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. Disbursements from Qualified Settlement Fund prior to Settlement Effective Date. 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. Plan of Allocation. 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. Final List of Class Members. 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 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.

- **<u>Please read this notice carefully</u>**. 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 <u>NOT</u> 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.