23(b)(1)(A) is designed to prevent. *See McAlister v. Metro. Life Ins. Co.*, 2023 U.S. Dist. LEXIS 158560, at *25–26 (S.D.N.Y. Sept. 7, 2023) (recognizing the danger of incompatible standards when plan-wide benefits or calculations are at issue) quoting *Caufield v. Colgate-Palmolive Co.*, 2017 U.S. Dist. LEXIS 118022, at *15 (S.D.N.Y. July 27, 2017) ("If two courts came to different conclusions as to how the proposed class members' [Plan] benefits must be calculated, Defendants would face a conflict between treating Plan participants alike and complying with each separate court order.").

Certification is also proper under Rule 23(b)(1)(B). Plaintiffs' fiduciary breach theories and request for Plan-wide relief mean that adjudication in one case would, as a practical matter, determine the rights of absent Plan participants and substantially impair their ability to protect their interests. *See* Fed. R. Civ. P. 23(b)(1)(B); *Ortiz v. Fibreboard Corp.*, 527 U.S. 815, 834 (1999). Courts have certified ERISA classes under Rule 23(b)(1) where the defendant's conduct and the requested relief apply uniformly across the plan. *Hans v. Tharaldson*, No. 3:05-cv-115, 2010 U.S. Dist. LEXIS 45927, at *26 (D.N.D. May 7, 2010) ("[B]reach of fiduciary duty claims under ERISA § 502(a)(2) 'are paradigmatic examples of claims appropriate for certification as a Rule 23(b)(1) class.'") (citing *In re Schering Plough ERISA Litigation*, 589 F.3d 585, 604 (3d Cir. 2009)); *Hochstadt v. Bos. Sci. Corp*., 708 F. Supp. 2d 95, 105–06 (D. Mass. 2010) ("Given that the present case involves an ERISA § 502(a)(2) claim brought on behalf of the Plan and alleging breaches of fiduciary duty … Rule 23(b)(1)(B) is clearly satisfied.").

In sum, because this ERISA action seeks plan-wide relief based on Defendant's uniform conduct and would otherwise risk incompatible standards and practical impairment of absent participants' rights, certification under Rule 23(b)(1) is warranted and should be granted for settlement purposes.

C. The Proposed Notice Plan Should Be Approved

For class action settlements, the Court must "direct notice in a reasonable manner to all class members who would be bound by" a proposed settlement. Fed. R. Civ. P. 23(e)(1). To satisfy due process, class notice should be "reasonably calculated, under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections." *Mullane v. Cent. Hanover Bank & Trust Co*., 339 U.S. 306, 314 (1950).

The Settlement provides a robust, multi-channel notice program that satisfies Rule 23(e)(1) and due process in both form and substance. No later than twenty one days after entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator with the Class Member List sufficient to effectuate notice and distribution. SA, § 2.4.2. Within ten days of receiving that list, the Court-approved Settlement Administrator will send the Settlement Notice by first-class mail to each Class Member at their last known address as identified in that list. *Id.*, §

2.5. If any mailed notice is returned as undeliverable, the Settlement Administrator will use commercially reasonable methods to locate a current address and re-mail the Notice one additional time. *Id.*

On the same date the mailed Notice is initiated, the Settlement Administrator will establish and maintain a dedicated Settlement Website and toll-free hotline. SA, § 13.2; *see id.*, Plan of Allocation. The Settlement Website will host the Settlement Agreement and exhibits, the FAC, the Preliminary Approval Order, the Settlement Notice, Plaintiffs' motions for attorneys' fees and costs and Case Contribution Awards, when filed, any orders related to the Settlement, and the date, time, and instructions to attend the Final Fairness Hearing (including any changes). *See* SA, § 13.2.

The Notice itself is clear, informative, and comprehensive. *See* SA, Ex. A. It explains the nature of the Action, the claims and defenses, the terms and effects of the Settlement, the class definition, and the binding releases upon final approval. *Id.* It confirms that Defendant will pay $5,100,000 into a Qualified Settlement Fund, and that the Net Settlement Amount will be distributed by pro rata checks to Class Members based on each Class Member's Net Surcharge Payments (total tobacco surcharges paid during the Class Period, net of refunds), without the need for claim forms. *Id.* It discloses Class Counsel's attorneys' fees request not to exceed 33.33% of the Gross Settlement Amount (maximum $1,700,000), proposed Case Contribution Awards of up to $7,500 for each Class Representative, and that Administrative Expenses and the costs of an Independent Fiduciary will be paid from the fund, all subject to Court approval. *Id.*

The Notice sets forth the date, time, and manner of the Final Fairness Hearing and explains objection procedures. *Id.* Written objections must be filed or postmarked no later than twenty-eight days before the Final Fairness Hearing and must include the objector's contact information, the scope of the objection, stated positions, supporting documents, and a list of any other objections the objector has made to class settlements in the past five years. *Id.*, ¶¶ 15–16. Class Members may also appear at the hearing personally or through counsel, though appearance is not required for an objection to be considered. *Id*. Because payments will be automatically issued by check to Class Members' last known addresses once the Settlement is final, no claim forms are required, and the Settlement Administrator will handle one *pro rata* redistribution and return any residual following a second distribution to the Plan for administrative expenses. SA §§ 5.2–5.5; Plan of Allocation § II.

In addition, Defendant will provide the CAFA Notice to appropriate federal and state officials within ten days of filing the motion for preliminary approval, and the Settlement requires Independent Fiduciary review, adding further assurance of fairness and procedural regularity. *See* SA §§ 2.1, 2.6.

These procedures ensure individual mailed notice to every Class Member, supported by a public Settlement Website and hotline containing all key filings and information. Courts regularly approve comparable programs combining first-class mail and web notice for Rule 23 settlements. The Court should approve the form and manner of notice set forth in the Settlement Agreement and authorize its dissemination to the Class. *See Grunin v. International House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1974) (stating that individualized notice by mail is the best notice practicable in a class action context). Accordingly, the Court should approve the form and manner of Notice set forth in the Settlement Agreement and authorize its dissemination to the Class.

VI. PROPOSED SCHEDULE

Should this Court grant preliminary approval to the Settlement, the parties respectfully propose the following schedule for sending notice to the Settlement Class and scheduling a final approval hearing:

Event	Scheduled Date
Deadline for Defendant to provide Class Member List to the Settlement Administrator	No later than 21 calendar days after entry of the Preliminary Approval Order
Deadline for sending Notice to Class Members and launching Settlement Website and toll-free hotline	No later than 10 days after receipt of the Class Member List from Defendant
Motion(s) for, and memoranda in support of, (i) Final Approval of Settlement and (ii) Attorneys' Fees and Costs	No later than 45 days before the Final Fairness Hearing
Last day for objections to the Settlement to be filed with the Court and sent to counsel	28 days before the date set by the Court for the Final Fairness Hearing
Final Fairness Hearing	At the convenience of the Court, but not less than 120 days after entry of the Preliminary Approval Order

VII. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully move the Court for an Order: (a) preliminarily approving the Settlement; (b) preliminarily certifying the Settlement Class under Federal Rule of Civil Procedure 23(b)(1); (c) appointing Siri & Glimstad LLP as Class Counsel; (d) approving the proposed form and manner of Settlement Notice; and (e) setting a date for the Final Fairness Hearing.

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UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACEY D. MILLER, on behalf of herself and all others similarly situated, *Plaintiffs*, v. Casey's GENERAL STORES, INC., *Defendant*.	Civil Case No. 4:25-cv-00113-SMR-SBJ

DECLARATION OF OREN FAIRCLOTH IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

I, Oren Faircloth, declare as follows:

I. Personal and Law Firm Background

1. I am a Class Action attorney at Siri & Glimstad LLP ("SG"). SG serves as counsel for Plaintiffs Elizabeth D. Blalock and Stacey D. Miller and the proposed Settlement Class in this action. I have been actively involved in all material aspects of this litigation and am familiar with its proceedings. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. I have personal knowledge of the facts set forth herein and, if called as a witness, could and would testify competently thereto.

2. I am a member in good standing of the bar of Connecticut and am practicing before this Court pro hac vice. My business address is Siri & Glimstad LLP, 100 Pearl Street, 14th Floor - #16946876 Hartford, CT 06103, and my email is ofaircloth@sirillp.com.

3. A true and accurate copy of SG's Firm Resume – Class Action Group is attached

as Exhibit A.

II. Summary of Claims

4. Plaintiffs are former employees of Casey's General Stores, Inc. ("Casey's") who participated in the Casey's Employee Health Care Benefit Plan (the "Plan") governed by ERISA. *See* Plaintiffs' First Amended Complaint, Doc. No. 16-1 ("FAC"), ¶¶ 12–14. Plaintiffs filed this action on behalf of a putative class of Plan participants who were assessed a tobacco surcharge during the Class Period. *See id.*, ¶ 11.

5. Plaintiffs allege that Casey's implemented and administered a tobacco surcharge program that did not comply with ERISA's nondiscrimination provisions and related regulations governing outcome-based wellness programs. *See id.*, ¶¶ 33–48. Specifically, Plaintiffs allege that the program: (a) failed to make available a compliant "reasonable alternative standard" with a "full reward" for the entire plan year, including retroactive reimbursement when the alternative was satisfied midyear; (b) omitted required notices in Plan and Summary Plan Description ("SPD") materials, including notice of the availability of reasonable alternative standards and physician accommodation; and (c) retained surcharge proceeds in general assets, thereby offsetting employer contributions and breaching fiduciary duties. *Id*. The annual surcharge was roughly $910. *Id.*, ¶ 13. Casey's denies liability and all allegations of wrongdoing.

III. Litigation History and Mediation

6. Plaintiffs filed this action in March 2025 and amended the complaint on July 1, 2025. Doc. Nos. 1 and 18. This case arises in a developing and largely untested area of ERISA law concerning health-contingent tobacco surcharges, with limited trial-court decisions, no trials to verdict, and unresolved questions of statutory and regulatory interpretation. I personally continuously reviewed, and still review, the existing landscape of tobacco surcharge cases to

ensure the Class's interests were fully protected at every stage.

7. Following the filing of the First Amended Complaint ("FAC"), the parties began evaluating the potential risks and costs associated with continued litigation, including anticipated motion practice, class certification proceedings, and merits discovery concerning the design and administration of the Plan's surcharge program. During this period, Defendant provided relevant information and documentation to Class Counsel sufficient to allow the Parties to assess the strengths and weaknesses of their respective positions and evaluate potential class-wide relief. After several weeks of the Parties' discussing settlement, the Parties agreed to participate in mediation in an effort to resolve the dispute. Prior to engaging in settlement discussions, Class Counsel conducted a detailed investigation of Defendant's tobacco surcharge program, including reviewing plan documents, benefit materials, and applicable regulatory guidance governing health-contingent wellness programs.

8. On October 9, 2025, the Parties participated in a full-day, arm's length mediation session before an experienced JAMS mediator, Jed D. Melnick, with experience in complex class action and ERISA litigation. At the time of the mediation, the Parties were aware of the strengths and weaknesses of their respective positions. The negotiations were hard-fought, informed by independent analyses, and devoid of collusion. The negotiations were conducted by similarly experienced counsel on both sides—who regularly litigate complex class action and ERISA matters—and were hard-fought, fully informed, and conducted without collusion or improper influence of any kind. Ultimately, after careful consideration of the risks, costs, and delay associated with continued litigation, the Parties reached an agreement in principle and the material terms of that agreement were memorialized in a Term Sheet. Thereafter, the parties worked cooperatively to negotiate and finalize a comprehensive Settlement Agreement reflecting those

agreed terms. Thereafter, I solicited and evaluated proposals from multiple settlement administrators before selecting EisnerAmper ("EA") to administer the Settlement. Me and my team will work closely with EA to implement the Court-approved notice program, respond to inquiries from Settlement Class Members, coordinate with EA to address questions regarding the Settlement, and monitor the administration process.

IV. Terms of the Settlement

9. The Settlement establishes a Gross Settlement Amount of $5,100,000, to be paid into a Qualified Settlement Fund. *See* Settlement Agreement, §§ 1.21 1.30. Subject to Court approval, deductions will include Attorneys' Fees and Costs, Administrative Expenses (including notice, administration, tax compliance, and the Independent Fiduciary), any Case Contribution Awards, and a modest contingency reserve. *Id.*, § 1.24.

10. The Net Settlement Amount will be allocated pro rata to Settlement Class Members based on each Class Member's Net Surcharge Payments—i.e., the total tobacco surcharges paid during the Class Period, less any refunds. Distributions will be made automatically by check, mailed to Class Members' last-known addresses; no claim forms are required. *See id.*, § 5.3 and Plan of Allocation. Checks will be valid for 200 days. *Id.*, § 5.5. After a second distribution (checks valid for 120 days), any small residual will be returned to the Plan for administrative expenses. *Id.* There is no reversion to Casey's of Class Member distributions. *Id.*

11. The proposed Settlement Class is a non–opt-out class under Rule 23(b)(1), defined as: "All individuals residing in the United States who, from January 1, 2019 through December 31, 2025, paid a tobacco surcharge in connection with their participation in the [Plan]." Based on Plan data, the Settlement Class comprises approximately 13,874 members. SA, Ex. C, ¶ 4.(a).

12. The Settlement includes a narrowly tailored release limited to the facts and claims

asserted in this action—i.e., claims arising out of or related to the implementation or collection of nicotine/tobacco surcharges, related disclosures, and alleged fiduciary breaches under ERISA connected to the same. SA, §§ 1.31, 7.1 The release does not extend to unrelated employment or personal claims, nor to individualized benefits or administrative-error claims outside the surcharge-related allegations. *See id*.

13. The Settlement provides a comprehensive notice program. *See id.*, § 2.4.2. Within twenty-one (21) days after entry of the Preliminary Approval Order, Casey's will provide the Settlement Administrator with the Class Member list sufficient to effectuate notice and distribution. *Id.* No later than ten days thereafter, the Settlement Administrator will mail the Court-approved Long-Form Notice by first-class mail to each Class Member and will launch a dedicated settlement website and toll-free hotline. *Id.*, § 2.5, 13.2. Casey's will provide CAFA notice to appropriate federal and state officials within ten days of filing the preliminary approval motion. *Id.*, § 2.6. Class Members may submit timely written objections and may appear at the final fairness hearing; appearance is not required for an objection to be considered. *See id.*, Ex A.

14. Class Counsel will seek attorneys' fees not to exceed one-third of the Gross Settlement Amount, plus reasonable litigation expenses and costs, all subject to Court approval. *Id.*, § 6.1. The Settlement is not contingent on any particular fee, cost, or award, and any reduction will not affect the Settlement's validity or enforceability. *See id.*, § 6.3. Casey's takes no position on fees consistent with the Settlement Agreement. *Id.*, § 6.4.

15. The Settlement will be reviewed and authorized by an Independent Fiduciary on behalf of the Plan, providing further assurance of prudence and fairness under ERISA. *Id.*, § 2.1.

V. Reasons the Settlement Is Fair, Reasonable, and Adequate

16. I, and my firm, have substantial experience litigating complex class actions. A copy

of SG's Firm Resume – Class Action is attached hereto as **Exhibit A**. I have been practicing law for nine years, with my practice focused primarily on complex litigation, class actions, and ERISA matters. For the past seven years, I have worked almost exclusively on complex ERISA class action cases and have worked on the majority of these types of cases that have been filed to date. SG has substantial experience litigating complex ERISA and class actions nationwide—including claims under ERISA § 702 and PHSA § 2705 addressing health-contingent wellness programs—and has vigorously prosecuted this case.[1] I am currently serving as counsel in several other ERISA lawsuits.[2] These cases, like this one, raise important questions under ERISA's statutory and regulatory framework, including fiduciary duties, and prohibitions on discrimination in welfare benefit plans.

17. In my judgment, the Settlement is fair, reasonable, and adequate under Rule 23(e) and controlling Eighth Circuit standards. The relief is substantial, immediate, and directly tied to the alleged harm: a $5,100,000 common fund distributed *pro rata* based on actual surcharge

[1] *See Mehlberg v. Compass Grp. USA, Inc*., No. 24-cv-04179, 2025 U.S. Dist. LEXIS 84589 (W.D. Mo. Apr. 15, 2025); *Lipari-Williams v. Mo. Gaming Co.*, 339 F.R.D. 515 (W.D. Mo. 2021); *Sec'y of Labor v. Macy's, Inc.*, No. 1:17-cv-541, 2021 U.S. Dist. LEXIS 221603 (S.D. Ohio Nov. 17, 2021); *Fisher v. GardaWorld Cash Serv. Inc.*, No. 3:24-cv-00837, 2025 U.S. Dist. LEXIS 167251 (W.D.N.C. Aug. 27, 2025); *Buescher v. N. Am. Lighting, Inc.*, No. 24-cv-2076, 2025 U.S. Dist. LEXIS 135992 (C.D. Ill. June 30, 2025); *Waggoner v. Carle Found.*, No. 24-cv-2217, ECF 27 (C.D. Ill. Sept. 16, 2025); and *Bailey v. Sedgwick Claims Mgmt. Servs. Inc.*, No. 2:24-cv-02749, 2025 U.S. Dist. LEXIS 190335 (W.D. Tenn. Sep. 26, 2025); *Chirinian v. Travelers*, 0:24-cv-03956 (D. Minn.); *Greene v. Progressive*, 1:24-cv-01890 (N.D. Oh.); *Wilson v. Whole Foods*, 1:25-cv-00085 (W.D. Tex.); *Brewster v. Allied Universal*, 1:25-cv-00085 (C.D. Cal.); *Roman v. Walgreen*, 1:25-cv-01504 (N.D. Ill.); *Knight v. LHC*, 6:25-cv-00263 (W.D. La.); *Spence v. Casey's General Store*, 4:25-cv-00113 (S.D. Io.); *Leslie v. Rentokil*, 5:25-cv-01423 (E.D. Pa.); *Simpson v. Inspire*, 1:25-cv-02058 (N.D. Ga.); *Williams v. Bally's*, 1:25-cv-00147 (D.R.I); *Hatheway v. International Automotive*, 1:25-cv-07989 (N.D. Ill.); *Schultz v. Glens Falls*, 1:25-cv-00581 (N.D.N.Y); *Janosky v. USPI*, 2:25-cv-00068 (N.D. TX.); *Pinckney v. Nordstrom*, 2:25-cv-01396 (W.D. Wash.).

[2] *See Watt v. FedEx Corp.*, No. 23-cv-02593 (W.D. Tenn.); *Landel v .Olin*, No. 25-cv-96 (D. Mo); *Parisi v. American Airlines, Inc.*, No. 25-cv-309 (N.D. TX); *Reichert v. Kellanova*, No. 23-cv-12343 (E.D. Mich.); *Whetstone v. Howard Univ.*, No. 23-cv-2409 (D.D.C.); *see also Franklin v. Duke University et al.*, No. 23-cv-833 (M.D.N.C) (appointing SG as Class Counsel).

payments, without a claims process and with robust notice and administration safeguards. This formula directly reflects the transaction-based harm alleged in the Action and treats all Class Members equitably by distributing the Net Settlement Amount in proportion to the amount each paid. Participants who paid higher surcharges receive larger distributions, while those who paid less receive correspondingly smaller amounts. In comparable ERISA settlements, recoveries in the range of 15% to 25% are often approved; here, measured against Plaintiffs' damages model, the Settlement achieves approximately 26% of class-wide damages, a strong result that compares favorably to resolutions in complex ERISA matters.

18. The Settlement was reached in anticipation of contested motion practice and an arm's-length mediation overseen by a neutral judicial officer, confirming its fairness. Although formal discovery was limited, the data exchanged was sufficient to model class-wide relief and to evaluate distribution mechanics. The Parties negotiated in good faith and without collusion, and counsel on both sides are experienced in complex ERISA and class litigation.

19. The litigation risks are significant. This case arises in an untested area of ERISA law concerning health-contingent tobacco surcharges, with limited merits rulings, unresolved regulatory questions, and recent developments in administrative law creating added uncertainty. Plaintiffs' claims implicate the interaction between ERISA, the Patient Protection and Affordable Care Act's amendments to the Public Health Service Act, and the implementing regulations jointly promulgated by the Departments. Continued litigation would likely entail extensive expert work, class certification challenges, dispositive motions, and possible appeals to the Eighth Circuit, materially delaying or diminishing recovery. Further, Faegre Drinker Biddle & Reath LLP, representing Defendant, is a leading, nationally recognized law firm with extensive experience successfully litigating and resolving complex class actions across the country, and Plaintiffs'

counsel were well aware of the significant risk in litigating against such a highly skilled and well-resourced defense team with a proven record of success in defeating similar claims. Continued litigation would require extensive briefing on contested statutory interpretation issues and potentially multiple rounds of dispositive motions, including addressing issues such as commonality, predominance, and damages methodology under Rule 23. This would include extensive discovery, including depositions of plan fiduciaries, benefits administrators, and corporate representatives, as well as expert testimony to, among other things, analyze class-wide damages and liability. By contrast, the Settlement secures certain, equitable cash relief now, avoids the risk of adverse rulings that could eliminate or splinter claims, and ensures efficient distribution to thousands of participants.

20. The Plan of Allocation is rational and equitable because it reflects the fact that Plaintiffs and all Class Members were assessed the same surcharge under the same policy and seek relief on the same legal theories. The Plan of Allocation ties each Class Member's recovery directly to their Net Surcharge Payments during the Class Period, ensuring proportionality and fairness among participants. The method of distribution is efficient and accessible: automatic checks without claim forms, address updating and re-mailing, one redistribution as necessary, and return of any small residual after the second distribution to the Plan for administrative expenses. That formula treats all Class Members equitably by distributing the Net Settlement Amount in proportion to the amount each paid, ensuring participants with higher surcharge payments receive larger distributions and those with lower payments receive correspondingly smaller distributions. There is no reversion to Casey's on amounts distributed to Class Members.

21. Plaintiffs have adequately represented the interests of the Class. They spent significant time reviewing pleadings and program materials, assisted in settlement discussions, and

sought relief identical in form to that of all Class Members under the Plan of Allocation. Both named Plaintiffs have reviewed and approved the Settlement and believe that it represents a fair and reasonable resolution of their claims. Their interests are fully aligned with those of the Class: they seek to maximize relief for participants who paid the tobacco surcharge under Casey's uniform policy. There are no conflicts between Plaintiffs and the Class and no indication that they would prioritize their own interests over those of the Class.

I declare, pursuant to 28 U.S.C. § 1746 and under penalty of perjury, that the foregoing is true and correct to the best of my knowledge, information and belief.

Dated: April 22 2026,

Respectfully submitted,

By: */s/ Oren Faircloth*
Oren Faircloth

EXHIBIT A

Siri | Glimstad

FIRM RESUME

SG

Class Action Practice Group

With attorneys across the country, Siri & Glimstad LLP represents clients from coast to coast in class actions and mass torts in state and federal courts. Utilizing decades of experience at major global law firms, we tackle each dispute with a sophisticated, strategic approach, and we fight hard for every one of our clients.

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SG

Attorney Profiles

Aaron Siri

Managing Partner

Aaron Siri is the Managing Partner of Siri & Glimstad LLP and has extensive experience in a wide range of complex civil litigation matters, with a focus on civil rights, class actions, and commercial litigation.

Mr. Siri has successfully litigated numerous civil rights cases, prosecuted class actions against large corporations resulting in payments to hundreds of thousands of Americans, and has acted as counsel to clients in multiple commercial disputes exceeding one billion dollars, including regarding Oracle Team's challenge for the America's Cup and the collapse of the World Trade Center.

Prior to founding Siri & Glimstad, Mr. Siri was a litigation attorney at Latham & Watkins for over five years. Before Latham, Mr. Siri clerked for the Chief Justice of the Supreme Court of Israel from 2004-2005 where he advised the Chief Justice of relevant American, English (including Commonwealth Countries), and International Law precedents for cases of first impression.

Mr. Siri has also been involved in various pro-bono matters, including representation of asylum applicants, housing discrimination victims, and non-profit organizations in tenant-landlord disputes, as well as being chosen as a Frank C. Newman delegate to present a paper he authored before the United Nations Human Rights Sub-Commission.

Mr. Siri earned his law degree at the University of California, Berkeley School of Law where he received four Prosser Prizes and ten High Honors. He was also the Editor-in-Chief and founder of the Berkeley Business Law Journal, which he developed into a nationally recognized publication, and was ranked as the leading commercial law journal in the country.

Prior to law school, Mr. Siri was an auditor at Arthur Andersen LLP, where he examined internal controls and audited corporate documents for private and public micro-cap technology companies. Mr. Siri is a Certified Public Accountant and an attorney admitted in federal and state courts across the country.

Mr. Siri is regularly interviewed on national television for his expertise regarding certain legal issues. He has also been published in the Washington Post, Stat News, and Bloomberg.

SG

Mason A. Barney

Senior Partner

Mason A. Barney is an experienced trial attorney who for nineteen years has represented both individuals and corporations in complex litigations. Mr. Barney received his J.D., *summa cum laude* from Brooklyn Law School, in 2005, where he graduated second in his class of nearly 500 students, and received numerous academic honors, in addition to being an editor on the Brooklyn Law Review. He then served as a law clerk to the Honorable Judge David G. Trager in the U.S. District Court for the Eastern District of New York. After clerking, he joined the litigation department at Latham & Watkins LLP, and later joined Olshan Frome Wolosky LLP a large established New York City law firm. Before law school, Mr. Barney earned his B.A. from Bowdoin College, where he double majored in Computer Science and Studio Art, and after college he served as a lead database developer for three years at a successful Internet start-up in Washington D.C.

Mr. Barney focuses his practice on class actions and representing individuals in complex litigations. In this practice he has won tens of millions of dollars for his clients. Among other matters, Mr. Barney has fought to stop companies from illegally spamming consumers with unwanted phone calls, has worked to stop companies from illegally obtaining their customers' biometric information (e.g., facial scans and fingerprints), and obtained recovery for numerous victims of data breaches. Mr. Barney has also served as counsel of record for numerous lawsuits involving alleged violations of the Illinois Genetic Information Privacy Act, successfully opposing dispositive motions and defeating improperly raised affirmative defenses.

Mr. Barney is recognized by the New York Legal Aid Society for his outstanding pro bono work representing indigent individuals in matters concerning prisoners' rights, immigration, and special education.

Mr. Barney has published a number of articles concerning a variety of legal issues. These include authoring or co-authoring: *The FBI vs. Apple: What Does the Law Actually Say?,* Inc. Magazine (February 2016); *Can Lawyers Be Compelled to Produce Data They Compile? An Emerging Front in the Trenches of e-Discovery Battles*, Bloomberg BNA (May 2015); *Legal Landscape for Cybersecurity Risk is Changing as Federal Government and SEC Take Action*, Inside Counsel Magazine (May 2015); *Tellabs v. Makor, One Year Later*, Securities Law 360 (July 2008); *Not as Bad as We Thought: The Legacy of Geier v. American Honda Motor Co.in Product Liability Actions,* 70 Brooklyn L. Rev. 949 (Spring 2005). Mr. Barney serves as an adjunct professor at Brooklyn College in New York, teaching Education Law in its graduate studies program, and separately has presented continuing legal education instruction regarding the Foreign Corrupt Practices Act.

SG

Elizabeth Brehm

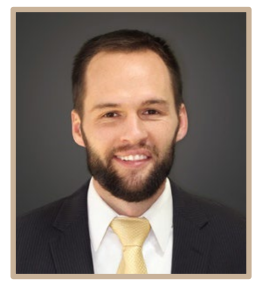
Senior Partner

Elizabeth Brehm graduated from Boston University with a Bachelor of Science and earned her master's degree from Long Island University at C.W. Post. She attended Hofstra Law School and obtained a Juris Doctorate, graduating *magna cum laude*, in 2008.

After law school, Ms. Brehm spent a year at Winston & Strawn LLP where she focused on products liability litigation. For nine years prior to joining Siri & Glimstad, Ms. Brehm worked for a New York law firm where she focused on antitrust class action lawsuits, health care fraud, and qui tam and whistleblower litigations. Ms. Brehm has been an attorney at Siri & Glimstad for over three years and has handled numerous complex litigation matters, including class action matters.

Walker Moller

Partner



Before law school, Walker Moller worked and volunteered for three years in 15 countries throughout Southeast Asia, Oceania, and Africa. While at Mississippi College School of Law, Walker clerked at the Mississippi Supreme Court and was on the Law Review. He graduated *summa cum laude* in 2014 and earned the highest grade in eight courses. After graduation, Walker clerked for a federal judge at the United States District Court, Western District of Louisiana, where he gained exposure to a large volume of employment discrimination matters, products liability cases, and constitutional litigation.

Walker then worked for the U.S. Army Corps of Engineers from 2015 to 2021, where his practice focused on federal contracts and civil litigation in various administrative courts. Immediately before joining Siri & Glimstad, Walker achieved full dismissal of a lawsuit against the Corps of Engineers that implicated $68M worth of federal contracts.

Tyler J. Bean

Partner

Mr. Bean is widely regarded as one of the nation's leading plaintiff-side data privacy litigators, having been recognized as a top-12 litigator under the age of 40 in the country. Mr. Bean's practice focuses on complex civil litigation and consumer class actions, with a particular emphasis on Data Breach, Internet Surveillance, and Camera Surveillance matters. Over the course of his career, he has played a central role in the successful prosecution of hundreds of data privacy cases, from inception through discovery and final approval, helping to shape outcomes in rapidly evolving areas of law. As the lead attorney of the

Firm's Data Privacy Group, Mr. Bean has secured over $150 million in settlement relief for millions of class members nationwide, overseeing all data privacy matters in which the Firm served or is serving as court-appointed lead class counsel and settlement class counsel. His work reflects not only a mastery of the law in these novel and complex spaces, but also the strategic judgment and leadership required to litigate against sophisticated and well-funded defendants.

During law school, Mr. Bean served as Editor for the Oil and Gas, Natural Resources, and Energy Law Journal and was named to the Dean's List, the Faculty Honor Roll, and was a Merit Scholar. He also completed the University of Oklahoma's pro bono and public service work pledge.

Kent. M. Williams

Attorney

Kent M. Williams has over 30 years of experience representing large classes of consumers, employees, and small businesses in antitrust, wage and hour, consumer fraud, data breach, privacy, employment discrimination, securities fraud, trespass, and product liability lawsuits.

Mr. Williams received his J.D. magna cum laude with legal writing honors from the University of Minnesota in 1991, where he was published in the University of Minnesota Law Review and competed against other law schools as a member of Minnesota's Jessup International Law Moot Court Competition Team.

After a summer internship with Jenner & Block in Chicago, Mr. Williams decided to remain in the Twin Cities, where he joined Dorsey & Whitney, one of the largest firms in the Midwest. After a few months, Mr. Williams yearned for more "hands on" experience, so he moved to Opperman Heins & Paquin (now known as Lockridge Grindal Nauen PLLP), a class action boutique where he was responsible for a variety of class and non-class matters. One of his most memorable experiences at OHP was coordinating the successful defense of the late Dr. John S. Najarian, a renowned surgeon who was accused by the Food and Drug Administration of illegally marketing and selling Minnesota antilymphocyte globulin ("MALG"), an anti-rejection drug that Dr. Najarian had developed into what became the immunosuppressive "gold standard" for transplant surgery.

In 1994, Mr. Williams and four other attorneys formed a new class action firm, Heins Mills & Olson, P.L.C. His practice expanded to include class actions against major manufacturers of infant formula, industrial diamonds, hearing aids, polybutylene pipe, synthetic stucco, and other products. He advocated fiercely for consumers in antitrust cases, winning one of the first-ever contested indirect purchaser class certifications in the country, as well as an appellate court victory in North Carolina that established a private right of action for indirect purchasers in that state. Mr. Williams also represented landowners in class actions alleging trespass against railroads and telecommunications companies for burying fiber optic cable on private property without permission.

A firm believer that "variety is the spice of life," in the mid-2000s, Mr. Williams decided to open a solo practice that allowed him to branch out into other areas of the law, while continuing to represent plaintiffs in class actions and other complex commercial matters. Over the next twenty years, Mr. Williams successfully handled a diversity of probate, family law, land-use, administrative law, criminal law, and employment law matters. During that same time period, he served as trial and/or lead counsel in a number of behemoth class actions brought against Big Pharma, Microsoft, and other large corporations. Mr. Williams is recognized as one of the first lawyers in the country to wage mass arbitration "guerilla warfare" (in the words of one legal commentator) by bringing hundreds of individual wage-and-hour arbitrations against a large, well-known restaurant chain.

More recently, Mr. Williams has expanded his practice to include consumer privacy litigation. He manages the Firm's genetic and biogenetic information privacy litigation group, and he serves as class counsel in a number of privacy cases, including one brought against a well-known online healthcare company. At the same time, Mr. Williams continues to advocate for consumers victimized by price-fixing, monopolization, securities fraud, financial fraud, and other unlawful schemes.

Oren Faircloth

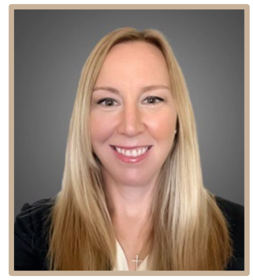
Attorney

Oren Faircloth graduated from McGill University in 2009 with a Bachelor of Arts degree in Political Science. Before attending law school, he served in the armed forces from 2010 to 2011. Mr. Faircloth graduated from Quinnipiac University School of Law, *magna cum laude*, in 2016.

Prior to joining Siri & Glimstad, Mr. Faircloth worked for a boutique law firm where he spearheaded ERISA class action lawsuits against Fortune 500 companies, including: Huntington Ingalls, Rockwell Automation, Raytheon, UPS, U.S. Bancorp, Delta Air Lines, and Sprint. Mr. Faircloth was involved in the prosecution of numerous successful class actions in which over $100 million dollars have been recovered for tens of thousands of employees around the country. In 2022, Mr. Faircloth was recognized by Super Lawyers magazine as a Rising Star in the field of class action.

Mr. Faircloth focuses his practice on class actions and representing individuals in complex litigations. He presently represents individuals who have been denied reimbursement for work-related expenses from their employers, denied sufficient lactation accommodations in the workplace, and denied actuarially equivalent pension benefits. Mr. Faircloth has also represented several individuals on a pro bono basis, negotiating favorable settlements for violations of their constitutional rights.

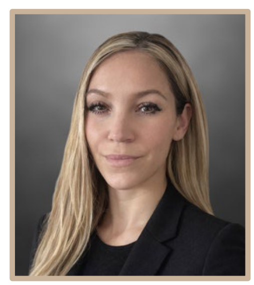
Wendy Cox
Attorney



Prior to joining Siri & Glimstad, Ms. Cox served for 21 years in the United States Army as an Army Nurse Corps officer and as an Army Judge Advocate. As a nurse corps officer, Ms. Cox worked in several clinical settings to include a pediatric unit, a specialty surgical unit, and an orthopedic surgical unit. During her last year as an Army Nurse Corps officer, she taught Army medics in basic life-saving skills before being selected by the Army to attend law school. After graduating law school in 2005, Ms. Cox prosecuted soldiers, advised on operational law issues, taught Constitutional Law at West Point, and advised senior leaders on a variety of legal issues. Following her retirement from the United States Army in 2018, she went on to continue serving soldiers as an attorney for the Office of Soldiers' Counsel.

Wendy Cox graduated *cum laude* from the State University at Buffalo Law School in New York and *summa cum laude* from Norwich University with a Bachelor of Science in Nursing. She went on to get her Master of Laws (L.L.M.) degree in Military Law in 2008.

Catherine Cline
Attorney



Catherine Cline has extensive experience in a wide range of civil law, including constitutional, administrative, employment, and election law. Prior to joining Siri & Glimstad, Ms. Cline served as a judicial law clerk for judges in the U.S. District Court for the Middle District of Pennsylvania, the Commonwealth Court of Pennsylvania, and the Supreme Court of Pennsylvania. Ms. Cline attended law school on a full tuition scholarship, during which time she served as the Editor-in-Chief of the law review and as intern for a U.S. District Court Judge in the Middle

District of Florida. Before attending law school, Ms. Cline received her Bachelor of Arts in Economics with a Minor in Business and the Liberal Arts from Penn State University and worked in the Tax Credit Division of the Pennsylvania Department of Community and Economic Development.

Dana Smith

Attorney

Dana Smith is a seasoned litigator. Prior to joining Siri & Glimstad, Ms. Smith focused most of her legal career on personal injury litigation, including representing individuals harmed due to corporate negligence. Ms. Smith is also experienced in various domestic areas of practice, including divorce, high-conflict custody disputes, and child welfare law.

Ms. Smith graduated *cum laude* from the North Carolina Central University School of Law. Additionally, she received her Bachelor of Arts in Romance Languages from the University of North Carolina at Chapel Hill.

Sonjay Singh

Attorney

Sonjay Singh is a seasoned litigator with broad experience in data privacy matters.

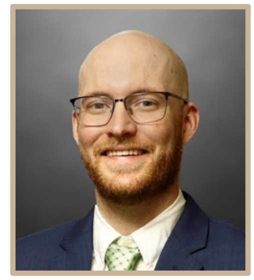
Prior to joining Siri & Glimstad, Mr. Singh worked with prominent plaintiffs' firms in the District of Columbia and Pennsylvania, where he brought claims for individuals affected by data privacy violations, predatory lending, defective products, false advertising, institutional abuse, and other corporate misconduct. Mr. Singh has also practiced as a trial lawyer, pursuing personal injury, medical malpractice, defective premises, and other tort cases on behalf of his clients.

Mr. Singh graduated from Temple University's Beasley School of Law with both his J.D. and a certificate in Trial Advocacy and Litigation. During his time in law school, he was active on campus, and served as Vice President of the Student Bar Association. Mr. Singh also competed on Temple's highly-ranked Trial Team, winning the Inter-American Invitational at the University of Puerto Rico among other honors. For his dedication to plaintiffs' representation, Mr. Singh was named the Eisenberg Scholar, a scholarship given yearly to the outstanding student in civil litigation, and received the Trial Program Award for excellence in trial advocacy. Upon graduating, Mr. Singh was inducted into the Rubin Public Interest Society for his commitment to public service.

Mr. Singh is active in the legal community, and served as the 2022-23 Communications Chair for the MSBA Young Lawyers Division. Before starting his legal career, Mr. Singh co-founded a DEI hiring and recruiting startup, and was elected to serve as Democratic Committeeperson for the Townships of Marple and Newtown, PA.

Neil Williams

Attorney

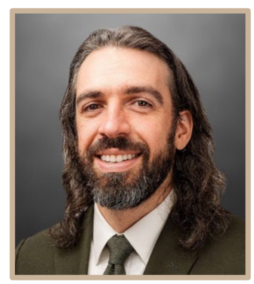


With a robust background in data breach litigation, Mr. Williams is a seasoned legal professional dedicated to protecting the interests of clients in the digital age. Leveraging his extensive experience in cybersecurity law and privacy regulations, he has successfully represented numerous individuals in complex data breach cases. Mr. Williams meticulously navigates the intricate legal landscape surrounding data breaches, providing strategic counsel and vigorous advocacy to achieve favorable outcomes for his clients.

Mr. Williams received his J.D. from Charleston School of Law, where he was awarded CALI Awards on two occasions for the top grade in his class. He also worked alongside several South Carolina Pro Bono Services to ensure that competent legal representation was reaching the most at need populations in the area. Mr. Williams received his undergraduate degree from the University of South Carolina.

Jordan Underhill

Attorney



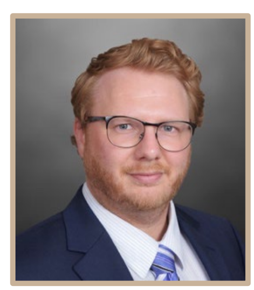
Prior to joining Siri & Glimstad, Jordan Underhill worked as an Assistant Attorney General for the Texas Office of Attorney General. While at the Texas OAG, he prosecuted multi-million-dollar civil fraud cases against pharmaceutical companies, hospital systems, and other entities accused of misappropriating taxpayer funds.

Mr. Underhill also worked for many years at a nonprofit organization where he provided free legal representation to low-income individuals. His work there covered a wide range of civil litigation, including housing/property law, family law, employment law, and criminal record sealing.

Mr. Underhill obtained his J.D. from the University of Colorado–Boulder, where he served as a student note editor for the Colorado Technology Law Journal and volunteered for the Colorado Innocence Project. At Siri & Glimstad, he focuses on class actions involving data privacy issues.

Jack Spitz

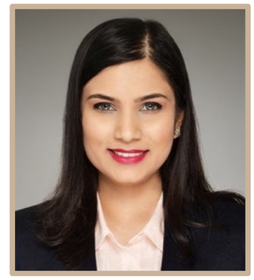
Attorney



Jack R. Spitz is a graduate of Rutgers School of Law where he was a member of the Rutgers Law Record Journal and interned with the Essex County Public Defender’s Office. Following law school, he served as Law Clerk for two judges at the Middlesex County Superior Court in New Brunswick, New Jersey. Subsequently, Mr. Spitz defended a wide variety of personal injury and property damage matters, as well as represented Plaintiffs in employment litigation matters. Prior to law school, Mr. Spitz graduated from Clemson University in South Carolina.

Sonal Jain

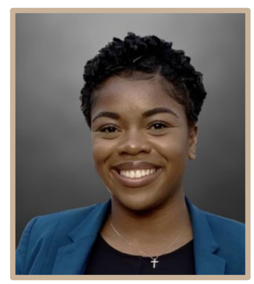
Attorney



Sonal Jain has experience in complex commercial litigations as well as class actions. Ms. Jain graduated from the New York University School of Law with an LLM in International Business Regulation, Litigation and Arbitration in 2020 where she gained experience with international dispute resolution. She received her first degree in law (B.A. LL.B.) from ILS Law College, Pune, a prime legal education institution in India. Prior to joining Siri & Glimstad, Ms. Jain held various internships with top-tier law firms in India where she specialized in complex dispute resolution ranging from consumer and corporate litigation to domestic arbitrations.

Gabrielle Williams

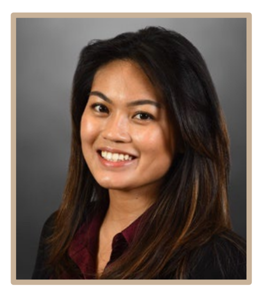
Attorney



Ms. Williams obtained her J.D. from the University of Maryland Francis King Carey School of Law. During her time in law school, she represented clients in state court through the Justice for Victims of Crime Clinical Law Program. She also served as an Associate Editor on the Journal of Healthcare Law and Policy, Executive Board Member of the Black Law Students Association, and Class Representative for the Student Bar Association. Prior to joining Siri and Glimstad, Ms. Williams served as a Judicial Law Clerk on the Appellate Court of Maryland.

Alyssa Tolentino

Attorney



Ms. Tolentino represents consumers in class actions involving data privacy issues. She received her J.D. from St. John's University School of Law where she served as Editor-in-Chief of the New York International Law Review. During law school, Ms. Tolentino also represented low income New Yorkers in their housing, employment, and public benefits disputes through the Economic Justice Clinic.

Albert Asciutto

Attorney

Ms. Albert Asciutto is a skilled litigator with extensive experience in class and collective action matters. At Siri & Glimstad, Mr. Asciutto represents plaintiffs in privacy class action lawsuits, advocating for individuals harmed by negligent or unlawful data security and privacy practices.

Before joining Siri & Glimstad, Mr. Asciutto concentrated his practice on wage-and-hour litigation in state and federal courts nationwide, including claims involving unpaid “off-the-clock” work and negligent or fraudulent pay practices. Mr. Asciutto also worked to safeguard the rights of whistleblowers throughout the United States in qui tam actions brought under the False Claims Act, as well as advocated for employees in cases challenging employers’ unlawful practices affecting workplace benefits and retirement security under ERISA. Earlier in his career, Mr. Asciutto gained valuable experience litigating large-scale environmental contamination class actions and managing a wide range of pharmaceutical mass tort matters.

After obtaining his Bachelor of Arts degree from Western Michigan University with dual majors in creative writing and criminal justice, Mr. Asciutto received his Juris Doctor from Wayne State University Law School. Outside of the classroom, Mr. Asciutto served as Managing Editor of The Journal of Law in Society, President of the Medical and Health Law Society, and Vice President of Finance for the Entrepreneurship and Business Law Society. Additionally, Mr. Asciutto gained practical experience in the State of Michigan Appellate Defender Office preparing criminal appellate briefs for incarcerated clients, and as a student attorney in the Legal Advocacy for People with Cancer Clinic at the Barbara Ann Karmanos Cancer Institute. Mr. Asciutto also had the privilege of working as research assistant to late U.S. Senator Carl Levin, where he advocated for the reduction of barriers to treatment for those suffering from Opioid Use Disorder.

Tanner Hilton

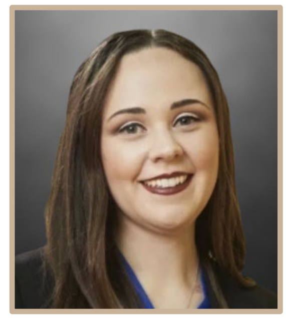
Attorney

Tanner R. Hilton is an experienced class action litigator with a focus on data breach and privacy litigation. Mr. Hilton has held multiple leadership roles in data privacy cases in both federal and state courts nationwide and has played a key role in successfully managing numerous class actions from their inception through court-approved settlement. Before joining Siri & Glimstad, Mr. Hilton was an attorney at a class action law firm where he focused primarily on data privacy and securities litigation, while also representing plaintiffs in a variety of consumer protection matters.

Mr. Hilton earned his bachelor's degree in political science from Texas A&M University in 2019 and his JD from Oklahoma City University in 2022. During law school, Mr. Hilton competed on two national moot court teams, including the NALSA Moot Court Competition Team and the Hispanic National Bar Association Moot Court Competition Team. He also received the CALI Award for Secured Transactions and was inducted into the Order of the Barristers in 2022.

Kennedy Brian

Attorney



Ms. Kennedy Brian is an accomplished attorney in the data privacy litigation sector who practices in state and federal courts across the nation. She has played a pivotal role in obtaining favorable decisions for data breach victims throughout the United States. Ms. Brian has successfully worked on dozens of data privacy cases and has spoken on various data privacy topics at conferences across the nation.

During law school, Ms. Brian was a member of the American Indian Law Review, received awards for trial techniques and moot court, and was listed on the Dean's Honor Roll.

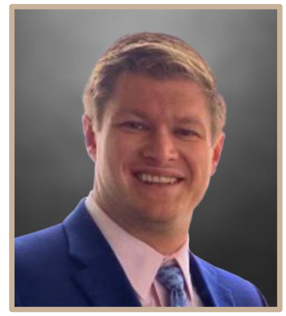
Catherine Ybarra

Attorney

Catherine Ybarra's practice focuses on civil rights and informed consent. Ms. Ybarra leads a team focused on environmental pollutants, toxins, and the release of biologics. Ms. Ybarra also contributes to the Firm's FOIA practice and vaccine policy group. Ms. Ybarra is an experienced civil litigation attorney. After law school, Ms. Ybarra practiced for almost seven years at a boutique civil litigation firm in San Diego. Prior to joining Siri & Glimstad, Ms. Ybarra served for nearly five years as a Staff Attorney for the San Diego Superior Court. Ms. Ybarra earned her B.A. from University of California at San Diego. She received her J.D. from University of San Diego School of Law.

Zane Johnson

Attorney



Zane Johnson is a litigator with broad experience in class actions and commercial litigation. He represents individuals and classes of consumers in complex litigation in federal courts nationwide. His work at Siri & Glimstad focuses on assisting consumers impacted by the improper sharing of their private information, including matters involving data privacy, consumer protection statutes, and emerging technology-related harms.

Prior to joining Siri & Glimstad, Mr. Johnson brought claims for individuals affected by violations of the Employee Retirement Income Security Act (ERISA) with a prominent plaintiff's law firm, successfully advocating for plan participants in disputes involving fiduciary breaches and unlawful plan practices. Mr. Johnson has also practiced as a corporate litigator, helping to resolve contract disputes, business tort claims, and high-stakes commercial conflicts, and as an intellectual property attorney, helping clients secure and enforce patent and trademark rights through litigation and strategic portfolio management.

Mr. Johnson earned his J.D., with honors, from the University of Connecticut School of Law with a certificate in intellectual property. During his time in law school, he earned CALI Excellence for the Future Awards in Contracts, Lawyering Process, and Case Studies in Compliance Systems, reflecting his academic distinction and commitment to legal excellence.

Prior to and while attending law school, Mr. Johnson worked as a software engineer for multiple Fortune 500 companies. Mr. Johnson has experience designing and building business-critical software from the ground up at every level of the software development stack, including hands-on experience with various user analytics tools, which provides him with a unique technical fluency in cases involving digital platforms, data tracking technologies, and complex software systems.

Outside the office, Mr. Johnson volunteers to coach youth hockey and lacrosse teams, demonstrating his commitment to mentorship, teamwork, and community involvement.

SG

William Payne

Counsel

With over 15 years of experience in employment law in both state and federal courts nationwide, Mr. Payne has built a career representing clients in complex matters, including class and collective actions involving the FLSA, ERISA, Title VII, ADA, ADEA, FMLA, and state and federal whistleblower statutes. Mr. Payne has gained experience in litigation, advice, and leadership, not only through private practice, but also from his time serving as in-house counsel for residential solar companies operating across multiple states. In those roles, he managed employment and consumer litigation, negotiated commercial contracts, and ensured regulatory compliance. Before entering the legal field, Mr. Payne was a high school teacher and coach, and earlier worked in print journalism—experiences that shaped his communication style, strategic thinking, and dedication to advocacy..

Notable Class Actions Handled By Siri & Glimstad LLP

Hefstetler, et al. v. Upstream Rehabilitation, Inc., et al.
Case No. 2024-902563.00 (AL Cir. Ct., Jefferson Cty.)
Final approval granted for a settlement involving roughly 545,000 class members and a $4,304,898.50 non-reversionary settlement fund.

Reedy, et al. v. Everlywell, Inc., et al.
Case No. 1:24-cv-02713 (N.D. Ill.)
Final approval granted for a settlement involving2 million class members and a $5,000,000 non-reversionary settlement fund.

In re Retina Group of Washington Data Security Incident Litigation
Case No. 8:24-cv-00004 (D. Md.)
Final approval granted for a settlement involving 450,000 class members and a $3.6 million non-reversionary settlement fund.

Terrance Rosa, et al. v. Brightline, Inc.
Case No. 24-md-03090 (S.D. Fla.)
Final approval granted for a settlement involving over 1 million class members and a $7,000,000 non-reversionary settlement fund.

SG

In re Berry, Dunn, McNeil & Parker Data Security Incident Litigation
Case No. 2:24-cv-00146 (D. Me.)
Final approval granted for a settlement involving 2 million class members and a $7.25 million non-reversionary settlement fund.

Corona-Cantu v. Ingo Money, Inc.
Case No. 1:24-cv-03023 (N.D. Ga.)
Final approval granted for a settlement involving 27,000 class members and a $1.5 million non-reversionary settlement fund.

Buchanan v. Sirius XM Radio, Inc.
Case No. 3:17-cv-00728 (N.D. Tex.)
Appointed co-lead class counsel in a case alleging violations of the TCPA, which resulted in a settlement of $25,000,000, plus free satellite radio service, to a class of 14.4 million members.

Thomas v. Dun & Bradstreet Credibility Corp.
Case No. 15-cv-3194 (S.D. Cal.)
Appointed co-lead class counsel in a case alleging violations of the TCPA which resulted in a settlement of $10,500,000.

Gatto v. Sentry Services, Inc., et al.
Case No. 13 CIV 05721 (S.D. N.Y.)
Appointed co-lead class counsel in a case involving ERISA claims relating to an ESOP which resulted in a settlement of $11,138,938.

Kindle v. Dejana
Case No. 14-cv-06784 (E.D. N.Y.)
Appointed co-lead trial counsel for plaintiffs in an ERISA matter filed as a class action involving breaches of fiduciary duty related to the management and termination of an ESOP, which settled after the beginning of trial for $1,080,000 for the class.

MacNaughton v. Young Living Essential Oils, LC,
67 F.4th 89 (2d Cir. 2023)
Successfully reversed motion to dismiss, creating a significant precedent regarding the definition of “puffery” in N.Y. false advertising cases.

MacNaughton v. Young Living Essential Oils, LC,
Case No. 24LA0329 (Cir. Ct. Ill.)
Received final approval of settlement in false advertising class action valued at $10,000,000.

Carter, et al. v. Vivendi Ticketing US LLC d/b/a See Tickets
Case No. 8:22-cv-01981 (C.D. Cal.)
Final approval granted, appointing firm as sole class counsel, in a data breach class action settlement involving 437,310 class members and a $3,000,000 non-reversionary settlement fund.

Medina v. Albertsons Companies, Inc.
Case No. 1:23-cv-00480 (D. Del.)
Obtained final approval of a class settlement involving 33,000 class members and a $750,000 non-reversionary settlement fund.

In re Sovos Compliance Data Security Incident Litigation
Case No. 1:23-cv-12100-AK (D. Mass.)
Obtained final approval of a class settlement that includes a non-reversionary settlement fund of $3,534,128.50 involving 490,000 individuals, and separate from the settlement fund, requires the defendant to pay for data security improvements.

Owens v. US Radiology Specialists, Inc.,
Case No. 22 CVS 17797 (N.C. Super. Ct.)
Received final approval for settlement in data breach involving 1,309,429 customer's private health information, creating non-reversionary settlement fund of $5,050,000 to compensate class members.

In re: Planet Home Lending, LLC Data Breach
Case No. 3:24-cv-127 (D. Conn.)
Final approval granted for data breach settlement affecting 285,000 individuals, which will create a non-reversionary settlement fund valued at $ 2,425,000.

In re: Vivendi Ticketing US LLC, d/b/a See Tickets Data Security Incident
Case No. 2:23-cv-07498 (C.D. Cal.)
Final approval of settlement in second data breach affecting 323,498 individuals, where the settlement agreement calls for the creation of a non-reversionary settlement fund in the amount of $3,250,000.

Fortra File Transfer Software Data Security Breach Litigation
Case No. 24-MD-03090-RAR (S.D. Fl.).
Appointed to leadership team in nationwide multi-district litigation concerning data breach affecting more than 4,000,000 individuals' personal and health information.

In re UNITE HERE Data Security Incident Litigation
Case No. 1:24-cv-01565-JSR (S.D.N.Y.)
Obtained final approval of data breach settlement affecting roughly 790,000 individuals, creating a non-reversionary settlement fund of $6,000,000 to compensate class members.

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACY D. MILLER, on behalf of herself and all others similarly situated, Plaintiff, vs. CASEY'S GENERAL STORES, INC. Defendant.	**Civil Action No.: 4:25-cv-00113-SMR-SBJ**

CLASS ACTION SETTLEMENT AGREEMENT

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

WHEREAS, on March 28, 2025, Plaintiff Elizabeth D. Blalock instituted this action, and on June 9, 2025, Plaintiffs filed the First Amended Class Action Complaint adding Plaintiff Stacy D. Miller, in the United States District Court for the Southern District of Iowa, Central Division, in *Blalock, et al. v. Casey's General Stores, Inc*., Case No. 4:25-cv-00113-SMR-SBJ (the "Action"), asserting claims under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the Public Health Service Act concerning an outcome-based wellness program tobacco surcharge under the Casey's General Stores, Inc. Employee Health Care Benefit Plan (the "Plan");

WHEREAS, in the operative Class Action Complaint, the Class Representatives sought equitable and compensatory relief pursuant to ERISA §§ 502, 702, 404, and 406, 29 U.S.C. §§ 1132, 1182, 1104, and 1106, respectively, including declaratory relief, accounting, injunctive relief, disgorgement, restitution, surcharge, relief to the Plan pursuant to ERISA § 409, 29 U.S.C. § 1109, pre-judgment interest, attorneys' fees, expenses, and/or taxable costs pursuant to ERISA § 502(g), 29 U.S.C. § 1132(g), and other just and proper relief.

WHEREAS, Defendant denies each and every allegation of wrongdoing made in the Complaint and contends that it has no liability in the Action, specifically denies the allegations that it breached any fiduciary duty or any other provisions of ERISA in connection with the design or administration of the Plan, and further denies that it in any way failed to act prudently or loyally as to the Plan's participants and beneficiaries;

WHEREAS, Defendant provided certain documents to Class Counsel as part of settlement discussions, and Class Counsel and Defense Counsel have thoroughly investigated the facts and analyzed legal principles applicable to the Action and the remaining claims;

WHEREAS, based on their investigation of the merits of this Action, the course of the litigation to date, and their knowledge and experience with respect to similar ERISA litigation, Class Counsel believe that the Settlement will provide substantial benefits to the Settlement Class. When the benefits conferred by the Settlement are weighed against the attendant risks of continuing to prosecute the Action, Class Counsel believe that the Settlement represents a reasonable and fair resolution of the claims of the Settlement Class. In reaching this conclusion, Class Counsel have considered, among other things, the risks of litigation (including the risks of establishing both liability and loss to the Plan), the time necessary to achieve a final resolution through litigation and any appeals, the complexity of the claims set forth in the Complaint, the ability of Defendant to withstand judgment, and the benefits accruing to the Plan's participants under the Settlement;

WHEREAS, although Defendant has denied and continues to deny all liability with respect to the claims alleged in the Action, Defendant nevertheless considers it desirable that any and all possible controversies and disputes arising out of or during the Class Period (as defined below) that relate to the matters, transactions, and occurrences referenced or that could have been referenced in the Action be conclusively resolved and terminated on the terms and conditions set forth below because the Settlement and the attendant final dismissal of the Action will avoid the substantial expense, inconvenience, and risk of continued litigation and will bring Plaintiffs' claims and potential claims to an end;

WHEREAS, the Parties have engaged in arm's-length negotiations, including with the assistance of mediator Jed D. Melnick, and have reached agreement on the material terms of a proposed class settlement as memorialized in the Parties' executed Term Sheet dated October 3, 2025;

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

ARTICLE 1 – DEFINITIONS

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

1.1. "Administrative Expenses" means expenses incurred in the administration of this Settlement Agreement, including but not limited to (a) all fees, expenses, and costs associated with providing the Settlement Notice to the Class Members; (b) related tax expenses (including taxes and tax expenses as described in Section 4.4); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and Escrow Agent; and (e) all fees and expenses of the Independent Fiduciary. Excluded from Administrative Expenses are Defendant's internal expenses and the Settling Parties' respective legal fees and expenses. All Administrative Expenses shall be paid from the Gross Settlement Amount.

1.2. "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services provided by Class Counsel. The amount of Attorneys' Fees and Costs for Class Counsel shall not exceed one-third of the Gross Settlement Amount and shall be paid from, and deducted directly out of, the Qualified Settlement Fund.

1.3. "Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable under the Plan, on either a primary or contingent basis.

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

1.5. "CAFA Notice" means notice of this proposed Settlement to the appropriate federal and state officials pursuant to CAFA, which Defendant shall cause to be issued, including by working with the Settlement Administrator as needed.

1.6. "Case Contribution Awards" means the monetary amounts awarded by the Court to each Class Representative in recognition of their assistance in the prosecution of this Class Action. Class Counsel may seek up to $7,500.00 per Class Representative, to be paid from, and disbursed directly out of, the Qualified Settlement Fund and deducted from the Gross Settlement Amount. Any such Case Contribution Award shall be subject to the approval of the Court.

1.7. "Class Action" or "Action" means *Blalock, et al. v. Casey's General Stores, Inc.*, Case No. 4:25-cv-00113-SMR-SBJ, pending in the United States District Court for the Southern District of Iowa, Central Division.

1.8. "Class Counsel" means: (i) Oren Faircloth of Siri & Glimstad LLP, and (ii) Adam J. Wachal of Koley Jessen P.C., L.L.O.

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

1.10. "Class Member List" means the list of Settlement Class Members and associated data fields necessary to effectuate the Settlement Notice and Plan of Allocation including names, last known mailing addresses, email addresses (if available), and transactional data sufficient to calculate tobacco surcharges paid during the Class Period, as maintained in Defendant's payroll and benefits records.

1.11. "Class Period" means January 1, 2019, through and including December 31, 2025.

1.12. "Class Representatives" means Elizabeth D. Blalock and Stacy D. Miller.

1.13. "Court" means the United States District Court for the Southern District of Iowa, Central Division.

1.14. "Defendant" or "Casey's" means Casey's General Stores, Inc.

1.15. "Defense Counsel" means Stephanie L. Gutwein, Nicholas A. Klinefeldt, and Richard J. Pearl of Faegre Drinker Biddle & Reath LLP.

1.16. "Escrow Agent" means the entity approved by the Settling Parties to act as escrow agent for any portion of the Gross Settlement Amount deposited in or accruing in the Qualified Settlement Fund pursuant to this Agreement.

1.17. "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 *et seq*.

1.18. "Final Fairness Hearing" means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement; (b) Class Counsel's petition for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards; and (c) whether to grant final approval of the Settlement under Fed. R. Civ. P. 23(e).

1.19. "Final" means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like ("Review Proceeding") has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been initiated timely, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted Review Proceeding, the Final Approval Order becomes Final thirty (30) calendar days after its entry by the Court.

1.20. "Final Approval Order and Judgment" means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as **Exhibit D** hereto. The Parties may agree to additions or modifications to the form or the Final Approval Order and Judgment as they agree are appropriate at the time that it is submitted to the Court for final approval of the Settlement.

1.21. "Gross Settlement Amount" means the sum of FIVE MILLION ONE HUNDRED THOUSAND DOLLARS ($5,100,000.00) to be contributed to the Qualified Settlement Fund. The Gross Settlement Amount shall be paid by Defendant and/or its fiduciary liability insurer. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel, made by or on behalf of Defendant in connection with the Settlement, effectuated through this Settlement Agreement. Defendant shall bear, outside the Gross Settlement Amount, all costs associated with issuing CAFA Notices pursuant to 28 U.S.C. § 1715. Except for those CAFA-related costs, neither Defendant nor any agent or insurer thereof will make any additional payment in connection with the Settlement of the Class Action.

1.22. "Independent Fiduciary" means the person or entity that has no relationship to the Class Representatives or Defendant and will serve as an independent fiduciary to the Plan to approve and authorize the settlement of Released Claims on behalf of the Plan in accordance with Section 2.1.

1.23. "Mediator" means Jed D. Melnick.

1.24. "Net Settlement Amount" means the Gross Settlement Amount minus: (a) all Attorneys' Fees and Costs paid to Class Counsel as authorized by the Court; (b) all Case Contribution Awards as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for: (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid; (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date; and (3) an amount estimated for adjustments of data or calculation errors.

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

1.26. "Plaintiffs" means the Class Representatives and each member of the Settlement Class.

1.27. "Plan" means the Casey's General Stores, Inc. Employee Health Care Benefit Plan, and any predecessors, successors, and any trust created and attendant to such plan(s).

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

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

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

1.31. "Released Claims" means any and all losses, damages, unjust enrichment, attorneys' fees, disgorgement, litigation costs, restitution, injunctive relief, declaration, contribution, indemnification or any other type or nature of legal or equitable relief, actions, demands, rights, obligations, liabilities, expenses, costs, and causes of action, whether arising under federal, state, or local law, whether by statute, contract, law, or equity, whether brought in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, based in whole or in part on:

1.31.1. Acts or failures to act occurring during the Class Period that arise out of or relate to the allegations, acts, omissions, facts, matters, transactions, or occurrences that gave rise to the claims in this Action;

1.31.2. (i) The implementation or administration of the Wellness Program or collection, use, or maintenance of any Surcharges by Defendant and/or the Plan, (ii) all disclosures (or alleged lack of disclosures) related to the same; and (iii) alleged breaches of the duty of care, prudence, or other duties under ERISA arising out of or relating to any of the foregoing;

1.31.3. Claims that were brought in the Action, and actual or potential claims that arise out of or relate to any of the allegations in the operative Class Action Complaint relating to the Surcharges and/or associated wellness program requirements during the Class Period;

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

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

1.31.6. In addition to the Released Claims applicable to all Class Members, the Class Representatives, for themselves, their representatives, executors, administrators, trustees, successors, and assigns, hereby release and forever discharge, to the fullest extent permitted by applicable law, Released Parties from all claims of every kind (including without limitation attorneys' fees and costs) which Class Representatives had or now may have against the Released Parties arising out of or in any way related to their employment with Casey's. These claims include, but are not limited to, all claims for breach of express or implied contract or covenant of good faith and fair dealing, negligent hiring, negligent supervision, fraud, negligent misrepresentation, promissory estoppel, unjust enrichment, quantum meruit, all claims for retaliation or violation of public policy, all claims for discrimination and harassment, all claims for defamation, all claims arising under federal or state statutes, including but not limited to, Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, the Fair Labor Standards Act ("FLSA"), the Equal Pay Act, the Family and Medical Leave Act ("FMLA"), the Americans with Disabilities Act ("ADA"), ERISA, or any other federal, state or local laws (statutory or common law) or in equity relating to employment or benefits associated with employment, claims for punitive damages, liquidated damages, emotional distress, mental anguish, and/or personal injury. To the fullest extent permitted by law, Class Representatives acknowledge and agree that included among the claims released in this Paragraph are any and all claims that have been, or may be, asserted by Class Representatives or by any other person or entity on their behalf in any class, collective, or representative action relating to Class Representatives' employment with and/or termination of employment with Casey's. Class Representatives further acknowledge that Casey's has satisfied all obligations to each of them as a matter of law, and pursuant to any policies, and that they have no additional claims against the Released Parties related to employment with and/or termination from Casey's. This release in this Paragraph does not apply to: (a) claims that may not be released as a matter of law; (b) claims that may arise after the date Class Representatives sign this Agreement; and (c) Class Members other than the Class Representatives.

1.31.7. The Released Claims include, to the fullest extent permitted by law, any and all provisions, rights, and benefits consistent with Section 1542 of the California Civil Code, which provides that:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

1.32. "Released Parties" means (a) Casey's and all of its past, present, and future directors, officers, partners, members, trustees, shareholders, owners, employees, administrators, fiduciaries, representatives, agents, advisors, attorneys, Plan fiduciaries and administrators, insurers, and assigns; and (b) Casey's past and present parents, subsidiaries, predecessors, successors, and assigns and affiliated entities and all of their respective past, present, and future directors, officers, partners, members, trustees, shareholders, owners, employees, advisors, Plan fiduciaries and administrators, administrators, representatives, agents, attorneys, insurers, and assigns.

1.33. "Review Proceeding" shall have the meaning set forth in Section 1.19.

1.34. "Settlement" means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to Section 14.13.

1.35. "Settlement Administrator" means the entity selected and retained by Class Counsel to administer the Settlement, Plan of Allocation, and Settlement Notice.

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

1.37. "Settlement Agreement Execution Date" is the date the final signature is applied to this Settlement Agreement.

1.38. "Settlement Class" means all individuals residing in the United States who, from January 1, 2019 through and including December 31, 2025, paid a Surcharge in connection with their participation in the Plan.

1.39. "Settlement Effective Date" means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 12.

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

1.41. "Settlement Website" means the internet website established in accordance with Section 13.2.

1.42. "Settling Parties" means the Defendant and the Class Representatives, on behalf of (i) themselves, (ii) the Plan, and (iii) each of the Class Members.

1.43. "Surcharge" means the additional cost, in addition to the regular health plan premium costs, imposed on, and paid by, Plan participants who used tobacco products or who failed to complete a tobacco affidavit at the time of their initial or annual enrollment in the Plan.

1.44. "Taxes" means any and all compulsory contribution of revenue or other mandatory monetary charge for public purposes, whether by or through local, state, or federal governmental imposition.

1.45. "Tax Expenses" means all expenses and costs incurred in connection with the operation and implementation of Section 5.1, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) returns in connection with the operation of the Qualified Settlement Fund,

1.46. "Transferor" means Defendant, as the "transferor" within the meaning of Treas. Reg. § 1.468B-1(d)(1).

1.47. "Wellness Program" means the program by which Defendant and the Plan imposed a Surcharge on Plan participants who used tobacco products or who failed to complete a tobacco affidavit at the time of their initial or annual enrollment, subject to the opportunity to satisfy a reasonable alternative standard to avoid the Surcharge.

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

2.1. Independent Fiduciary. Defendant, with approval by Class Counsel, shall retain an Independent Fiduciary to review and consider the Settlement on behalf of the Plan. The Independent Fiduciary shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.

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

2.1.2. If it deems appropriate, the Independent Fiduciary shall (i) in its capacity as a fiduciary of the Plan, approve the Settlement in writing and agree to a release of the Released Parties and for and on behalf of the Plan coextensive with the release from the Plaintiffs and the Settlement Class Members; (ii) authorize the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39; and (iii) find that the Settlement does not constitute a prohibited transaction under ERISA § 406(a) and notify Defendant directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than thirty-five (35) calendar days before the Final Fairness Hearing.

2.1.3. All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement will constitute Administrative Expenses, to be paid from, and disbursed directly out of the Qualified Settlement Fund and deducted from the Gross Settlement Amount. The Settlement Administrator shall issue such payments from the Qualified Settlement Fund.

2.1.4. Defendant, Defense Counsel, and Class Counsel shall respond to reasonable requests from the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.

2.1.5. If Defendant concludes that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendant shall so inform the Independent Fiduciary within five (5) calendar days of receipt of the determination. Defendant shall not, however, have any obligation or right to review any substantive determinations of the Independent Fiduciary. Defendant's review shall be limited to whether the Independent Fiduciary indicated that it considered factors required by PTE 2003-39.

2.1.6. A copy of the Independent Fiduciary's determination letter and report shall be provided to Class Counsel, who may file it with the Court in support of final approval of the Settlement along with their motion for Attorneys' Fees and Costs.

2.1.7. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Settling Parties may mutually agree, in their respective discretions, to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Alternatively, the condition of Independent Fiduciary approval can be waived only upon all Parties' consent, in which case such option is to be exercised in writing within fourteen (14) calendar days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

2.1.8. The Settling Parties and their Counsel will not have any liability or responsibility whatsoever with respect to any act, omission, or determination of the Independent Fiduciary.

2.1.9. Class Counsel and Defense Counsel shall cooperate with the Independent Fiduciary and provide information as reasonably requested by the Independent Fiduciary.

2.2. Preliminary Approval. As soon as reasonably practicable, and after the full execution of this Settlement Agreement by the Settling Parties, the Class Representatives, through Class Counsel, shall file with the Court a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order, in substantially the form attached hereto as Exhibit C. While Defendant may not agree with all the averments of Plaintiffs' motion for preliminary approval of settlement, Defendant will support the relief sought in Plaintiffs' motion provided it is consistent with the terms and conditions of this Settlement. Class Counsel shall provide Defense Counsel the opportunity to review and comment on the motion seeking preliminary approval and any supporting memorandum before such papers are filed, and shall consider Defense Counsel's comments in good faith. The Preliminary Approval Order to be presented to the Court shall, among other things:

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

2.2.2. Approve the text of the Settlement Notice for mailing to Class Members;

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

2.2.4. Cause the Settlement Administrator to send by first-class mail the Settlement Notice to each Class Member identified by the Settlement Administrator based upon the Class Member List provided by Casey's;

2.2.5. Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendant, the Released Parties, and/or the Plan;

2.2.6. Set the Final Fairness Hearing for no sooner than one hundred and twenty (120) days after the date the Preliminary Approval Order is filed, in order to determine whether: (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Class

Representatives' Case Contribution Awards, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;

2.2.7. Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Final Fairness Hearing;

2.2.8. Provide that no appearance is necessary at the Final Fairness Hearing if the objection is submitted in writing, is postmarked twenty-eight (28) days before the Final Fairness Hearing, and includes the following information: (1) his/her/its full name, current address, and current telephone number, and, if represented by counsel, his/her/its counsel's name and contact information; (2) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class; (3) a statement of the position(s) the objector wishes to assert; (4) copies of any other documents that the objector wishes to submit in support of his/her/its position; and (5) a list of any other objections to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years;

2.2.9. Provide that any Class Member who files and serves a written comment or objection may also appear at the Fairness Hearing either in person or through qualified counsel retained at their own expense, and that any comment or objection that is timely filed or postmarked will be considered by the Court even in the absence of a personal appearance by the Class Member or that Class Member's counsel;

2.2.10. Provide that the Parties may file written responses to any objections not later than five (5) business days before the Fairness Hearing or submit an oral response at the Fairness Hearing; and

2.2.11. Provide that the Final Fairness Hearing will be held in person and/or be adjourned or continued by order of the Court and that notice of the date, time, and location of the Final Fairness Hearing will be provided on the Settlement Administration Website.

2.3. Settlement Administration. Class Counsel shall retain the Settlement Administrator to assist with Class Notice, CAFA notices, and administration of the Settlement, subject to the agreement of Defendant, which agreement shall not unreasonably be withheld. Defendant and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by e-mail, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation.

2.3.1. The Settlement Administrator must agree to be bound by any stipulated protective order regarding confidentiality agreed to by the Settling Parties and any further non-disclosure or security protocol required by the Settling Parties.

2.3.2. The Settlement Administrator shall use the data provided by Defendant solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

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

2.4. Class Data for Distribution of Notice, CAFA Notices, and Plan of Allocation.

2.4.1. Calculations. Defendant will use its best efforts to provide the Settlement Administrator with the last known addresses of Class Members for purposes of mailings contemplated by this Settlement Agreement and either Plan year-end or quarterly data for purposes of the Plan of Allocation calculations, depending upon which data is available.

2.4.2. No later than twenty-one (21) calendar days after the entry of the Preliminary Approval Order, Defendant will provide the Settlement Administrator the participant data specified in Section 1.10 of this Settlement Agreement ("Class Member List") sufficient to effectuate the Notice, implement the Plan of Allocation, and distribute the Settlement Fund.

2.5. Settlement Notice. No later than ten (10) days after receipt of the Class Member List from Defendant, the Settlement Administrator shall cause to be sent via U.S. Mail to each Class Member identified on the Class Member List a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibit A or a form subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time.

2.6. CAFA Notice. No later than ten (10) calendar days after the filing of the motion for preliminary approval of the Settlement, Defendant shall cause the CAFA Notice to be sent, including by working with the Settlement Administrator as needed, to the Attorney General of the United States, the Secretary of the Department of Labor, and the Attorneys General of all States and Territories in which Class Members reside, as specified by 28 U.S.C. § 1715. All costs associated with issuing the CAFA Notice shall be borne solely by Defendant and shall not be paid from the Qualified Settlement Fund.

ARTICLE 3 – FINAL SETTLEMENT APPROVAL

3.1. No later than forty-five (45) calendar days before the Final Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit D) in the form approved by Class Counsel and Defense Counsel, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

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

3.1.2. A determination under Fed. R. Civ. P. 23(c)(2) that the Settlement Notice constitutes the best notice practicable under the circumstances and that due and sufficient notice of the Final Fairness Hearing and the rights of all Class Members has been provided;

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

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

3.1.5. That each Class Member shall release the Released Parties, Defendant, Defense Counsel, and Class Counsel for any claims, liabilities, and Attorneys' Fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related Attorneys' Fees and expenses;

3.1.6. That the provisions of Sections 7.1 and 7.2 shall apply even if any Class Member may thereafter discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;

3.1.7. That all applicable CAFA requirements have been satisfied;

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

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

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

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

ARTICLE 4 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

4.1. No later than twenty-one (21) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1 and as described in the Internal Revenue Code of 1986, as amended ("QSF"). The Settlement Administrator shall serve as Trustee of the QSF and shall act as a fiduciary with respect to the handling, management, and distribution of the QSF. The Settlement Administrator shall be liable and responsible for compliance with all applicable laws concerning the handling, management, and distribution of the QSF.

4.2. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Subsection, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

4.3. For the purpose of Treasury Regulation § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns shall be consistent with this Subsection and in all events shall reflect that all

Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the respective settlement fund as provided herein.

4.4. All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Parties with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund do not qualify as a "qualified settlement fund" for federal or state income tax purposes, and (b) all Tax Expenses, shall be paid out of the respective settlement fund for which the income was earned or expense or cost incurred; in no event shall the Released Parties, Defense Counsel, and/or Class Counsel have any responsibility for or liability with respect to the Taxes or the Tax Expenses. The Settlement Administrator shall indemnify and hold the Released Parties, Defense Counsel, and/or Class Counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be timely paid by the Settlement Administrator out of the Settlement Fund without prior order from the Court, and the Settlement Administrator shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)); the Released Parties are not responsible therefor nor shall they have any liability with respect thereto. The Parties hereto agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out this Section.

4.5. All interest or other economic benefits derived from the Settlement Fund shall be included in the definition of the Settlement Fund and shall not be used to provide benefits or income to any third parties.

4.6. No later than five (5) calendar days after the Qualified Settlement Fund is established, the Settlement Administrator or Class Counsel shall furnish to Defendant and/or Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary instructions for furnishing payment by check or wire transfer.

4.7. Within thirty (30) calendar days after the date the Qualified Settlement Fund is established and the Settlement Administrator (or Class Counsel) has furnished to Defendant and/or Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary instructions for furnishing payment by check or wire transfer, then the Transferor and/or its insurer will deposit ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount.

4.8. Within thirty (30) calendar days after the Settlement Effective Date, the Transferor and/or its insurer shall deposit the remainder of the Gross Settlement Amount into the Qualified Settlement Fund.

4.9. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion thereof from the Qualified Settlement Fund except as provided in this Settlement

Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

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

ARTICLE 5 - PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

5.1. <u>Disbursements from Qualified Settlement Fund prior to Settlement Effective Date</u>. Class Counsel, subject to the approval of Defendant, which approval shall not be unreasonably withheld, shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows before the Settlement Effective Date:

5.1.1. After entry of the Preliminary Approval Order, the Escrow Agent shall be directed to disburse from the Qualified Settlement Fund an amount sufficient for the payment of costs of the Settlement Notice, implementing the Plan of Allocation and otherwise administering the Settlement, not to exceed ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000). Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Qualified Settlement Fund. Neither Defendant nor Defense Counsel are responsible for the Settlement Administrator's work, nor may they be held liable for any act or omission by the Settlement Administrator. To the extent Defendant and/or its insurer pay any costs, fees, or expenses to the Settlement Administrator before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse Defendant and/or its insurer for such amounts.

5.1.2. For Taxes and Tax Expenses of the Qualified Settlement Fund as provided in Section 4.4.

5.1.3. For fees and expenses of the Independent Fiduciary, not to exceed TWENTY THOUSAND DOLLARS ($20,000.00). The Escrow Agent shall be directed to disburse money from the Qualified Settlement Fund to pay the reasonable fees and expenses of the Independent Fiduciary (which shall include any Attorneys' Fees of the Independent Fiduciary) retained pursuant to Article 2.1. To the extent Defendant and/or its insurer pay any costs, fees, or expenses to the Independent Fiduciary before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse Defendant and/or its insurer for such amounts.

5.2. Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 4.8, Class Counsel shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:

5.2.1. For Attorneys' Fees and Costs, as approved by the Court, and no earlier than thirty-five (35) calendar days following the Settlement Effective Date.

5.2.2. For Class Representatives' Case Contribution Awards, as approved by the Court, and no earlier than thirty-five (35) calendar days following the Settlement Effective Date.

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

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

5.3. <u>Plan of Allocation</u>. Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached hereto as Exhibit B. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation. After the Settlement Effective Date, and after the amounts payable pursuant to Sections 5.2.1, 5.2.2 and 5.2.3 have been disbursed, Class Counsel shall direct the Escrow Agent to disburse the Net Settlement Amount as provided by this Settlement Agreement and the Plan of Allocation. The Settlement Administrator shall be responsible for sending checks constituting each Class Member's share of the Net Settlement Amount as provided by the Plan of Allocation, as well as complying with all tax laws, rules, and regulations. The Settlement Administrator shall promptly notify Class Counsel as to the date(s) and amount(s) of said allocation(s) made to Class Members. Defendant shall have no liability related to the structure or taxability of such payments. Nothing herein shall constitute approval or disapproval of the Plan of Allocation by Defendant, and Defendant shall have no responsibility or liability for the Plan of Allocation and shall take no position for or against the Plan of Allocation.

5.4. <u>Final List of Class Members</u>. Prior to the disbursement of the Net Settlement Amount to Class Members, and 30 calendar days after the Settlement Effective Date, the Settlement Administrator shall provide to Defense Counsel a final list of Class Members, in electronic format, to whom the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Such list shall be final, and only persons on the list or their beneficiaries shall be eligible to receive any recovery from this Settlement. Nothing herein shall constitute approval or disapproval of the final list of Class Members by Defendant, and Defendant shall have no responsibility or liability for the final list of Class Members and shall take no position as to the final list of Class Members.

5.5. After the distribution of the Net Settlement Amount and allocation of the Net Settlement Amount pursuant to the Plan of Allocation, amounts allocable to Class Members who cannot be located or otherwise cannot receive their Settlement payment or did not cash their checks after 200 calendar days shall be re-issued to those same Class Members through a second mailing of the same check amounts, and those re-issued checks shall remain valid for 120 calendar days. Any funds remaining after the void date of the second distribution shall be returned to the Plan to be used for administrative expenses. No portion of the Net Settlement Amount will revert to Defendant or Defendant's insurer, except as otherwise provided herein.

ARTICLE 6 – ATTORNEYS' FEES AND EXPENSES

6.1. Application for Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards. Class Counsel intends to seek to recover their Attorneys' Fees and Costs, not to exceed one-third of the Gross Settlement Amount, to be paid from, and disbursed out of the Qualified Settlement Fund. Any such amounts shall be deducted from the Gross Settlement Amount.

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

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

6.4. Defendant will take no position with respect to Class Counsel's application for Attorneys' Fees and Expenses and Case Contribution Awards so long as consistent with the terms of the Settlement Agreement.

ARTICLE 7 – RELEASE AND COVENANT NOT TO SUE

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

Costs, and whether or not the objections or claims for distribution of Class Members have been approved or allowed.

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

7.3. Class Counsel, the Class Representatives, Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, had they been known, might have affected the decision to settle with the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, the Class Representatives, each Class Member, and the Plan shall expressly, upon the entry of the Final Approval Order, be deemed to have, and, by operation of the Final Approval Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representatives, Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.

7.4. As to the claims released in this Settlement Agreement, each Class Representative, each Class Member, and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Approval Order, the Class Members and Plan shall be conclusively deemed to, and by operation of the Final Approval Order shall settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

7.5. Also, the Class Representatives, each Class Member, and the Plan hereby stipulate and agree with respect to any and all Released Claims that, upon entry of the Final Approval Order, that the Class Representatives, each Class Member, and the Plan shall be conclusively deemed to, and by operation of the Final Approval Order shall, waive any and all provisions, rights, and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance to Section 1542 of the California Civil Code.

7.6. Dismissal With Prejudice. As of the Settlement Effective Date, the Class Action and all Released Claims shall be dismissed with prejudice.

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

ARTICLE 8 – COVENANTS

The Settling Parties covenant and agree as follows:

8.1. Taxation. Plaintiffs acknowledge that the Released Parties have no responsibility for any taxes due on funds deposited in or distributed from the Qualified Settlement Fund or that the Plaintiffs or Class Counsel receive from the Gross Settlement Amount. Plaintiffs further acknowledge that any such tax payments, and any professional, administrative, or other expenses associated with such tax payments, shall be paid out of the Qualified Settlement Fund. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.

8.2. Cooperation. Defendant shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to identify Class Members and to implement the Plan of Allocation.

8.2.1. Defendant or Defense Counsel will provide to the Settlement Administrator available data regarding Class Members (including names, the final four digits of social security numbers, dates of employment, last known primary address, and relevant Plan data (as applicable)), for purposes of effecting the administration of the Plan of Allocation. Defendant and Defense Counsel make no representations or warranties concerning the completeness or accuracy of this data.

8.2.2. The Settlement Administrator shall use the information provided by Defendant to compile a preliminary list of Class Members for purposes of sending the Class Notice and calculating payments pursuant to the Plan of Allocation.

8.2.3. The Settlement Administrator will use any information provided by Defendant or Defense Counsel solely and for no other purpose than providing notice and administering this Settlement and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.

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

ARTICLE 9 – REPRESENTATION AND WARRANTIES

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

9.1.1. That they have diligently prepared the case pursuant to the Court's orders; that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations under the auspices of the Mediator; that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Settling Party or by any Person representing any Settling Party to this Settlement Agreement. Each Settling Party assumes the risk of mistake as to facts or law. Each Settling Party further recognizes that additional evidence may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement.

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

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

ARTICLE 10 – NO ADMISSION OF LIABILITY

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

10.2. This Settlement Agreement and the payments made hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Defendant specifically denies any such liability or wrongdoing by itself or the Plan and states that it is entering into this Settlement Agreement to eliminate the burden and expense of further litigation. Further, the Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Plan, themselves, and members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation such as this Class Action. Neither the fact nor the terms of this Settlement Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Approval Order.

ARTICLE 11 – CONDITIONS TO FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 11 being satisfied. The Settling Parties agree that if any of these conditions is not satisfied, then this Settlement Agreement is terminated (subject to Defendant's right to waive the condition set forth in Section 14.14), and the Class Action will, for all purposes with respect to the Settling Parties, revert to its status as of the Settlement Agreement Execution Date.

11.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Settlement Class for settlement purposes under Fed. R. Civ. P. 23(b)(1) (and Defendant will not object to this certification for settlement purposes only), the Settlement shall have been approved by the Court, the Court shall have entered the Final Approval Order substantially in the form attached as Exhibit D hereto, and the Settlement Effective Date shall have occurred.

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

11.3. Resolution of CAFA Objections (If Any). Any objections by government officials in response to the CAFA Notice shall have been resolved. Class Representatives and Class Counsel agree to cooperate and work with Defendant and Defense Counsel to overcome such objection(s) and requested modification(s). In the event such objection(s) or requested modification(s) are not overcome, Defendant shall have the right to terminate the Settlement Agreement pursuant to Article 12.

11.4. Agency Objections (If Any). At least seven (7) calendar days before the Final Fairness Hearing, the United States Department of Labor does not file an objection to the Agreement or Settlement in any court, nor does it bring a claim against any Released Party relating to the Released Claims, nor does it notify any Released Party that it intends to file such a claim. The absence of a Department of Labor objection or related proceeding shall not be a condition precedent to final approval. In the event the Department of Labor or another party files a related action before the Final Fairness Hearing, the Settling Parties shall promptly confer and may jointly seek a continuance to address the development. Such a filing shall not automatically terminate this Settlement unless Defendant elects to withdraw within thirty (30) days after such filing.

11.5. Settlement Authorized by Independent Fiduciary. At least thirty-five (35) calendar days before the Final Fairness Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement and given a release to all of the Released Parties for and on behalf of the Plan in accordance with PTE 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Settling Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Otherwise, Defendant shall have the option (but not the obligation) to waive this condition, in which case such option is to be exercised in writing within five (5) business days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

ARTICLE 12 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

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

12.1.1. Under Section 2.1.7, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendant reasonably concludes that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39; and (b) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39; and (c) Defendant does not exercise its option to waive this condition as provided in Sections 2.1.7 and 11.5.

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

12.1.3. The Settlement Class is not certified under Fed. R. Civ. P. 23(b)(1) as defined herein or in a form which is otherwise agreed to by the Settling Parties;

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

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

12.2. If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendant and/or its insurer within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.

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

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

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

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

13.3. Defendant, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Class Action or the Settlement that disparages any Released Party. However, Defendant is free to make non-disparaging statements to its employees about the conclusion of this matter. Class Counsel may restate the allegations made in the Complaint for purposes of the motion for Preliminary Approval of the Settlement, motion for Final Approval of the Settlement, or the request for Attorneys' Fees and Costs, Administrative Expenses, and Class Representative Compensation, or as necessary to provide notice to the Settlement Class. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.

13.4. Defendant, Class Representatives, Class Counsel, and Defense Counsel agree that they will not issue any press release regarding the Settlement, affirmatively contact any media sources regarding the Settlement, or respond to any request for comment on the Settlement by the media. Nothing in this Section shall prevent Class Counsel from maintaining non-confidential information related to the Settlement on their websites, blogs, or social media accounts, or firm resumés or biographies, nor shall this Section prevent notice as otherwise agreed upon by the Settling Parties.

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

ARTICLE 14 – GENERAL PROVISIONS

14.1. The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to undertake all tasks as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.

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

14.3. Defendant and Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to Federal Rule of Evidence 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.

14.4. Defendant denies all allegations of wrongdoing and denies that certification of a class would be appropriate for any purpose other than for settlement. Defendant believes that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA, including the fiduciary duty and prohibited transaction provisions of ERISA.

14.5. Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (b) the determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any Taxes or Tax Expenses in connection with the Qualified Settlement Fund, administration of the Settlement, or tax reporting, or the filing of any returns. Further, neither Defendant nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount, or otherwise.

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

14.7. The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendant, Defense Counsel, Class Counsel, and Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement Agreement. To the extent that any portion of any Settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Neither Defendant nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to any such deductions or reporting by the Settlement Administrator. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.

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

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

14.10. This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Iowa law, without regard to conflicts of laws rules.

14.11. The Settling Parties agree that the Court has personal jurisdiction over the Settlement Class and Defendant and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—shall be filed in the U.S. District Court for the Southern District of Iowa or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.

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

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

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

14.15. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.

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

14.17. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the advantage of or disadvantage of any party to the

Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

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

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

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

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

14.18.4. References to a Person. References to a Person are also to the Person's permitted heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors and assigns, except as otherwise provided herein.

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

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

14.20. Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via e-mail:

IF TO CLASS REPRESENTATIVES:

Oren Faircloth
Siri & Glimstad LLP
745 Fifth Avenue, Suite 500
New York, NY 10151
ofaircloth@sirillp.com

Adam J. Wachal
Koley Jessen P.C., L.L.O.
One Pacific Place, Suite 800
1125 South 103rd Street
Omaha, NE 68124-1079
Adam.Wachal@koleyjessen.com

IF TO DEFENDANT:

Stephanie L. Gutwein
Faegre Drinker Biddle & Reath LLP
300 N. Meridian Street, Suite 2500
Indianapolis, IN 46204
stephanie.gutwein@faegredrinker.com

Richard Pearl
Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, IL 60606
Rick.pearl@faegredrinker.com

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

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

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

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

14.24. Destruction/Return of Confidential Information. The Settling Parties agree that the preliminary and final lists of Class Members are deemed confidential and may not be used or disclosed other than as necessary to effectuate this Settlement Agreement. The Settling Parties shall cooperate in good faith to agree on confidentiality and security protocols to protect the confidentiality of the Class Member lists.

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

[SIGNATURES FOLLOW ON FOLLOWING PAGES]

CLASS REPRESENTATIVES

DATED: Feb 27, 2026

Elizabeth Blalock (Feb 27, 2026 13:24:51 CST)

Elizabeth D. Blalock, Class Representative

DATED: Feb 27, 2026

Stacey Miller (Feb 27, 2026 14:03:51 CST)

Stacy D. Miller, Class Representative

PLAINTIFFS' COUNSEL:

DATED: 3/11/26

Oren Faircloth
Siri & Glimstad LLP
745 Fifth Avenue, Suite 500
New York, New York 10151
Telephone: 212-532-1091
Email: ofaircloth@sirillp.com

DATED: 2/16/2026

Signed by:
Katrina S Lindsey
61545BFEE66F4F8...

CASEY'S GENERAL STORES, INC.
Name: Katrina Lindsey
Title: Chief Legal Officer

DEFENDANT'S COUNSEL:

DATED: March 13, 2026

Stephanie Gutwein

Richard J. Pearl
Faegre Drinker Biddle & Reath LLP
320 S. Canal Street, Suite 3300
Chicago, IL 60606
rick.pearl@faegredrinker.com

Stephanie L. Gutwein
Faegre Drinker Biddle & Reath LLP
300 N. Meridian Street, Suite 2500
Indianapolis, IN 46204
stephanie.gutwein@faegredrinker.com

EXHIBIT A

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

If you are or were a participant in the Casey's General Stores, Inc. Employee Health Care Benefit Plan (the "Plan") and paid a tobacco surcharge from January 1, 2019, to the present you may be a part of a class action settlement.

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO OBJECT TO THE SETTLEMENT

You are not being sued.
This is not a solicitation from a lawyer.

You are receiving this notice because you may have paid a tobacco surcharge for your health insurance. The Court has approved this notice to explain your rights.

- A Settlement has been reached in a class action lawsuit against Defendant Casey's General Stores, Inc. ("Defendant" or "Casey's"). The class action lawsuit asserts claims under the Employee Retirement Income Security Act of 1974 ("ERISA") concerning a wellness program that allegedly discriminated against employees based on an impermissible health factor by failing to provide a reasonable alternative standard with respect to the Plan's tobacco surcharge policy.

- You are included as a Class Member if you are or were a participant in the Plan and paid a tobacco surcharge from January 1, 2019 to present (the "Class Period").

- Defendant has agreed to pay $5,100,000 into a settlement fund. Class Members are eligible to receive a pro rata share of the amount in the settlement fund remaining after payment of administrative expenses, any attorneys' fees and expenses that the Court awards to Plaintiffs' lawyers, and any case contribution award to Plaintiffs. The amount of each Class Member's payment will be based on the amount of the tobacco surcharge he or she paid during the Class Period and will be determined according to a Plan of Allocation in the Settlement Agreement, which will be available on the Settlement Website at www._______.com prior to the Final Approval Hearing. Payments will be made directly to Class Members by check.

- **Please read this notice carefully**. Your legal rights are affected whether you act, or don't act.

QUESTIONS? CALL [HOTLINE NUMBER] TOLL FREE, OR VISIT WWW.______.COM

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
OBJECT BY ____________, 2026	You may write to the Court and counsel if you don't like the Settlement to explain why you object or wish to make comments about the settlement. More information is provided below under section 15. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you objected to or commented about the Settlement.
ATTEND A HEARING	You may ask to speak in Court about the fairness of the Settlement at the Final Fairness Hearing. More information on when and where to attend is provided below under section 16. You should check the settlement website at www.____.com before the hearing date stated in this notice to get updated information as to the hearing date. If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.
DO NOTHING	If the Court approves the Settlement, you will get a share of the Settlement benefits to which you are entitled.

BASIC INFORMATION

1. What is this notice and why should I read it?

A court authorized this notice to let you know about a proposed settlement of a class action lawsuit called *Blalock, et al. v. Casey's General Stores, Inc.*, Case No. 4:25-cv-00113-SMR-SBJ (the "Action"). You need not live in Iowa to get a benefit under the Settlement. This notice describes the Settlement. Please read this notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this notice. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a group of people who allegedly have similar claims. After the Parties reached an agreement to settle this Action, the Court granted preliminary approval of the Settlement. Among other things, this preliminary approval permits Class Members to voice their support of or opposition to the Settlement or to comment about the settlement before the Court makes a final determination as whether to approve the Settlement. In a class action, the court resolves the issues uniformly for all Class Members.

3. What is this lawsuit about?

Plaintiffs filed a class action complaint against Casey's on behalf of a class of Plan participants alleging that Casey's violated ERISA through a wellness program that discriminated against employees based on an impermissible health factor by failing to provide a reasonable alternative standard with respect to the Plan's tobacco surcharge policy. A complete description of Plaintiffs' allegations is in the Amended Complaint and is available on the Settlement Website at www._____.com.

Casey's has denied and continues to deny Plaintiffs' claims and allegations in their entirety, denies that it is liable at all to the Plaintiffs or the Class Members, and denies that the Plaintiffs, Class Members, or the Plan have suffered any harm or damage. Casey's denies all allegations of wrongdoing and asserts that its conduct was lawful. Casey's is settling the Action solely to avoid the expense, inconvenience, and inherent risk and disruption of litigation.

4. Why is there a Settlement?

The Court has not decided in favor of either side in this Action. Instead, both sides agreed to a settlement. That way, both sides avoid the cost and risk of a trial. The affected current and former Plan participants will get substantial benefits that they would not have received if Plaintiffs had litigated the case and lost. The Plaintiffs and their attorneys believe the Settlement is in the best interests of the Class Members and the Plan.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am a Class Member and included in the Settlement?

The Court decided that everyone who fits this description is a **Class Member**:

> All individuals residing in the U.S. who paid a tobacco surcharge in connection with their participation in the Plan from January 1, 2019, to present.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has agreed to pay $5,100,000 into a Settlement Fund, which will be used to pay expenses associated with administering the Settlement, an independent fiduciary's review of the settlement, attorneys' fees and costs (not to exceed $1,699,999), and case contribution awards to Plaintiffs of $7,500 each (all of which must be approved by the Court), and benefits to Class Members. (See Questions No. 9-10.).

The Net Settlement Amount will be distributed to Class Members in proportion to the total tobacco surcharges each paid during the Class Period (from January 1, 2019, through the date of Preliminary Approval), less any refunds of such surcharges during that period. These adjusted amounts are referred to as each Class Member's "Net Surcharge Payments." This ensures that each Class Member's recovery corresponds directly to the amount of tobacco surcharges actually paid during the Class Period.

The amount of each Class Member's payment will be determined according to a Plan of Allocation set forth in the Settlement Agreement, which will be available on the Settlement Website at www.____.com prior to the Final Approval Hearing. The Plan of Allocation takes into account the total amount of any tobacco surcharges that you paid as a Plan participant.

Each Class Member will receive payment under the Settlement directly in the form of a check.

HOW TO GET BENEFITS

7. How do I get benefits?

You do not have to submit claim forms in order to receive settlement benefits. The benefits of the Settlement will be distributed automatically once the Court approves the Settlement. (See Question No. 6.) Checks will be mailed automatically to the last known address of each Class Member after the Settlement becomes final.

Each **check will be valid for 200 days** from the date of issue. If a check is not cashed within 200 days, the Settlement Administrator will handle any remaining funds in accordance with the Court-approved Plan of Allocation.

8. When will I get my payment?

The hearing to consider the final fairness of the Settlement is scheduled for ________________, 2026.

Class Members will receive their payment under the Settlement in the form of a check in due course once the Settlement has received final approval and/or after any appeals have been resolved in favor of the Settlement.

These payments may have certain tax consequences; you should consult your tax advisor. Class Counsel cannot provide tax advice concerning the settlement.

THE LAWYERS REPRESENTING YOU

9. Who represents the Class Members?

The Court has appointed lawyers from the law firm of Siri & Glimstad LLP. If you want to be represented by your own lawyer, you may hire one at your own expense. In addition, the Court appointed Elizabeth D. Blalock and Stacy D. Miller to serve as the Class Representatives. They are also Class Members.

Subject to approval by the Court, Class Counsel has proposed that up to $15,000 total may be paid to the Class Representatives in recognition of the time and effort they expended on behalf of the Class Members. The Court will determine the proper amount of any such award. The Court may award less than the requested amount.

10. How will the lawyers be paid?

From the beginning of the case, which was filed in March 2025, to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining the settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of attorneys' fees and expenses not to exceed 33.33% of the $5,100,000 monetary value of the settlement (maximum $1,699,999). The Court will determine the proper amount of any attorneys' fees and expenses to award Class Counsel.

Any attorneys' fees and expenses awarded by the Court will be paid to Class Counsel from the Settlement Fund.

YOUR RIGHTS AND OPTIONS

11. What is the effect of final approval of the Settlement?

If the Court grants final approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Once the appeal period expires or any appeal is resolved, payments under the Settlement will then be processed and distributed, and the release by Class Members will also take effect. All Class Members included in the Settlement will release and forever discharge Defendant from any and all Released Claims (as defined in the Settlement Agreement). Please refer to Sections 1.31 and 1.32 of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the settlement.

No Class Member will be permitted to continue to assert Released Claims in any other litigation against Defendant or the other persons and entities covered by the Release. If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 2 of this Notice.) If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached.

If the Settlement is not approved and the case resumes, there is no assurance that Class Members will recover more than is provided for under the Settlement, or anything at all.

12. What happens if I do nothing at all?

If you do nothing, you will release any claims you may have against Defendant and the Released Parties concerning the conduct Plaintiffs allege in their complaint and the management and administration of the Plan. (See Question No. 14.) You will also receive a payment as described in Question No. 8.

13. How do I get out of the Settlement?

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement or your comments as to the Settlement. (See Question No. 15.) If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Class.

14. Can I sue Defendant for the same claims later?

No. If the Court approves the Settlement, you will have given up any right to sue Defendant for all Released Claims covered by this Settlement.

15. How do I object to the Settlement?

You can object to and/or comment about the Settlement if you don't like any part of it. You can do that in one of two ways: (1) by showing up at the Final Fairness Hearing—the date and location of the Final Fairness Hearing is available at www.____.com; or (2) stating an objection in writing where no appearance may be necessary.

If you object in writing, it should clearly identify the case name and number (*i.e.*, *Blalock, et al. v. Casey's General Stores, Inc*., Case No. 4:25-cv-00113-SMR-SBJ), and include the following information: (1) your full name, current address, and current telephone number, and, if represented by counsel, your counsel's name and contact information; (2) whether the objection/comment applies only to the objecting Class Member or to the entire Class; (3) a statement of the position(s) the objector wishes to assert; (4) copies of any other documents that the objector/commentor wishes to submit in support of their position; and (5) a list of any other objections to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years.

The Court will consider your views. Your objection to the Settlement must be postmarked no later than ________________, 2026, and must be sent to the Court and the attorneys for the Parties at the addresses below:

Clerk of the Court	**Class Counsel**	**Defendant's Counsel**
United States District Court, Southern District of Iowa Federal Courthouse 111 Locust St. Des Moines, Iowa 50309	Oren Faircloth Siri & Glimstad LLP 745 Fifth Avenue, Suite 500 New York, New York 10151 Telephone: 212-532-1091 ofaircloth@sirillp.com	Richard Pearl Faegre Drinker Biddle & Reath LLP 320 S. Canal Street, Suite 3300 Chicago, IL 60606 Rick.pearl@faegredrinker.com Stephanie L. Gutwein Faegre Drinker Biddle & Reath LLP 300 N. Meridian Street, Suite 2500 Indianapolis, IN 46204 stephanie.gutwein@faegredrinker.com

THE COURT'S FAIRNESS HEARING

16. When and where will the Court hold a hearing on the fairness of the Settlement?

Class Counsel will file with the Court their request for attorneys' fees at least twenty-eight (28) days prior to ____________, 2026. The Fairness Hearing has been set for ___________, 2026, at ___________. The hearing will be conducted in person before The Honorable Stephanie M. Rose, United States District Judge for the Southern District of Iowa, 111 Locust Street, Des Moines, Iowa, 50309. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for attorneys' fees and expenses and the incentive award to Plaintiffs as the Class Representatives. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. (See Question No. 17.)

Note: The date, time, and location of the Fairness Hearing are subject to change by Court Order, but any changes will be posted on the Settlement Website at www.____.com.

17. Do I have to come to the Fairness Hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to come at your own expense. If you send an objection and/or comment, you don't have to come to Court to talk about it as long as any written objection and/or comment you choose to make is filed and mailed on time and meets the other criteria described in the Settlement Agreement, the Court will consider it. You may also pay another lawyer to attend, but you don't have to.

18. Where can I get additional information?

This notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information on the Settlement Website at www.____.com. You can also get more information by writing to the Settlement Administrator at [SETTLEMENT ADMINISTRATOR CONTACT INFORMATION]. The Agreement and all other pleadings and papers filed in the case are available for inspection and copying during regular business hours at the office of the Clerk of the Southern District of Iowa located at Office of the Clerk, United States District Court for the Southern District of Iowa, 111 Locust Street, Des Moines, Iowa, 50309. If you would like additional information, you can also call [SETTLEMENT ADMINISTRATOR HOTLINE NUMBER].

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR DEFENDANT WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT B

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACY D. MILLER, on behalf of herself and all others similarly situated, Plaintiff, vs. CASEY'S GENERAL STORES, INC. Defendant.	**Civil Action No.: 4:25-cv-00113-SMR-SBJ**

PLAN OF ALLOCATION FOR CLASS SETTLEMENT

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. Per Article 2 of the Settlement Agreement and its subparts, Defendant shall provide the Settlement Administrator with the data reasonably necessary and available to determine the amount of the Net Settlement Amount to be distributed to each Class Member in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation is the total amount each Class Member paid in tobacco surcharges from January 1, 2019, through and including December 31, 2025, less any refunds applied to tobacco surcharge payments during that period ("Net Surcharge Payments").

C. The Net Settlement Amount will be allocated as follows:

1. Calculate the Net Surcharge Payment by each Class Member based on the data as of the dates above. This amount shall be that Class Member's "Balance."

2. Sum the Balance for all Class Members.

3. Allocate each Class Member a share of the Net Settlement Amount in proportion to the sum of that Class Member's Balance as compared to the sum of the Balance for all Class Members, i.e. where the numerator is the Class Member's Balance and the denominator is the sum of all Class Members' Balances. The amounts resulting from this initial calculation will be known as the "Entitlement Amount."

D. Class Members shall be paid directly by the Settlement Administrator by check. Checks issued to Class Members pursuant to this paragraph shall be valid for 200 days from the date of issue. Any checks that remain uncashed after the 200-day period shall be reissued in a second distribution to those same Class Members, and the reissued checks shall remain valid for 120 days, before any remaining funds are handled in accordance with the terms of the Settlement Agreement.

E. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Entitlement Amount, less any required tax withholdings or penalties, to each Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Net Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

F. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Net Settlement Amount.

G. No sooner than twenty (20) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the

Qualified Settlement Fund shall be paid to the Plan's appropriate expense account to be used for administrative expenses.

H. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice or tax events given to or as to any Class Members.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.

EXHIBIT C

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACY D. MILLER, on behalf of herself and all others similarly situated, Plaintiff, vs. CASEY'S GENERAL STORES, INC. Defendant.	**Civil Action No.: 4:25-cv-00113-SMR-SBJ**

PRELIMINARY APPROVAL ORDER

(1) CONFIRMING PRELIMINARY CERTIFICATION OF THE SETTLEMENT CLASS;

(2) GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT;

(3) APPOINTING A SETTLEMENT ADMINISTRATOR;

(4) ENJOINING CLASS MEMBERS FROM PURSUING ANY CLAIMS THAT ARISE OUT OF OR RELATE IN ANY WAY TO THE RELEASED CLAIMS PENDING FINAL APPROVAL OF THE SETTLEMENT;

(5) DIRECTING NOTICE TO CLASS MEMBERS AND APPROVING THE FORM AND MANNER OF NOTICE;

(6) APPROVING THE PLAN OF ALLOCATION;

(7) SCHEDULING A FAIRNESS HEARING; AND

(8) SCHEDULING A HEARING ON CLASS COUNSEL'S FEE AND EXPENSE APPLICATION AND PLAINTIFFS' REQUEST FOR CASE CONTRIBUTION AWARDS.

The Court, having received and considered the Unopposed Motion for a Preliminary Approval Order (the "Motion") of Plaintiffs and Class Representatives Elizabeth Blalock and Stacy Miller (together, "Plaintiffs" or "Class Representatives") in *Blalock, et al. v. Casey's General Stores, Inc*., Case No. 4:25-cv-00113-SMR-SBJ, and the papers filed in support of the Motion, including the Class Action Settlement Agreement entered into as of [SETTLEMENT AGREEMENT EXECUTION DATE] and all exhibits thereto (the "Agreement"), and the declarations of counsel, having further considered the arguments of counsel and the pleadings and record in this case, and finding good cause for granting the Motion,

HEREBY ORDERS AS FOLLOWS:

1. Capitalized terms not defined in this Order shall have the meaning ascribed to them in Article 1 of the Settlement Agreement and throughout the Settlement Agreement.

2. This Court has jurisdiction to consider the Motion and the relief requested therein under 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).

3. Venue before the Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

4. The Court finds, on a preliminary basis and for the purposes of settlement only, that the requirements for certification under Rule 23(a) and Rule 23(b)(1) are satisfied:

a) The Settlement Class meets the numerosity requirement of Rule 23(a)(1), as it consists of approximately X,XXX class members.

b) The Class Representatives have asserted claims that have at least one common question of law or fact to the Settlement Class and relate to the management of the Plan as a whole.

c) The Class Representatives are current and former participants in the Plan and are typical of other Class Members.

d) The Class Representatives have no conflicts with other Class Members, are adequate to represent the Settlement Class, and have retained experienced and qualified counsel to represent the Settlement Class as Class Counsel.

5. For the purposes of settlement only, class certification is appropriate under Rule 23(b)(1) because the Class Representatives assert claims on behalf of the Plan as a whole, and prosecution of separate actions by individual class members would create a risk of inconsistent or varying adjudications with respect to individual class members that would establish incompatible standards of conduct for Defendant and would be dispositive of the interests of other class members as a practical matter or would substantially impair or impede their ability to protect their interests.

a) The Court appoints Siri & Glimstad LLP as Class Counsel, and appoints Elizabeth Blalock and Stacy Miller, the Named Plaintiffs, as the Class Representatives.

b) The non-opt out Settlement Class will be preliminarily certified for settlement purposes only, under the terms of the Settlement Agreement. The Settlement Class is defined as: All individuals residing in the United States who paid a tobacco surcharge in connection with their participation in the Plan from January 1, 2019, through and including December 31, 2025 (the "Class Period").

c) If the Court does not issue the Final Approval Order and Judgment, then the certification will be vacated, and Defendant shall not be deemed to have admitted the propriety of Class certification on any basis or under any statute or rule, including under any provision of Federal Rule of Civil Procedure 23.

d) The terms set forth in the Settlement Agreement are preliminarily approved, subject to further consideration at the hearing the Court will hold pursuant to Federal Rule of Civil Procedure 23(e) to determine whether the Settlement should receive final approval by the Court, as provided for below (the "Fairness Hearing"). The Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Agreement, the scheduling of the Final Fairness Hearing, and the issuance of Notice to Class Members, each as provided for in this Order.

6. The Court approves the retention by Class Counsel of [SETTLEMENT ADMINISTRATOR] as the Settlement Administrator.

7. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiffs, all Class Members, and the Plan are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, individually, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, arbitration forum, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action (including but not limited to actions pending as of the date of this Order), that arises out of or relates in any way to the Released Claims.

8. The Court approves the Notice to Class Members in substantially the form attached as Exhibit A to the Agreement. The Court approves the form and content of the Notice and finds that the proposed Settlement Notice fairly and adequately:

a. Summarizes the claims that are asserted;

b. Identifies the Settlement Class;

c. Describes the terms and effect of the Settlement Agreement, including the benefits of the Settlement and the class release;

d. Notifies the Settlement Class that Class Counsel will seek compensation from the Gross Settlement Amount for Administrative Expenses, Attorneys' Fees and Expenses, and Case Contribution Fees;

e. Describes how the recipients of the Class Notice may object to the Settlement, or any requested Administrative Expenses, Attorneys' Fees and Expenses, or Case Contribution Fees; and

f. Gives notice to the Settlement Class of the time and place of the Fairness Hearing, and Class Members' right to appear.

9. The Court finds that the Plan of Allocation proposed by Plaintiffs and Class Counsel for allocating the Settlement Amount to Class Members, as described in **Exhibit B** to the Agreement, is likely to receive final approval and that the agreement is within the range of reasonableness to warrant preliminary approval.

Manner of Giving Notice

10. Defendant shall provide to the Settlement Administrator, within twenty-one (21) calendar days of the entry of this Preliminary Approval Order, the Class Member List, as defined in the Settlement Agreement in Section 2.4.2, sufficient to implement the Plan of Allocation, and distribute the Net Settlement Amount on the terms provided for in the Agreement. The Class Member List provided to the Settlement Administrator pursuant to this Order shall be used solely for the purpose of providing Notice of this Settlement and distribution of the Settlement Fund, and for no other purpose.

11. Within ten (10) calendar days of receipt of the Class Member List, the Settlement Administrator shall cause the Notice to be sent to each Class Member by first class mail.

12. The same date the Notice is initially mailed, the Settlement Administrator shall establish a website containing the Notice, the Agreement and its exhibits, this Order, the Second Amended Complaint, and the Motions for Preliminary Approval and Final Approval (when filed); the Motion for Attorneys' Fees and Expenses (when filed); any approval order or other Court orders related to the Settlement, any amendments or revisions to these documents, and any

other documents or information mutually agreed upon by the Parties, as well as the date, time, and instructions to attend the Fairness Hearing (and any changes thereto).

13. The same date the Notice is initially mailed, the Settlement Administrator shall establish a toll-free telephone number to which Class Members can direct questions about the Settlement.

14. The Court finds that the Notice to be provided as set forth in this Order is the best means of providing notice to the Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Fairness Hearing to all persons affected by or entitled to participate in the Settlement or the Final Fairness Hearing, in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

15. All reasonable costs incurred by the Settlement Administrator for providing the Notice as well as for administering the Settlement shall be paid as set forth in the Agreement.

Fairness Hearing

16. The Court will hold the Final Fairness Hearing on ______________________________, at ________, in the United States District Court for the Southern District of Iowa, located at United States Courthouse, 111 Locust Street, Des Moines, Iowa, 50309, in person before the Honorable Stephanie M. Rose, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, adequate, and in the best interests of the Class and should be finally approved by the Court; (b) to determine whether Class Counsel's fee and expense application is reasonable and should be approved; (c) to determine whether Plaintiffs' request for Case Contribution Awards is reasonable and should be approved; (d) to determine whether a Final Approval Order and Judgment substantially in the form attached as Exhibit D to the Agreement should be entered; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Fairness Hearing shall be given to Class Members as set forth in Paragraphs 11 and 13 of this Order.

17. The Court may adjourn the Final Fairness Hearing and approve the Settlement with such modification as the Parties may agree to, if appropriate, without further notice to the Class.

18. Not later than forty-five (45) calendar days before the Final Fairness Hearing, Class Counsel shall submit their papers in support of final approval of the Settlement Agreement and in support of Class Counsel's Fees and Costs application and approval of Case Contribution Awards.

19. Not later than thirty-five (35) calendar days before the Final Fairness Hearing, the Settlement Administrator shall submit its declaration affirming that the notice process has been completed pursuant to the Settlement Agreement, and such declaration may be attached to Plaintiff's motion for final approval.

Objections to the Settlement

20. Class Members can request the Court to deny approval of the Settlement and/or Class Counsel's motion for Attorneys' Fees and Costs or the Case Contribution Awards to be requested for the Class Representatives by filing an objection or making an appearance at the Fairness Hearing and stating the objection. The Court will consider written comments and objections to the Settlement, to the proposed motion for Attorneys' Fees and Costs, and to Plaintiffs' request for Case Contribution Awards. No appearance is necessary at the Final Fairness Hearing if the objection is submitted in writing. If the objection is submitted in writing, it should (a) clearly identify the case name and number (i.e. *Blalock, et al. v. Casey's General Stores, Inc*., Case No. 4:25-cv-00113-SMR-SBJ), (b) be submitted to the Court either by mailing it to the Clerk of the Southern District of Iowa located at Office of the Clerk, United States District Court for the Southern District of Iowa, United States Courthouse, 111 Locust Street, Des Moines, Iowa, 50309, or by filing it in person at any location of the United States District Court for the Southern District of Iowa, and (c) be filed or postmarked on or before ____________ [actual date to be 28 days before Final Fairness Hearing]. The objection should include the following information: (1) the objecting Class Member's full name, current address, and current telephone

number, and, if represented by counsel, his/her/its counsel's name and contact information; (2) whether the objection applies only to the objecting Class Member, to a specific subset of the Class, or to the entire Class; (3) a statement of the position(s) the objector wishes to assert; (4) copies of any other documents that the objector wishes to submit in support of his/her/its position; and (5) a list of any other objections to any class action settlements submitted in any court, whether state, federal, or otherwise, in the United States in the previous five (5) years.

21. Any Class Member who files and serves a written comment or objection may also appear at the Final Fairness Hearing either in person or through qualified counsel retained at their own expense. Any comment or objection that is timely filed or postmarked will be considered by the Court even in the absence of a personal appearance by the Class Member or that Class Member's counsel.

22. The Parties may file written responses to any objections not later than five (5) business days before the Final Fairness Hearing or submit an oral response at the Final Fairness Hearing.

Termination of Settlement

23. This Order shall become null and void, ab initio, and shall be without prejudice to the rights of the Parties, all of whom shall be deemed to have reverted to their respective status in the Action as of [DATE THE SETTLEMENT AGREEMENT WAS FULLY EXECUTED] (for Plaintiffs and Defendant), if the Settlement is terminated in accordance with the terms of the Settlement Agreement.

Use of Order

24. This Order is not admissible as evidence for any purpose against the Defendant or the Released Parties in any pending or future litigation. This Order: (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against any of the Defendant or the Released Parties of wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except

in an action or proceeding to enforce the Settlement Agreement, whether affirmatively or defensively; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiffs, the Plan, or the Class Members that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; and (e) shall not be construed or used as an admission, concession, declaration, or waiver by any party of any arguments, defenses, or claims he, she, or it may have in the event that the Agreement is terminated. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only.

Jurisdiction

25. The Court may adjourn or continue the Fairness Hearing without further direct notice to the Class Members other than by notice to Class Counsel and retains jurisdiction to consider all further applications or matters arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

IT IS SO ORDERED.

Dated:

HON. STEPHANIE M. ROSE
UNITED STATES DISTRICT JUDGE

EXHIBIT D

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF IOWA

ELIZABETH D. BLALOCK and STACY D. MILLER, on behalf of herself and all others similarly situated, Plaintiff, vs. CASEY'S GENERAL STORES, INC. Defendant.	**Civil Action No.: 4:25-cv-00113-SMR-SBJ**

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

WHEREAS, Plaintiffs and Class Representatives Elizabeth Blalock and Stacy Miller (together, "Plaintiffs" or "Class Representatives") in the action *Blalock, et al. v. Casey's General Stores, Inc*., Case No. 4:25-cv-00113-SMR-SBJ, on behalf of themselves and the Class, on the one hand, and Casey's General Store, Inc. ("Casey's" or "Defendant"), on the other hand, have entered into a Settlement Agreement and Release dated [EFFECTIVE DATE OF SETTLEMENT AGREEMENT] (the "Agreement" or "Settlement Agreement"), which provides for a complete dismissal with prejudice of all claims asserted in the Action against Defendant by the Class on the terms and conditions set forth in the Agreement, subject to the approval of this Court (the "Settlement");

WHEREAS, the capitalized terms not defined in this Final Approval Order and Judgment shall have the same meaning ascribed to them in Article 1 of the Agreement and throughout the Agreement;

WHEREAS, by Order dated ______, 2026 (the "Preliminary Approval Order"), this Court (1) preliminarily certified the Class for settlement purposes only; (2) preliminarily approved the Settlement; (3) appointed a Settlement Administrator; (4) directed notice be given to the Class and approved the form and manner of Notice; (5) approved the Plan of Allocation; and (6) scheduled a Fairness Hearing;

WHEREAS, the Court conducted a hearing on _______, 2026 (the "Fairness Hearing"), to consider, among other things: (1) whether the Class should be certified for settlement purposes only; (2) whether the proposed Settlement on the terms and conditions provided for in the Agreement is fair, reasonable, adequate, and in the best interests of the Class and should be finally approved by the Court; (3) whether Class Counsel's Fees and Costs Application is reasonable and should be approved; (4) whether Plaintiffs' requests for Case Contribution Awards are reasonable and should be approved; and (5) whether this Final Approval Order and Judgment should be entered dismissing with prejudice all claims asserted in the Action against Defendant; and;

WHEREAS, the Court having reviewed and considered the Agreement, all papers filed and proceedings held herein in the Action in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

1. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the parties and each of the Class Members.

2. **Incorporation of Settlement Documents**: This Final Approval Order and Judgment incorporates and makes a part hereof: (a) the Agreement filed with the Court on [DATE], including the exhibits submitted therewith; and (b) the Notice approved by the Court on ___, 2026.

3. **Class Certification**: The Court has held that the non-opt out Class should be certified under Federal Rule of Civil Procedure 23(a) and 23(b)(1), under the terms of the Agreement. The Court confirms that the class preliminarily certified under Fed. R. Civ. P. 23(b)(1) is appropriate for the reasons set forth in its Preliminary Approval Order, and hereby finally certifies the following non-opt-out class:

> All individuals residing in the United States who paid a tobacco surcharge in connection with their participation in the Plan from January 1, 2019, through and including December 31, 2025.

4. **Notice**: The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice reasonably practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise all Class Members of the pendency of the Action, of the effect of

the Settlement (including the releases provided for therein), of their right to object to the Settlement and appear at the Fairness Hearing, of Class Counsel's Motion for Attorneys' Fee and Costs, and of the Class Representatives' request for Case Contribution Awards; (d) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution including the Due Process Clause, and all other applicable law and rules.

5. **Objections**: The Court finds that there were no objections submitted to the Settlement Agreement, to the Administration Expenses, to the Motion for Attorneys' Fees and Costs, and the Class Representatives' request for Case Contribution Awards.

6. **Final Settlement Approval**: Pursuant to Fed. R. Civ. P. 23(e), the Court hereby approves the Settlement and the terms therein as a fair, reasonable, and adequate settlement and compromise of the claims asserted in the Class Action. The Court finds that the Settlement is fair, reasonable, and adequate to the Plan and Class Members based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

a. The Settlement resulted from arm's-length negotiations by experienced and competent counsel overseen by a neutral mediator;

b. The Settlement was negotiated only after Class Counsel had conducted a pre-settlement investigation and received pertinent information and documents from Defendant in discovery;

c. Class Counsel and Plaintiffs were well-positioned to evaluate the value of the Action;

d. If the Settlement had not been achieved, Plaintiffs and the Class Members faced significant expense, risk, and uncertainty in connection with the litigation, which likely would have been prolonged;

e. The amount of the Settlement is fair, reasonable, and adequate in light of the claims that were asserted, the risks of litigation, and settlements in other similar cases, and the Plan of Allocation is also fair, reasonable, and appropriate;

f. The Class Representatives and Class Counsel support the Settlement, and have concluded that the Agreement is fair, reasonable, and adequate;

g. Class Members had the opportunity to be heard on all issues relating to the Settlement and the requested Administrative Expenses, Attorneys' Fees and Costs, and Class Representatives' Case Contribution Awards by submitting objections to the Settlement Agreement to the Court. There were no objections to the Settlement.

h. The Settlement also was reviewed by an Independent Fiduciary, who has approved and authorized the Settlement.

7. The Motion for Final Approval of the Settlement Agreement is hereby GRANTED, the Settlement of the Class Action is APPROVED as fair, reasonable, and adequate to the Plan and the Settlement Class, and the Parties are hereby directed to take the necessary steps to effectuate the terms of the Agreement.

8. Plaintiffs' Motion for Attorneys' Fees and Costs, and Class Representatives' Case Contribution Awards, is hereby approved.

9. Pursuant to, and in accordance with, Rule 23 of the Federal Rules of Civil Procedure, this Court fully and finally approves the Settlement set forth in the Agreement in all respects including, without limitation, the terms of the Settlement; the releases provided for therein; and the dismissal with prejudice of the claims asserted in the Action, and finds that the Settlement is, in all respects, fair, reasonable, and adequate, and is in the best interests of Plaintiffs, the Class, and the Plan. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions of the Agreement.

10. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member pursuant to the Plan of Allocation.

11. Within thirty-one (31) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation, the Settlement Administrator shall prepare and provide to Defense Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

12. **Dismissal of Claims**: As of the Settlement Effective Date, pursuant to Fed. R. Civ. P. 54(b), all of the Claims against Defendant are dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Agreement.

13. **Binding Effect**: The terms of the Agreement and of this Final Approval Order and Judgment shall be forever binding on Defendant, Plaintiffs, and all Class Members, as well as their respective current and former beneficiaries, heirs, descendants, dependents, marital communities, administrators, executors, representatives, predecessors, successors, and assigns, and as described under the Agreement.

14. **CAFA**: Pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, et seq., a separate notice of the Settlement ("CAFA Notice") was provided to the Attorneys General for each of the states in which a Class Member resides, the Attorney General of the United States, and the United States Secretary of Labor. All requirements of the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1711, et seq., have been met, and Defendant has fulfilled its obligations under CAFA.

15. **Releases**: The releases of the Released Claims, as set forth in the Agreement (the "Releases"), are expressly incorporated herein in all respects. The Releases are effective as of the date of the entry of this Final Approval Order and Judgment.

16. **No Admissions**: This Final Approval Order and Judgment, the Preliminary Approval Order, the Agreement, including the exhibits thereto and the Plan of Allocation

contained therein (or any other plan of allocation that may be agreed-upon by the Parties or approved by the Court) and any other supporting papers, and any related negotiations or proceedings: (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against the Defendant or Released Parties of wrongdoing or liability in the Action or any other proceeding; (b) are not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Agreement, whether affirmatively or defensively; (d) shall not be construed or used as an admission, concession, or declaration by or against Plaintiffs, the Plan, or the Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; and (e) shall not be construed or used as an admission, concession, declaration, or waiver by any Party of any arguments, defenses, or claims he, she, or it may have in the event that the Agreement is terminated. This Final Approval Order and the Agreement and any proceedings taken pursuant to the Agreement are for settlement purposes only.

17. **Retention of Jurisdiction**: Without affecting the finality of this Final Approval Order and Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) Class Counsel's Fee and Expense Application and the Class Representatives' request for Case Contribution Awards; and (d) the Class Members for all matters relating to the Action.

18. **Modification of the Agreement**: Without further approval from the Court, Plaintiffs and Defendant are authorized to agree to and adopt such amendments or modifications of the Agreement or any exhibits attached thereto to effectuate this Settlement that: (a) are not materially inconsistent with this Final Approval Order and Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement.

19. **Termination**: If the Settlement does not go into effect or is terminated as provided for in the Agreement, then this Final Approval Order and Judgment (and any orders of the Court

relating to the Settlement) shall be vacated, rendered null and void, and be of no further force or effect, except as otherwise provided by the Agreement.

20. **Entry of Final Judgment**: There is no just reason to delay entry of this Final Approval Order and Judgment as a final judgment with respect to the claims asserted in the Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this Final Approval Order and Judgment pursuant to Fed. R. Civ. P. 54(b).

IT IS SO ORDERED.

Dated:

HON. STEPHANIE M. ROSE
UNITED STATES DISTRICT JUDGE