

EXHIBIT 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

OKLAHOMA FIREFIGHTERS PENSION
AND RETIREMENT SYSTEM, Individually
and on Behalf of All Others Similarly
Situated,

Plaintiff,

v.

DEUTSCHE BANK
AKTIENGESELLSCHAFT (F/K/A
DEUTSCHE BANK AG); DEUTSCHE
BANK SECURITIES INC.; CITIGROUP
GLOBAL MARKETS LIMITED;
CITIGROUP GLOBAL MARKETS INC.;
RBC EUROPE LIMITED; RBC CAPITAL
MARKETS LLC; HSBC BANK PLC; HSBC
SECURITIES (USA) INC.; MORGAN
STANLEY & CO. INTERNATIONAL PLC;
and MORGAN STANLEY & CO. LLC,

Defendants.

Case No. 1:23-cv-05095 (JGK)

The Honorable John G. Koeltl

**AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT WITH
CITIGROUP GLOBAL MARKETS LIMITED, CITIGROUP GLOBAL MARKETS
INC., HSBC BANK PLC, HSBC SECURITIES (USA) INC., RBC EUROPE LIMITED,
RBC CAPITAL MARKETS, LLC, MORGAN STANLEY & CO. INTERNATIONAL
PLC, AND MORGAN STANLEY & CO. LLC**

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THIS AMENDED STIPULATION AND AGREEMENT OF SETTLEMENT is made and entered into by and between plaintiff Oklahoma Firefighters Pension & Retirement System (“Plaintiff”), on behalf of itself and on behalf of the other members of the Settlement Class,¹ and defendants Citigroup Global Markets Limited, Citigroup Global Markets Inc., HSBC Bank plc, HSBC Securities (USA) Inc., RBC Europe Limited, RBC Capital Markets, LLC, Morgan Stanley & Co. International plc, and Morgan Stanley & Co. LLC (collectively, “Settling Defendants,” and together with Plaintiff, the “Parties”) and embodies the terms and conditions of the settlement of the above-captioned Action. Subject to the approval of the Court and the terms and conditions expressly provided herein, this Amended Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, discharge, and dismiss with prejudice the Action and all Released Claims against Settling Defendants and the other Released Defendant Persons.

WHEREAS, Plaintiff is prosecuting claims in the Action against Settling Defendants and defendants Deutsche Bank Aktiengesellschaft (f/k/a Deutsche Bank AG) and Deutsche Bank Securities Inc. (collectively, “Deutsche Bank,” and together with Settling Defendants, “Defendants”) on its own behalf and on behalf of a proposed class;

WHEREAS, on June 16, 2023, Plaintiff, on behalf of itself and as representative of the proposed class, filed its complaint against the Defendants alleging that it was injured as a result of Defendants’ alleged participation in an unlawful conspiracy to fix, raise, maintain, stabilize, or otherwise manipulate the price of British pound sterling-denominated United Kingdom (“UK”) government bonds (“Gilt Bonds” or “Gilts”) sold and purchased throughout the United States from

¹ All capitalized words and terms that are not otherwise defined in text have the meaning ascribed to them below in the section entitled “Definitions.”

at least as early as January 1, 2009, through at least December 31, 2013, in violation of Section 1 of the Sherman Act (15 U.S.C. §1);

WHEREAS, Plaintiff has contended that it and the proposed class are entitled to actual damages, treble damages, attorneys' fees, and injunctive relief for loss or damage, as a result of violations of the laws as alleged in the Action, arising from Defendants' alleged conduct;

WHEREAS, on September 13, 2024, the Court dismissed Plaintiff's complaint in the Action with leave to replead;

WHEREAS, on September 27, 2024, the Court denied Plaintiff's request for expedited discovery to use in connection with an amended complaint;

WHEREAS, on October 31, 2024, Settling Defendants and Plaintiff executed a stipulation and agreement of settlement to resolve the Action against Settling Defendants;

WHEREAS, on October 31, 2024, Plaintiff submitted the proposed stipulation and agreement of settlement to the Court for preliminary approval;

WHEREAS, on January 8, 2025, the Court held a conference concerning the proposed stipulation and agreement of settlement;

WHEREAS, following the January 8 conference, Settling Defendants and Plaintiff resolved to amend the prior stipulation and agreement of settlement via this Amended Stipulation;

WHEREAS, Settling Defendants deny Plaintiff's allegations, deny any and all purported wrongdoing in connection with the facts and claims that have been or could have been alleged against them in the Action, and assert that they have a number of valid defenses to Plaintiff's claims;

WHEREAS, counsel for the Parties have engaged in arm's-length negotiations on the terms of this Settlement, and this Amended Stipulation embodies all of the terms and conditions of the Settlement between the Parties;

WHEREAS, Plaintiff, through its counsel, investigated the facts and law regarding the Action, and has concluded that resolving the claims against Settling Defendants, according to the terms set forth below, is in the best interests of Plaintiff and the Settlement Class in part because of the value of the cooperation that Settling Defendants have agreed to provide pursuant to this Amended Stipulation;

WHEREAS, Settling Defendants, despite their beliefs that they are not liable for the claims asserted by Plaintiff and their beliefs that they have good defenses thereto, have nevertheless agreed to enter into this Settlement to avoid further expense, inconvenience, and the distraction of burdensome and protracted litigation, and to obtain the release, order, and judgment contemplated by this Amended Stipulation, and to put to rest with finality all claims that have been or could be asserted against Settling Defendants, as more particularly set out below;

WHEREAS, the Parties wish to preserve all arguments, defenses, and responses to all claims in the Action, including any arguments, defenses, and responses to any proposed litigation class proposed by Plaintiff in the event this Settlement does not obtain the Court's approval; and

WHEREAS, the Parties have had a full opportunity to examine the facts and circumstances surrounding their respective decisions to accept the terms of this Amended Stipulation and have not relied on any representations (or the lack thereof) made by any other Party concerning the facts and circumstances leading to this Amended Stipulation.

NOW, THEREFORE, in consideration of the foregoing, the terms and conditions set forth below, and other good and valuable consideration, it is hereby stipulated and agreed, by and among

the Parties, that the claims of the Plaintiff and the Settlement Class be settled, compromised, and dismissed on the merits with prejudice as to Settling Defendants, subject to Court approval pursuant to Fed. R. Civ. P. 23(e), on and subject to the terms and conditions set forth below.

1. DEFINITIONS

As used in this Amended Stipulation and any exhibits made a part hereof, the following terms shall have the meanings specified below:

1.1. “Action” means *Oklahoma Firefighters Pension & Retirement System v. Deutsche Bank AG, et al.*, Case No. 1:23-cv-05095 (S.D.N.Y.).

1.2. “Alternative Judgment” means a form of judgment with terms materially different from those set forth in the form of judgment that is attached hereto as Exhibit B.

1.3. “Amended Stipulation” or “Stipulation” means this Amended Stipulation and Agreement of Settlement.

1.4. “Authorized Claimant” means a Settlement Class Member who submits to the Claims Administrator a timely and valid Claim Form that is approved by the Court for payment from the Net Settlement Fund.

1.5. “Claim” means a Claim Form submitted to the Claims Administrator.

1.6. “Claims Administrator” means A.B. Data, Ltd. (“A.B. Data”).

1.7. “Complaint” means the Class Action Complaint filed on June 16, 2023, in this Action (ECF No. 1).

1.8. “Court” means the United States District Court for the Southern District of New York and the Honorable District Court Judge John G. Koeltl.

1.9. “Defendant(s)” means those defendants named in the Complaint—*i.e.*, Citigroup Global Markets Limited, Citigroup Global Markets Inc., HSBC Bank plc, HSBC Securities (USA) Inc., RBC Europe Limited, RBC Capital Markets, LLC, Morgan Stanley & Co. International plc,

Morgan Stanley & Co. LLC, Deutsche Bank Aktiengesellschaft (f/k/a Deutsche Bank AG), and Deutsche Bank Securities Inc.

1.10. “Effective Date” with respect to the Settlement means the first business day following occurrence or waiver of all the events and conditions specified in ¶10.2.

1.11. “Escrow Account” means an account maintained at Huntington National Bank into which the Settlement Amount shall be deposited and held in escrow.

1.12. “Escrow Agent” means Huntington National Bank.

1.13. “Escrow Agreement” means the escrow agreement between Plaintiff’s Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

1.14. “Execution Date” means the latest date of the execution of this Amended Stipulation by all Parties.

1.15. “Gilt Bond Transactions” means any and all transactions involving British pound sterling-denominated UK government bonds, including, without limitation, gilts and gilt asset swaps.

1.16. “Investment Vehicles” means: (i) any company or pooled investment fund in which a Defendant has or may have a direct or indirect interest, or as to which its affiliates may act as an investment advisor, but of which a Defendant or its respective affiliates are not majority owners or do not hold a majority beneficial interest, including, but not limited to, mutual fund families, exchange-traded funds, fund of funds, and hedge funds; and (ii) any employee benefit plan as to which a Defendant or its affiliates act as an investment advisor or otherwise may be a fiduciary; provided, however, that under no circumstances may a Defendant (or any of its direct or indirect

parents, subsidiaries, affiliates, or divisions) receive a distribution from the Settlement Fund or any Subsequent Settlement(s) through an Investment Vehicle.

1.17. “Fairness Hearing” means the hearing scheduled by the Court to determine whether the Settlement is fair, reasonable, and adequate.

1.18. “Final” means, with respect to the Judgment of the Court dismissing or declining to dismiss with prejudice the claims brought against the Settling Defendants, a Judgment: (a) as to which there is no pending stay, motion for reconsideration, motion for rehearing, motion to vacate, appeal, petition for writ of certiorari, or similar request for relief; (b) if no appeal or petition for review is filed, as of the day following the expiration of the time to appeal or petition for review; or (c) if there is an appeal or petition for review, as of the day after such Judgment is affirmed or the appeal or petition for review is dismissed or denied, and such Judgment is no longer subject to further judicial review, including upon appeal or review by writ of certiorari.

1.19. “Judgment” means either: (a) the proposed judgment to be entered approving the Settlement, substantially in the form attached hereto as Exhibit B; or (b) an Alternative Judgment, if expressly agreed in writing by all the Parties.

1.20. “Litigation Expenses” means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Plaintiff directly related to its representation of the Settlement Class), for which Plaintiff’s Counsel intends to apply to the Court for a reimbursement from the Settlement Fund.

1.21. “Net Settlement Fund” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs exceeding \$1,000,000; (iii) any Litigation Expenses awarded by the Court; and (iv) any other costs or fees approved by the Court.

1.22. “Notice” means the notice of proposed Settlement of Class Action, which is to be sent to members of the Settlement Class in a manner acceptable to the Parties and approved by the Court.

1.23. “Notice and Administration Costs” means the reasonable costs and expenses incurred by the Claims Administrator as further provided herein, including, without limitation, the actual costs of printing and mailing the Notice, publishing the Publication Notice, reimbursements to nominee owners for forwarding notices to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice, administering the Settlement (including processing the submitted claims), issuing payments to Authorized Claimants, and the fees, if any, of the Escrow Agent.

1.24. “Parties” means the undersigned parties to this Amended Stipulation.

1.25. “Person” means any individual, corporation, partnership, limited liability company or partnership, limited partnership, professional corporation, association, joint stock company, trust, estate, unincorporated association, government or any political subdivision or agency thereof, and any other type of legal or political entity, any representative, and, as applicable, his, her, or its respective spouses, heirs, predecessors, successors-in-interest, representatives, and assigns.

1.26. “Plaintiff” means Oklahoma Firefighters Pension & Retirement System.

1.27. “Plaintiff’s Counsel” means Scott+Scott Attorneys at Law LLP.

1.28. “Plan of Distribution” or “Distribution Plan” means the proposed plan of distribution of the Net Settlement Fund.

1.29. “Preliminary Approval Order” means the proposed order preliminarily approving the Settlement, substantially in the form attached hereto as Exhibit A.

1.30. “Publication Notice” means the summary notice of proposed Settlement of Class Action.

1.31. “Qualified Settlement Fund” has the meaning it is given in Treasury Regulation §1.468B-1.

1.32. “Related Persons,” when used in reference to a Person, means: (a) the Person; (b) for natural persons, each of that Person’s respective immediate family members and any trust which that Person is the settlor of or which is for the benefit of any such Person and/or the members of his or her family; (c) for non-natural persons, each of past, present, and future, direct and indirect corporate parents (including holding companies), subsidiaries, related entities and affiliates, associates, predecessors, and successors; and (d), for any of the entities or Persons listed at (a), (b), or (c) above, their respective past, present, or future parents, subsidiaries, and affiliates, and their respective directors, officers, managers, managing directors, partners, members, principals, employees, auditors, accountants, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, and administrators, in their capacities as such, and any entity in which the Person has a controlling interest.

1.33. “Released Claims” means any and all claims, counterclaims, demands, actions, potential actions, suits, and causes of action, losses, obligations, damages, matters and issues of any kind or nature whatsoever, and liabilities of any nature, whether foreign or domestic, including, without limitation, claims for costs, expenses, penalties, and attorneys’ fees, whether class, individual, or otherwise, that the Plaintiff and Settlement Class, or any of them, ever had or now have directly, representatively, derivatively, or in any other capacity against any of the Released Defendant Persons, whether known claims or Unknown Claims, suspected or unsuspected, asserted or unasserted, foreseen or unforeseen, actual or contingent, accrued or

unaccrued, matured or unmatured, disclosed or undisclosed, apparent or unapparent, liquidated or unliquidated, or claims that have been, could have been, or in the future might be asserted in law or equity, on account of or arising out of or resulting from or in any way related to any conduct that was alleged or could have been alleged in the Action based on any or all of the same factual predicate of the Action, including, but not limited to, any claims arising from or related to any purported conspiracy, collusion, manipulation, improper sharing of information, or any other improper conduct relating to a Gilt Bond Transaction. Released Claims shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) claims related to the enforcement of the underlying terms of an existing Gilt Bond Transaction; or (iii) any claims of any person or entity that submits a request for exclusion and whose request is accepted by the Court.

1.34. “Released Defendant’s Claims” means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law, by any of the Released Defendant Persons against Plaintiff, any members of the Settlement Class, or any of their Related Persons, including any of Plaintiff’s Counsel, which arise out of or relate in any way to the institution, prosecution, assertion, settlement, or resolution of the Action or the Released Claims. Released Defendant’s Claims shall not include any: (a) claims relating to the enforcement of any terms of this Amended Stipulation; or (b) claims against any person or entity that submits a request for exclusion from the Settlement Class and whose request is accepted by the Court.

1.35. “Released Defendant Persons” means: (a) each Settling Defendant; and (b) each Settling Defendant’s Related Persons.

1.36. “Released Plaintiff Persons” means: (a) Plaintiff and all Settlement Class Members; and (b) each of their Related Persons.

1.37. “Settlement” means the resolution of this Action as against Settling Defendants and the Released Defendant Persons in accordance with the terms and provisions of this Amended Stipulation.

1.38. “Settlement Amount” means twelve million U.S. dollars (\$12,000,000).

1.39. “Settlement Class” or “Class” means all persons or entities who entered into Gilt Bond Transactions in the United States directly with Defendants from January 1, 2009, to December 31, 2013. Excluded from the Settlement Class are: Defendants; past and present direct or indirect parents (including holding companies), subsidiaries, affiliates, associates, or divisions of Defendants; the U.S. Government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff and any juror assigned to this Action; provided, however, that Investment Vehicles shall not be excluded from the definition of “Settlement Class” or “Class.” Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice and whose request is accepted by the Court. If Plaintiff broadens the Settlement Class definition in an amended complaint at any time up to the date that Notice is distributed to the Settlement Class, the term “Settlement Class” in this Amended Stipulation shall incorporate by reference the broader definition.

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

1.41. “Settlement Class Member” (or “Class Member”) means any Person who falls within the definition of Settlement Class.

1.42. “Settlement Class Period” means the period from January 1, 2009 to December 31, 2013.

1.43. “Settlement Fund” means the Settlement Amount held in the Escrow Account, including any interest earned thereon.

1.44. “Settling Defendants” means defendants Citigroup Global Markets Limited, Citigroup Global Markets Inc., HSBC Bank plc, HSBC Securities (USA) Inc., RBC Europe Limited, RBC Capital Markets, LLC, Morgan Stanley & Co. International plc, and Morgan Stanley & Co. LLC.

1.45. “Settling Defendants’ Counsel” means Skadden, Arps, Slate, Meagher & Flom LLP; Willkie Farr & Gallagher LLP; Sullivan & Cromwell LLP; and Cravath, Swaine & Moore LLP.

1.46. “Taxes” means: (i) all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund including taxes imposed on the Parties or on their counsel with respect to income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund; (ii) the expenses and costs incurred in connection with determining the amount of and paying taxes owed by the Settlement Fund, including, without limitation, the expenses and costs related to filing (or failure to file) any of the tax returns described in ¶4.4; and (iii) taxes imposed on the Settlement Fund, including estimated taxes and withholding taxes.

1.47. “Unknown Claims” means: (a) any Released Claims that the Plaintiff or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, the decision not to object

to the Settlement; and (b) any Released Defendant's Claims that any Settling Defendant does not know or expect to exist in its favor at the time of the release of such claims, which if known might have affected its decision(s) with respect to the Settlement. With respect to any and all Released Claims and Released Defendant's Claims, the Parties stipulate and agree that upon the Effective Date, the Parties shall expressly waive, and each of the Settlement Class Members shall be deemed to have waived, and by operation of the Judgment shall have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law that is similar, comparable, or equivalent to Cal. Civ. Code §1542, which provides:

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

The Parties and Settlement Class Members may hereafter discover facts in addition to or different from those that any of them now knows or believes to be true related to the subject matter of the Released Claims or the Released Defendant's Claims, but the Parties shall expressly settle and release, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of Judgment (or Alternative Judgment, if applicable) shall have, fully, finally, and forever settled and released any and all Released Claims and Released Defendant's Claims, known or unknown, suspected or unsuspected, contingent or noncontingent, disclosed or undisclosed, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts. The Parties acknowledge,

and Settlement Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement.

2. SETTLEMENT CONSIDERATION

2.1 In consideration of the Settlement of Released Claims against Settling Defendants and the other Released Defendant Persons, Settling Defendants shall provide Plaintiff with the monetary and non-monetary consideration described below.

Monetary Consideration

2.2 Settling Defendants shall cause the Settlement Amount to be deposited into an interest-bearing Escrow Account controlled by Plaintiff's Counsel within fifteen (15) business days following (i) the entry of the Preliminary Approval Order by the Court; or (ii) the provision by Plaintiff's Counsel of all required funding information and a tax identification number, wire transfer information for the Escrow Account, and any other information that Settling Defendants reasonably may request, whichever occurs later.

Non-Monetary Consideration

2.3 In consideration of the Settlement of Released Claims against Settling Defendants and the other Released Defendant Persons, to the extent permitted by law and not protected by any applicable privilege, each Settling Defendant shall provide Plaintiff with the following cooperation:

2.3.1 all contemporaneous documents, data, information, and other materials in its possession, custody, or control concerning the investigation(s) by the UK Competition and Markets Authority ("CMA") concerning UK Gilt Bonds and relevant and/or related to the CMA May 24, 2023 press release in this matter, and turned over or produced by it to the CMA;

- 2.3.2 depositions and/or declarations that are sufficient to establish the authentication and admissibility of any documents produced by a Settling Defendant;
- 2.3.3 to the extent reasonably necessary to facilitate the provision of notice to Settlement Class Members, production of reasonably-accessible information concerning the names and last-known address information of Settlement Class Members, to the extent any Settling Defendant has retained such data and such data is not privileged or otherwise restricted from disclosure by applicable domestic or foreign law; and
- 2.3.4 to the extent reasonably requested by Plaintiff and to the extent reasonably necessary, while the Action is pending, and at Plaintiff's written request and explanation, each Settling Defendant shall produce additional documents and transaction data that are relevant to the claims or defenses in the Action and are reasonably accessible.

2.4 The cooperation to be provided under ¶2.3.1 shall be provided as soon as practicable upon preliminary approval of the Settlement by the Court. To the extent any Settling Defendant anticipates that it will not produce all materials required under ¶2.3.1 within one week of preliminary approval, such Settling Defendant shall inform Plaintiff so that the Parties can work cooperatively to ensure that Settling Defendant's compliance as quickly as practicable. Any production of data to be provided under ¶2.3.4 shall be provided if and only after the Action survives any motion to dismiss. All other forms of cooperation shall be provided as soon as practicable following preliminary approval of the Settlement and appropriate in light of the stage of the litigation. Any dispute or controversy arising out of or relating to the cooperation, including the scope of privacy or bank secrecy laws or other law concerning Settling Defendants' obligations to provide cooperation, shall be discussed first among counsel for the Parties, and if that discussion

fails to resolve the dispute, by confidential alternative dispute resolution using a sole neutral mediator agreed upon by all Parties. The Parties shall equally split the neutral's fees and expenses, and each Party shall be responsible for its own attorneys' fees and costs.

2.5 For the avoidance of doubt, Plaintiff shall not use any of Settling Defendants' documents, materials, and/or information provided under ¶2.3 for any other purpose beyond prosecuting this Action. Plaintiff and Plaintiff's Counsel expressly agree that documents, materials, and/or information provided by Settling Defendants under ¶2.3 shall not be used for the institution or prosecution of any other action or proceeding against any Released Defendant Persons or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States. Plaintiff agrees to not seek further information beyond the cooperation materials described herein from Settling Defendants, for example, by way of a third-party subpoena.

2.6 Plaintiff shall treat all cooperation materials provided under ¶2.3 as highly-confidential attorneys' eyes-only pending entry of a stipulated protective order by the Court.

2.7 If the Court does not approve the Settlement, the parties will negotiate in good faith and use best efforts to modify the terms of this Settlement to address any concerns articulated by the Court. If such negotiations fail, the Parties shall revert to their respective statuses as of October 15, 2024, and all cooperation information or materials provided by each Settling Defendant shall be promptly returned or destroyed. Within ten (10) business days, Plaintiff shall provide certification that all such materials (and any copies thereof) have been returned or destroyed. Plaintiff shall be permitted to keep copies of pleadings, motions, and other submissions to the Court (including any submissions made under seal) into which cooperation materials or information have been incorporated, subject to the confidentiality agreement and the use

restrictions provided in ¶¶2.5 and 2.6, which shall survive non-approval of the Settlement. Plaintiff shall sequester any nonpublic work product into which cooperation materials or information have been incorporated pending the Parties' best efforts to modify the terms of the Amended Stipulation in the event the Settlement is not approved, as provided for in this Paragraph. If such negotiations fail, Plaintiff shall destroy the sequestered work product and within ten (10) business days certify that all such materials (and any copies thereof) have been returned or destroyed. Plaintiff agrees that clawed back cooperation information or materials may not be used by Plaintiff against Settling Defendants or other Person or party in the event the Settlement is not approved, but this is without prejudice to Plaintiff's right to obtain such information or materials through discovery or other means and to use such information or materials obtained by Plaintiff for any lawful purpose against Settling Defendants or other Person or party. Nothing herein shall impose any restriction on Plaintiff's use of publicly available information or materials that lawfully came into Plaintiff's possession independent of Settling Defendants' disclosure of cooperation information or materials. The Parties may amend this Paragraph's terms regarding the use and destruction of cooperation information or materials at a later date, but any such amendment shall be ineffective unless in writing and signed by the Parties.

2.8 Notwithstanding any other provision in this Amended Stipulation, Settling Defendants shall have no obligation to produce attorney-client privileged communications, attorney work-product, or communications with any domestic or foreign regulatory agency or governmental body. Settling Defendants may assert the work product doctrine, the attorney-client privilege, the common interest privilege, the joint defense privilege, the bank or examination privileges, obligations under applicable data privacy laws or regulations, and/or applicable privilege or protection (including those available under European Union and English law) with

respect to any cooperation materials provided or requested under this Settlement Agreement. To the extent any Settling Defendant withholds or redacts materials provided pursuant to this Paragraph based on any of the foregoing privileges, protections, laws, or regulations, that Settling Defendant shall inform Plaintiff.

2.9 If any document protected by the attorney-client privilege, attorney work product doctrine, the common interest doctrine, the joint defense privilege, the bank or regulatory privileges, data privacy laws or regulations, and/or any other applicable privilege or protection, or by any law, regulation, policy, and/or other rule of any governmental body protecting disclosure of such documents is accidentally or inadvertently produced by Settling Defendants, the document shall be promptly returned to Settling Defendants, and its production shall in no way be construed to have waived any privilege or protection.

2.10 Any dispute or controversy arising out of or relating to the cooperation, including the scope of any privilege, privacy or bank secrecy laws, or other law concerning Settling Defendants' obligations to provide cooperation, shall be discussed first among counsel for the Parties, and if that discussion fails to resolve the dispute, shall be resolved by confidential alternative dispute resolution using a sole neutral mediator agreed upon by all Parties.

2.11 Unless ordered by a court having jurisdiction or upon agreement from Settling Defendants, under no circumstances shall Plaintiff or Plaintiff's Counsel produce documents or information obtained from Settling Defendants to any Person, including, without limitation, counsel for any other plaintiff(s) in the Action or any Class Members who exclude themselves from the Class for purposes of the Settlement.

2.12 In the event Plaintiff's Counsel believes that Settling Defendants have failed to perform any of their cooperation obligations pursuant to ¶2.3, the sole remedy shall be to seek

specific performance pursuant to confidential alternative dispute resolution using a sole neutral mediator agreed upon by all Parties. Nothing in this Paragraph shall be construed to limit Settling Defendants' right to demonstrate that no breach has occurred or that Plaintiff has suffered either no injury or no irreparable harm from any asserted breach of this Paragraph.

3. SCOPE AND EFFECT OF SETTLEMENT

3.1 The obligations incurred pursuant to this Amended Stipulation shall be in full and final disposition of: (i) all claims asserted in the Action; (ii) any and all Released Claims as against the Released Defendant Persons; and (iii) any and all Released Defendant's Claims as against the Released Plaintiff Persons, as more fully set forth herein.

3.2 Upon the Effective Date of this Settlement, Plaintiff and each Settlement Class Member, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, relinquished, and discharged, and shall forever be enjoined from prosecuting, all Released Claims against each Released Defendant Person, whether or not such Plaintiff or Settlement Class Member executes and delivers a Claim Form.

3.3 Upon the Effective Date of this Settlement, Settling Defendants, and each of their Released Defendant Persons in their capacities as such shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, waived, relinquished, and discharged, and shall forever be enjoined from prosecuting, each and every one of the Released Defendant's Claims against each Released Plaintiff Person.

3.4 The releases provided in this Amended Stipulation shall become effective immediately upon the occurrence of the Effective Date without the need for any further action, notice, condition, or event.

3.5 All rights of Plaintiff and the other Settlement Class Members against any Persons other than Settling Defendants and the Released Defendant Persons are specifically reserved by Plaintiff and Settlement Class Members, including against other defendants in the Action. Gilt Bond Transactions entered into by Plaintiff and Settlement Class Members with Settling Defendants, to the extent permitted and/or authorized by law, and to the extent consistent with the claims asserted in the Action and the definition of any class(es) that may be certified by the Court against other defendants, remain in the case solely as against the other defendants (but not the Settling Defendants) in the Action as a potential basis for liability and/or damage claims against such other defendants and shall be part of any joint and several liability claims against the other defendants in the Action.

4. USE OF THE SETTLEMENT FUND

4.1 The Settlement Fund shall be used to pay: (i) Taxes; (ii) Notice and Administration Costs exceeding \$1,000,000; (iii) any Litigation Expenses awarded by the Court; and (iv) any other costs, fees, or expenses approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶6.1-6.17.

4.2 Except as provided herein or pursuant to orders of the Court, the Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to this Amended Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in instruments backed by the full faith and credit of the U.S. Government or fully insured by the U.S. Government or any agency thereof, including a U.S. Treasury Fund or a bank account that it is either fully insured by the Federal Deposit Insurance

Corporation or secured by instruments backed by the full faith and credit of the U.S. Government, and shall collect and reinvest all interest accrued thereon in similar instruments at their then-current market rates. Neither the Parties nor their counsel shall have any responsibility or liability for the losses suffered by, or fluctuations in value of, the Settlement Fund.

4.3 The Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-1 and not take any tax position that is inconsistent therewith. It is further agreed that Plaintiff's Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)) for the Settlement Fund. Plaintiff's Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Settling Defendants and the other Released Defendant Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Settling Defendants shall provide to Plaintiff's Counsel the statement described in Treasury Regulation §1.468B-3(e). Plaintiff's Counsel shall cause the administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

4.4 All Taxes shall be treated as, and considered to be, a cost of administration of the Settlement Fund paid out of the Settlement Fund and shall be timely paid by the Escrow Agent, pursuant to the disbursement instructions to be set forth in the Escrow Agreement, and without prior order of the Court. The Escrow Agent shall be obligated to withhold from distribution to

Authorized Claimants any funds necessary for the payment of Taxes, including the establishment of authorized reserves and amounts required to be withheld under Treasury Regulation §1.468B-2(l)(2). Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes (including estimate taxes, interest, or penalties) on the interest and income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein, including any Taxes or penalties imposed on the Settlement Fund for any period during which the Settlement Fund does not qualify as a Qualified Settlement Fund for federal or state tax purposes. Settling Defendants and the other Released Defendant Persons shall have no responsibility or liability for the acts or omissions of Plaintiff's Counsel or their agents with respect to the payment of Taxes, as described herein.

4.5 This is not a claims-made settlement. Except as provided for in ¶10.5 and ¶10.9 upon the occurrence of the Effective Date of the Settlement, neither Settling Defendants nor any of the other Released Defendant Persons, or any other person or entity who or which funded the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including, without limitation, the number of Claim Forms submitted, the collective amount of recognized claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

4.6 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, and subject to approval from the Court, Plaintiff's Counsel may pay from the Settlement Fund, all Notice and Administration Costs incurred and paid or payable in connection with the Settlement to the extent such Notice and Administration Costs exceed the collective maximum for reimbursement from Settling Defendants set forth in ¶6.3. Subject to ¶6.4, in the event that the

Settlement is terminated pursuant to the terms of this Amended Stipulation, Notice and Administration Costs incurred and paid or payable up to the sum of one million U.S. dollars (\$1,000,000) shall not be returned or repaid to Settling Defendants, their insurance carriers, or any other person or entity who or which funded the Settlement Amount.

5. LITIGATION EXPENSES

5.1 Plaintiff's Counsel will apply to the Court for reimbursement of Litigation Expenses to be paid solely from (and out of) the Settlement Fund. Plaintiff's Counsel's application for an award of Litigation Expenses is not the subject of any agreement between the Parties other than as expressly provided in this Amended Stipulation.

5.2 Following entry of an order by the Court granting final approval to the Settlement (and even if such order is subject to appeal), the Litigation Expenses, as awarded by the Court, shall be paid to Plaintiff's Counsel from the Escrow Account, immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential appeal therefrom, or collateral attack on the Settlement and/or Litigation Expenses award, or any part thereof. However, if and when, as a result of any appeal and/or further proceedings on remand, or successful collateral attack, the Litigation Expenses award is overturned or reduced, or if the Settlement is terminated or is not approved by the Court, or if there is an appeal and any order approving the Settlement does not become final and binding upon the Settlement Class, then, within 30 business days after receiving such an order from a court of appropriate jurisdiction, Plaintiffs' Counsel shall refund to the Settlement Fund such funds previously paid to it, plus interest thereon at the same rate as earned on the Settlement Fund, in an amount consistent with such reversal or reduction. An award of Litigation Expenses is not a necessary term of this Amended Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiff

nor Plaintiff's Counsel may cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to Litigation Expenses.

6. NOTICE AND SETTLEMENT ADMINISTRATION

6.1 As part of the Preliminary Approval Order, Plaintiff shall seek the appointment of A.B. Data as the Claims Administrator. The Claims Administrator shall administer the Settlement, including, but not limited to, the process of receiving, reviewing, and approving or denying Claims, under Plaintiff's Counsel's supervision and subject to the jurisdiction of the Court. Neither Settling Defendants, nor any of the other Released Defendant Persons, shall have any involvement or any responsibility, authority, or liability whatsoever for the selection of the Claims Administration, the Distribution Plan (or such other plan of distribution as the Court approves), the administration of the Settlement, the Claims process, or distribution of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Plaintiff, any other Settlement Class Members, or Plaintiff's Counsel in connection with the foregoing.

6.2 Following entry by the Court of the Preliminary Approval Order, Plaintiff's Counsel shall cause the Claims Administrator: (i) to mail the Notice and Claim Form to those members of the Settlement Class who or which can be identified through reasonable effort; and (ii) to have the Publication Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

6.3 Pursuant to ¶2.3.3, Settling Defendants shall supply, in a mutually agreeable electronic format, reasonably-accessible information concerning the names and last-known address information for Settlement Class Members for purposes of facilitating notice. Plaintiff shall use its reasonable best efforts to obtain Settlement Class Member information required for

notice from Deutsche Bank. The Claims Administrator and Plaintiff may request additional data reasonably necessary to effectuate notice ordered by the Court and/or administer this Settlement, and Settling Defendants will not unreasonably deny any such additional requests or fail to timely produce such data, if available. In the alternative to providing contact information for Settlement Class Members, to the extent any Settling Defendant determines that it is reasonably required to do so due to foreign privacy laws or other restrictions, that Settling Defendant may arrange for Settlement Class Members to be noticed through mutually acceptable alternative means, such as through the retention of an alternative notice provider. Within 60 days of Notice issuing and every 60 days thereafter, Settling Defendants agree to reimburse Plaintiff up to a collective maximum of \$1,000,000 (USD) towards Notice and Administration Costs, subject to ¶6.4. No amount of these funds shall constitute damages, and are not otherwise payable to the Settlement Class, any member of the Settlement Class, or Plaintiff's Counsel.

6.4 In the event Plaintiff subsequently enters into a monetary settlement(s) with any non-settling defendant(s) ("Subsequent Settlement(s)") and receives preliminary approval of the Subsequent Settlement(s) prior to the time notice of this Settlement is issued (such that the settlement notices can be combined), Settling Defendants' obligation under ¶4.6 shall be reduced so that they pay the following fraction of Notice and Administration Costs up to a collective maximum of \$1,000,000 (USD).

$$\frac{4}{n}, \text{ where } n = \text{the total number of settlements combined in the notice}$$

For example, if there is one (1) Subsequent Settlement, Settling Defendants shall pay for 4/5 of Notice and Administration Costs, up to a collective maximum of \$800,000. In the event Plaintiff obtains certification of a litigation class prior to the issuance of notice of this Settlement (such that notice of this Settlement and notice of litigation class can be combined), and if the Court permits

Plaintiff to combine Settlement notice with litigation notice, then Plaintiff agrees to be fully responsible for the costs of the combined notice without any cash contribution by Settling Defendants.

6.5 Settling Defendants shall bear their own costs and expenses, including costs, expenses, and fees of their counsel and the costs of providing notice under the Class Action Fairness Act, 28 U.S.C. §1715 *et seq.* (“CAFA”).

6.6 No later than ten (10) calendar days following the filing of this Amended Stipulation with the Court, Settling Defendants shall serve the notice required under CAFA. Settling Defendants shall be solely responsible for the costs of the CAFA notice and administering the CAFA notice.

6.7 Settling Defendants and the Released Defendant Persons shall have no role in, or any liability, obligation, or responsibility for, the dissemination of Notice (other than as provided in ¶6.3 above), including with respect to any act, omission, or determination by Plaintiff’s Counsel, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise.

6.8 The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or in part, and second, each Authorized Claimant’s share of the Net Settlement Fund based on each Authorized Claimant’s recognized claim compared to the total recognized claims of all Authorized Claimants (as set forth in the Plan of Distribution or in such other plan of distribution as the Court approves).

6.9 The Plan of Distribution is not a necessary term of the Settlement or this Amended Stipulation, and it is not a condition of the Settlement or this Amended Stipulation that any particular plan of distribution be approved by the Court. Plaintiff and Plaintiff’s Counsel may not

cancel or terminate the Settlement based on the Court's or any appellate court's ruling with respect to the Plan of Distribution or any other plan of distribution in this Action. Settling Defendants and the other Released Defendant Persons shall not object in any way to the Plan of Distribution or any other plan of distribution in the Action, and have no responsibility therefor.

6.10 Any Settlement Class Member who or which fails to timely submit a valid Claim Form will not be entitled to receive any of the proceeds from the Net Settlement Fund but will otherwise be bound by all of the terms of this Amended Stipulation and the Settlement, including the terms of the Judgment or the Alternate Judgment, if applicable, to be entered in the Action and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against Settling Defendants or any of the other Released Defendant Persons with respect to the Released Claims in the event that the Effective Date occurs with respect to the Settlement.

6.11 Plaintiff's Counsel shall be solely responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund subject to Court approval. Neither Settling Defendants nor any other of the Released Defendant Persons shall be permitted to review, contest, or object to any Claim Form, or any decision of the Claims Administrator or Plaintiff's Counsel with respect to accepting or rejecting any Claim for payment by a Settlement Class Member.

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

6.12.1 Each Claimant shall be required to submit a Claim Form supported by such documents as are designated therein, or such other documents or proof as the Claims Administrator or Plaintiff's Counsel, in their discretion, may require;

6.12.2 All Claim Forms must be submitted by the date set by the Preliminary Approval Order and specified in the Notice, unless such period is extended by order of the Court. Any Settlement Class Member who fails to submit a Claim Form by such date shall be forever barred from receiving any payment pursuant to this Amended Stipulation (unless, by order of the Court, a later submitted Claim Form by such Settlement Class Member is approved), but shall in all other respects be bound by all terms of this Amended Stipulation and Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in the Action and the releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against Settling Defendants or any of the other Released Defendant Persons with respect to any Released Claim. Claim Forms shall be deemed to have been submitted when actually received by the Claims Administrator. Notwithstanding the foregoing, Plaintiff's Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the proceeds of the Settlement Fund or Net Settlement Fund is not materially delayed;

6.12.3 Each Claim Form shall be submitted to and reviewed by the Claims Administrator, which shall determine in accordance with this Amended Stipulation and the Distribution Plan and under the supervision of Plaintiff's Counsel, the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to ¶6.12.5 below;

6.12.4 Claim Forms that do not meet the submission requirements may be rejected. Prior to the rejection of a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing in order to afford the Claimant the opportunity to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under the supervision of Plaintiff's Counsel, shall notify, in writing, any Claimants whose Claim the Claims Administrator

proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected in whole or in part has the right to a review by the Court if such Claimant so desires and if such Claimant complies with the requirements of ¶6.12.5 below. Plaintiff's Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claim Forms submitted in the interest of achieving substantial justice; and

6.12.5 If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of disseminating the notice required in ¶6.12.4 above, serve on the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If the dispute concerning the Claim cannot otherwise be resolved, Plaintiff's Counsel shall thereafter present the request for review to the Court.

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

6.14 Plaintiff's Counsel will apply to the Court for a Class Distribution Order: (i) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (ii) approving payment of any administration fees and expenses associated with the administration of the Settlement from the Escrow Account; and (iii)

if the Effective Date has occurred, directing payment of the Net Settlement Fund to Authorized Claimants from the Escrow Account.

6.15 Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. All Settlement Class Members whose Claims are not approved by the Court shall be barred from participation in the distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Amended Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered into the Action and the releases provided herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against Settling Defendants or any of the other Released Defendant Persons with respect to any and all of the Released Claims.

6.16 No Person shall have any claim against Plaintiff, Plaintiff's Counsel, the Claims Administrator, any other agent designated by Plaintiff's Counsel, Settling Defendants, any other of the Released Defendant Persons, and/or any of their respective counsel, arising from distributions made substantially in accordance with this Amended Stipulation, the Distribution Plan approved by the Court, or any order of the Court. Plaintiff, Settling Defendants, the other Released Defendant Persons, and/or any of their respective counsel shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the Distribution Plan approved by the Court, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

6.17 All proceedings with respect to the administration, processing, and determination of Claims, and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of and decided by the Court. Plaintiff, Settlement Class Members, Claimants, and Released Plaintiff Persons expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations as provided herein. The decision of the Court with respect to objections to the Claims Administrator's claim determinations shall be final and binding on all Plaintiffs, Settlement Class Members, Claimants, and Released Plaintiff Persons, and there shall be no appeal to any court, including the United States Court of Appeals for the Second Circuit, such right of appeal having been knowingly and intentionally waived by each Plaintiff, Settlement Class Member, Claimant, and Released Plaintiff Persons.

7. THE PRELIMINARY APPROVAL ORDER

7.1 The Parties shall submit the Amended Stipulation together with its exhibits to the Court, and Plaintiff's Counsel shall apply for entry of a Preliminary Approval Order in connection with settlement proceedings substantially in the form annexed hereto as Exhibit A, providing for, among other things: (a) preliminary approval of the Settlement as set forth in this Amended Stipulation; and (b) approval of Plaintiff's Counsel's recommended Claims Administrator. Settling Defendants agree solely for the purposes of settlement that they will consent to, and shall not oppose, entry of the Preliminary Approval Order. Plaintiff shall support final approval of the Settlement and shall not seek or move the Court for termination of the Settlement except under the circumstances set forth in ¶¶10.1-10.5.

7.2 Any Settlement Class Member who or which wishes to opt out of the Settlement must submit a timely written request for exclusion (including any required documentation) such that it is received on or before the deadline for doing so set by the Court (the "Exclusion

Deadline”), in accordance with the Preliminary Approval Order and the Notice (a “Request for Exclusion”). Requests for Exclusion on behalf of groups, including “mass” or “class” opt-outs, will not be permitted. Any Settlement Class Member who does not submit a timely and valid written request for exclusion will be bound by all Court proceedings, orders, and judgments.

7.3 Any Settlement Class Member who wishes to object to the fairness, reasonableness, or adequacy of this Settlement must do so in the manner specified and within the deadlines specified in the Preliminary Approval Order and the Notice.

7.4 The Claims Administrator shall provide copies of all: (i) Requests for Exclusion and materials submitted therewith (including all information provided by the Persons or entities making the requests concerning their transactions and/or potential Claims); (ii) information the Claims Administrator possesses concerning the volume of trading within the scope of the Released Claims by Persons who have submitted timely Requests for Exclusion; (iii) written revocations of Requests for Exclusion; and (iv) untimely Requests for Exclusion to Plaintiff’s Counsel and Settling Defendants’ Counsel within three (3) business days of receipt.

7.5 The Parties, Released Defendant Persons, Released Plaintiff Persons, Plaintiff’s Counsel, and Settling Defendants’ Counsel agree that they will make no effort to solicit or otherwise encourage potential Settlement Class Members to exclude themselves from the Settlement.

8. SETTLEMENT CLASS CERTIFICATION

8.1 Solely for purposes of this Settlement, Settling Defendants shall not oppose a motion to: (i) certify the Settlement Class pursuant to Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure; (ii) appoint Plaintiff as representative of the Settlement Class; and (iii) appoint Plaintiff’s Counsel as class counsel pursuant to Rule 23(g) of the Federal Rules of Civil Procedure.

8.2 The Parties' agreement as to certification of the Settlement Class is only for purposes of effectuating this Settlement, and for no other purpose. Settling Defendants retain all of their objections, arguments, and defenses, and reserve all rights to contest class certification if the Settlement set forth in this Amended Stipulation does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Amended Stipulation is terminated as provided herein, or if the Settlement set forth in this Amended Stipulation otherwise fails to proceed for any reason. The Parties acknowledge that there has been no stipulation to a class or certification of a class for any purpose other than effectuating the Settlement, and that, if the Settlement set forth in this Amended Stipulation does not receive the Court's final approval, if the Court's approval is reversed or vacated on appeal, if this Amended Stipulation is terminated as provided herein, or if the Settlement set forth in this Amended Stipulation otherwise fails to close for any other reason, then this agreement as to certification of the Settlement Class becomes null and void ab initio, and neither this Amended Stipulation nor any other Settlement-related statement may be cited in support of an argument for certifying a class related to this proceeding.

9. THE JUDGMENT

9.1 Following the issuance of notice, Plaintiff shall file with the Court a motion for final approval of the Settlement and entry of a Judgment substantially in the form of Exhibit B hereto. Should Plaintiff so request, and solely for the purposes of settlement, Settling Defendants shall join in requesting final approval of the Settlement and entry of a Judgment substantially in the form of Exhibit B hereto.

10. EFFECTIVE DATE OF SETTLEMENT; TERMINATION

10.1 This Settlement is contingent on Court approval. Absent Court approval, there is no Settlement, but if the Court does not approve the Settlement, the Parties will negotiate in good

faith and use best efforts to modify the terms of this Amended Stipulation to address any concerns articulated by the Court, as set forth in ¶2.3.

10.2 The Effective Date of the Settlement shall be the date on which all of the following events or conditions have occurred: (a) the Court has entered the Preliminary Approval Order in all material respects; (b) Settling Defendants have not validly exercised their right (if applicable) to terminate the Settlement pursuant to ¶10.5 or ¶10.9, and their right (if applicable) to do so has expired in accordance with the terms of the Amended Stipulation; (c) Plaintiff has not exercised its right (if applicable) to terminate the Settlement pursuant to ¶10.5, and its right (if applicable) to do so has expired in accordance with the terms of the Amended Stipulation; and (d) the Court has entered the Judgment (or Alternative Judgment), following issuance of notice to the Settlement Class, that approves the Settlement, and such Judgment (or Alternative Judgment) has become Final.

10.3 Upon the occurrence of all of the events referenced in ¶10.2, Plaintiff shall have, and each Settlement Class Member and Released Plaintiff Persons shall hereby be deemed to have, and by operation of the Order and Final Judgment shall have, fully, finally, and forever released, waived, settled, and discharged the Released Defendant Persons from and with respect to the Released Claims, whether or not such Plaintiff, Settlement Class Member, or Released Plaintiff Person have executed a Claim From.

10.4 Upon the occurrence of all the events referenced in ¶10.2, any obligation (if otherwise applicable) of the Escrow Agent to return any funds from the Settlement Fund to Settling Defendants pursuant this Amended Stipulation shall be absolutely and forever extinguished.

10.5 Settling Defendants and Plaintiff, through their respective counsel, shall each, in their respective discretions, have the right to terminate the Settlement and this Amended

Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other counsel for the Parties within thirty (30) calendar days of: (a) the Court’s Final non-appealable refusal to enter the Preliminary Approval Order in any material respect; (b) the Court’s Final non-appealable refusal to approve this Amended Stipulation or any material part of it; (c) the Court’s Final non-appealable refusal to enter the Judgment (or an Alternative Judgment) in any material respect; or (d) the date on which the Judgment (or an Alternative Judgment) is modified or reversed in any material respect by a Court of Appeals or the United States Supreme Court and such modification or reversal has become Final. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application for reimbursement of Litigation Expenses from the Settlement Fund or any plan of distribution shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

10.6 Simultaneously herewith, the Parties are executing a “Supplemental Agreement” setting forth certain criteria under which this Settlement may be withdrawn or terminated at the sole discretion of Settling Defendants if potential class members who meet certain criteria exclude themselves from the Settlement Class. The Supplemental Agreement shall not be filed with the Court except that the substantive contents of the Supplemental Agreement may be brought to the attention of the Court, in camera, if so requested by the Court or as otherwise ordered by the Court. The Parties will keep the terms of the Supplemental Agreement confidential, except if compelled by judicial process to disclose the Supplemental Agreement.

10.7 If Settling Defendants do not pay or cause to be paid the Settlement Amount in full within the time period specified in ¶2.2 of this Amended Stipulation, then Plaintiff’s Counsel, in its sole discretion, may, at any time prior to the Court entering the Judgment (or an Alternative

Judgment): (a) terminate the Settlement by providing written notice to Settling Defendants' Counsel; (b) seek to enforce the terms of the Settlement and this Amended Stipulation and seek entry of a judgment and/or order to effectuate and enforce the terms of this Amended Stipulation; and/or (c) pursue such other rights as Plaintiff and the Settlement Class may have arising out of the failure to timely pay the Settlement Amount in full into the Escrow Account

10.8 Except as otherwise provided herein, in the event that the Settlement is terminated in accordance with this Amended Stipulation or in accordance with the Supplemental Agreement, the Judgment (or Alternative Judgment) is vacated, or the Effective Date fails to occur, then the Parties shall be deemed to have reverted to their respective statuses and positions in the Action as of October 15, 2024, and the fact and terms of the Settlement shall not be admissible in any trial of the Action and, except as otherwise expressly provided, the Parties shall proceed in all respects as if this Amended Stipulation and any related orders had not been entered.

10.9 Within five (5) days after joint written notification of termination is sent to the Escrow Agent by Settling Defendants' Counsel and Plaintiff's Counsel, the Settlement Fund, less any Notice and Administration Costs paid or reasonably incurred pursuant to ¶4.6, and subject to proration in ¶6.4, up to the sum of \$1,000,000, and less any Taxes paid or reasonably incurred, shall be refunded by the Escrow Agent to Settling Defendants (or such other Persons as Settling Defendants may direct). At the written direction of Settling Defendants' Counsel, the Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Fund and shall pay any proceeds to Settling Defendants. In the event that the funds received by Plaintiff's Counsel consistent with ¶5.2 have not been refunded to the Settlement Fund within five (5) days specified in this Paragraph, those funds shall be refunded by the Escrow Agent to Settling Defendants (or

such other Persons as Settling Defendants may direct) immediately upon their deposit into the Escrow Account, consistent with ¶5.2.

11. MISCELLANEOUS PROVISIONS

11.1 The Parties acknowledge that it is their intent to consummate the Settlement contemplated by this Amended Stipulation.

11.2 This Amended Stipulation is expressly intended to absolve the Released Defendant Persons of any claims for contribution, indemnification, or similar claims from other Defendants in the Action arising out of or related to the Released Claims, in the manner and to the fullest extent permitted under the law of New York or any other jurisdiction that might be construed or deemed to apply for claims of contribution, indemnification, or similar claims against any Released Defendant Persons. As an express and material condition of this Amended Stipulation, the Court shall enter an order, in the Final Judgment and Order of Dismissal or otherwise, to the extent permitted by law, barring claims against the Released Defendant Persons for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by any of the following: (i) any other Defendant currently named in the Action; (ii) any other Defendant formerly named as a party in the Action; (iii) any other Defendant subsequently added or joined as a party in the Action.

11.3 The Parties shall use their best efforts and take all necessary steps to consummate the Settlement contemplated herein, and the Parties and their respective counsel agree to cooperate reasonably with one another in seeking judicial approval of the Preliminary Approval Order, the Amended Stipulation and the Settlement, and the entry of the Judgment (or an Alternative Judgment), and to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final judicial approval of the Settlement and to effectuate and implement all terms and conditions of this Amended Stipulation.

11.4 The administration and consummation of the Settlement as embodied in this Amended Stipulation shall be under the authority of the Court, and the Court shall also retain jurisdiction for purposes of, *inter alia*, the enforcement of the terms of this Amended Stipulation.

11.5 The Parties agree that the terms of the Settlement were negotiated at arm's-length by experienced and competent legal counsel and in good faith by the Parties.

11.6 By executing this Amended Stipulation, each of the Parties represents that they have the right, legal capacity, power, and authority to enter into this Amended Stipulation and to perform their obligations hereunder, without requiring additional consent, approval, or authorization of any other person, board, entity, tribunal, or other regulatory or governmental authority.

11.7 Each Party agrees that no representations, warranties, inducements, covenants, or promises of any kind or character have been made by any other Party, Released Plaintiff Person, Released Defendant Person, or anyone else to induce the execution of this Amended Stipulation except as expressly provided in this Amended Stipulation, and that this Amended Stipulation and its exhibits constitute the entire agreement between the Parties.

11.8 Each Party represents and warrants that they have had the opportunity to be represented by counsel of their choice throughout the negotiations which preceded the execution of this Amended Stipulation and in connection with the preparation and execution of this Amended Stipulation, and that they have been afforded sufficient time and opportunity to review this Amended Stipulation with counsel of their choice.

11.9 All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth in this Amended Stipulation.

11.10 No amendment or modification of this Amended Stipulation shall be effective unless in writing and signed by, or on behalf of, all of the Parties.

11.11 Whenever this Amended Stipulation requires or contemplates that a Settling Defendant shall or may give notice to Plaintiff (or Plaintiff's Counsel), or that Plaintiff shall or may give notice to a Settling Defendant (or Settling Defendant's Counsel), unless otherwise specified such notice shall be provided by email and next-business-day-express delivery service, as set forth below, to the below-listed counsel:

If to Plaintiff or Plaintiff's Counsel:

Patrick J. Coughlin
Scott+Scott Attorneys at Law LLP
600 W. Broadway, Suite 3300
San Diego, CA 92101
Email: pcoughlin@scott-scott.com

Counsel for Plaintiff

If to Settling Defendants or Settling Defendants' Counsel:

Boris Bershteyn
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New York, NY 10001
Email: mpaskin@cravath.com

Counsel for Morgan Stanley & Co. International plc and Morgan Stanley & Co. LLC

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

11.13 Plaintiff's Counsel, on behalf of the Settlement Class, is expressly authorized to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Amended Stipulation to effectuate its terms, and to enter into any written modifications or amendments to this Amended Stipulation on behalf of the Settlement Class.

11.14 This Amended Stipulation shall be binding upon, and inure to the benefit of, the successors, assigns, executors, administrators, heirs, and representatives of the Parties. No assignment shall relieve any Party hereto of any obligations hereunder.

11.15 This Amended Stipulation and all exhibits hereto shall be governed by and construed in accordance with the laws of the State of New York without regard to its choice of law principles.

11.16 Plaintiff, on behalf of itself and each Settlement Class Member, as well as the other Parties, hereby irrevocably submit to the jurisdiction of the Court for any suit, action, proceeding, or dispute arising out of or relating to this Amended Stipulation, the applicability of this Amended Stipulation, or the enforcement of this Amended Stipulation. The administration and consummation of the Settlement as embodied in this Amended Stipulation shall be under the

authority of the Court, and the Court shall retain jurisdiction for the purpose of enforcing the terms of this Amended Stipulation.

11.17 The Parties acknowledge that each Party has participated jointly and equally in the negotiation and preparation of this Amended Stipulation. In the event an ambiguity or question of intent or interpretation arises, such ambiguity or question shall not be construed against any Party, and no presumption or burden of proof shall arise from favoring or disfavoring any Party solely by virtue of the authorship of any of the provisions of this Amended Stipulation, and instead this Amended Stipulation shall be construed as if each Party participated equally in the drafting of all such provisions.

11.18 Neither this Amended Stipulation, nor the fact of the Settlement, is an admission or concession by Settling Defendants or any Released Defendant Person of any liability or wrongdoing whatsoever. This Amended Stipulation shall not constitute a finding of the validity or invalidity of any factual allegation or any claims in the Action or of any liability or wrongdoing by any Released Defendant Person. This Amended Stipulation, the fact of settlement, the settlement proceedings, the settlement negotiations, and any related documents, shall not be used or construed as an admission of any factual allegation, fault, liability, or wrongdoing by any Person, and shall in no event be offered or received in evidence as an admission, concession, presumption, or inference against any party in any action or proceeding of any nature, or otherwise referred to or used in any manner in or before any court or other tribunal, except in such proceeding as may be necessary to enforce this Amended Stipulation.

11.19 The Parties agree not to assert in any forum that the Action was brought or litigated by Plaintiff or Plaintiff's Counsel or defended by any Settling Defendant or Settling Defendants' Counsel, in bad faith or without a reasonable basis, and further agree not to assert in any forum

that any Party or their counsel violated any provision of Rule 11 of the Federal Rules of Civil Procedure, or any other similar statute, rule, or law, relating to the commencement, prosecution, maintenance, defense, litigation, or settlement of the Action.

11.20 The headings in this Amended Stipulation are used for purposes of convenience and ease of reference only and are not meant to have legal effect.

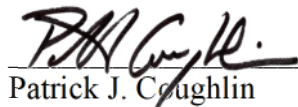
11.21 The waiver by one Party of any breach of this Amended Stipulation by any other Party shall not be deemed a waiver by any other Party of such breach, nor shall it be deemed a waiver of any other breach of this Amended Stipulation, including any prior or subsequent breach of this Amended Stipulation. The provisions of this Amended Stipulation may not be waived except by a writing signed by the affected Party or counsel for that Party. No failure or delay on the part of any Party in exercising any right, remedy, power, or privilege under this Amended Stipulation shall operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Amended Stipulation; nor shall any single or partial exercise of any right, remedy, power, or privilege under this Amended Stipulation on the part of any Party operate as a waiver thereof or of any other right, remedy, power, or privilege of such Party under this Amended Stipulation, or preclude further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.22 All counsel and any other Person executing this Amended Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have full authority to do so on behalf of their respective clients, and that they similarly have the authority to take all appropriate actions required or permitted to be taken pursuant to the Amended Stipulation to effectuate its terms.

11.23 This Amended Stipulation may be executed in one or more original, photocopied, PDF copies, or facsimile counterparts, and facsimile or scanned signatures shall have the same force and effect as original signatures, and the exchange of fully executed copies of this Amended Stipulation may similarly be effectuated by emailed PDF to the email addresses shown below for the Parties' respective counsel. All executed counterparts and each of them shall be deemed to be one and the same instrument. A copy of the complete set of executed counterparts of this Amended Stipulation shall be electronically filed with the Court.

IN WITNESS WHEREOF, the Parties, intending to be legally bound by this Amended Stipulation, have caused this Amended Stipulation to be executed, by their duly authorized attorneys, as of January 22, 2025.

On behalf of Plaintiff and the Proposed Settlement Class:



Patrick J. Coughlin
Scott+Scott Attorneys at Law LLP
600 W. Broadway, Suite 3300
San Diego, CA 92101
Email: pcoughlin@scott-scott.com

On behalf of Citigroup Global Markets Limited and Citigroup Global Markets Inc.:

Boris Bershteyn
Skadden, Arps, Slate, Meagher & Flom LLP
One Manhattan West
New York, NY 10001
Email: boris.bershteyn@skadden.com

On behalf of HSBC Bank plc and HSBC Securities (USA) Inc.:

Katrina M. Robson
Willkie Farr & Gallagher LLP
1875 K Street, N.W.
Washington, D.C. 20006
Email: krobson@willkie.com

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On behalf of Citigroup Global Markets Limited and Citigroup Global Markets Inc.:



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On behalf of HSBC Bank plc and HSBC Securities (USA) Inc.:

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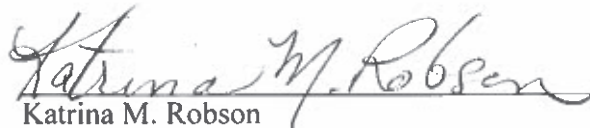
On behalf of Plaintiff and the Proposed Settlement Class:

Patrick J. Coughlin
Scott+Scott Attorneys at Law LLP
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San Diego, CA 92101
Email: pcoughlin@scott-scott.com

On behalf of Citigroup Global Markets Limited and Citigroup Global Markets Inc.:

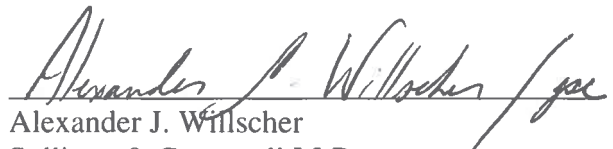
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**On behalf of Morgan Stanley & Co.
International plc and Morgan Stanley &
Co. LLC:**

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**On behalf of RBC Europe Limited and RBC
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EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

OKLAHOMA FIREFIGHTERS PENSION
AND RETIREMENT SYSTEM, Individually
and on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

DEUTSCHE BANK
AKTIENGESELLSCHAFT (f/k/a Deutsche
Bank AG); DEUTSCHE BANK
SECURITIES INC.; CITIGROUP GLOBAL
MARKETS LIMITED; CITIGROUP
GLOBAL MARKETS INC.; RBC EUROPE
LIMITED; RBC CAPITAL MARKETS LLC;
HSBC BANK PLC; HSBC SECURITIES
(USA) INC.; MORGAN STANLEY & CO.
INTERNATIONAL PLC; and MORGAN
STANLEY & CO. LLC,

Defendants.

Case No. 1:23-cv-05095

The Honorable John G. Koeltl

**[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION SETTLEMENT, FOR ISSUANCE OF NOTICE TO
THE SETTLEMENT CLASS, AND FOR SCHEDULING OF FAIRNESS HEARING**

EXHIBIT A

WHEREAS, (a) plaintiff Oklahoma Firefighters Pension & Retirement System (“Plaintiff”) in the above-captioned class action (the “Action”), on behalf of itself and the Settlement Class (as defined below) and (b) defendants Citigroup Global Markets Limited, Citigroup Global Markets Inc., HSBC Bank plc, HSBC Securities (USA) Inc., RBC Europe Limited and RBC Capital Markets, LLC, Morgan Stanley & Co. International Plc, and Morgan Stanley & Co. LLC (collectively, “Settling Defendants,” and together with Plaintiff, the “Parties”), have entered into the Amended Stipulation and Agreement of Settlement, dated as of January 22, 2025 (the “Amended Stipulation”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits annexed, sets forth the terms and conditions for the resolution, discharge, release, settlement, and dismissal of the Action and all claims set forth therein upon and subject to the terms and conditions hereof, and the Court having read and considered the Amended Stipulation, and the related submissions, and finding that substantial and sufficient grounds exist for entering this Order, and the Parties having consented to the entry of this Order;

WHEREAS, unless otherwise defined herein, all capitalized terms contained in this Order shall have the same meanings as they have in the Amended Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED that:

1. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure and for the purposes of the Settlement only, the Action is hereby preliminarily certified as a class action on behalf of a Class (the “Settlement Class”) consisting of all persons or entities who entered into Gilt Bond Transactions in the United States directly from Defendants from January 1, 2009 to December 31, 2013. Excluded from the Settlement Class are Defendants; past and present direct or indirect parents (including holding companies), subsidiaries, affiliates, associates, or divisions

EXHIBIT A

of Defendants; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff and any juror assigned to this Action.¹ Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely Request for Exclusion in accordance with the requirements set forth in the Notice and whose request is accepted by the Court.

2. This Court finds, preliminarily and for purposes of this Settlement only, that the prerequisites for class certification under Fed. R. Civ. P. Rule 23(a) have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members of the Settlement Class is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiff's claims are typical of the claims of the Settlement Class it seeks to represent; (d) Plaintiff and Plaintiff's Counsel have and will continue to fairly and adequately protect the interests of the Settlement Class. In addition, the Court finds, preliminarily and for purposes of this Settlement only, that this Action satisfies the requirements for class certification under Fed. R. Civ. P. Rule 23(b)(3) in that common questions of law and fact predominate over any questions affecting only individual members, and a class action is superior to other available methods for fairly and efficiently adjudicating the controversy among the Parties.

3. In so finding, the Court has considered each of the following additional factors under Rule 23(b)(3) of the Federal Rules of Civil Procedure and finds that they also support class certification, namely:

(a) the (lack of) interest of members of the Class in individually controlling the prosecution of separate actions;

¹ Investment Vehicles shall not be excluded from the definition of "Settlement Class" or "Class."

EXHIBIT A

(b) the extent and nature of any litigation concerning the controversy already begun by or against Class Members;

(c) the desirability or undesirability of concentrating the litigation of the claims in the particular forum; and

(d) the (lack of) difficulties likely to be encountered in managing a class action, given that if the Settlement is approved, there will be no class action litigation as to the Parties for the Court to manage.

4. Pursuant to Fed. R. Civ. P. Rules 23(c)(1) and 23(g), preliminarily and for purposes of the Settlement only, Plaintiff is certified as class representative (“Class Representative”) of the Settlement Class and Scott+Scott Attorneys at Law LLP is appointed as class counsel for the Settlement Class.

5. The Court preliminarily finds that: (a) the Amended Stipulation resulted from good faith, arm’s-length negotiations during which the Parties were represented by experienced counsel; and (b) the terms of the proposed Settlement and Plan of Distribution therefor are fair, reasonable, and adequate to warrant providing notice of the Settlement to the Settlement Class and the scheduling of a Fairness Hearing to be held following the issuance of such notice pursuant to Fed. R. Civ. P. Rule 23(e).

6. The Court therefore directs the issuance of notice of the Settlement to the Settlement Class Members and the scheduling of a Fairness Hearing, as set forth below.

7. The Court hereby schedules the Fairness Hearing, to be held before the Court, on _____ at __:___ .m., no earlier than 9 months after entry of this Order for the following purposes:

EXHIBIT A

(a) to determine finally whether the requirements for class action treatment under Fed. R. Civ. P. Rule 23 are satisfied;

(b) to determine finally whether the Settlement is fair, reasonable, and adequate, and should be approved by the Court;

(c) to determine whether the Judgment as provided under the Amended Stipulation should be entered, dismissing the Action on the merits and with prejudice and releasing the Released Claims as against the Released Defendant Persons and Released Defendant's Claims as against the Released Plaintiff Persons, as set forth in the Amended Stipulation;

(d) to determine whether the proposed Plan of Distribution for the proceeds of the Settlement is fair, reasonable, and adequate, and should be approved;

(e) to determine whether the application for reimbursement of Litigation Expenses should be approved;

(f) to consider any valid objections submitted to the Court or requests to "opt out," as further provided for herein and in the accompanying Notice; and

(g) to rule upon such other matters as the Court may deem appropriate.

8. The Court also reserves the right to adjourn the Fairness Hearing to a later date or time without further notice to the Settlement Class Members other than entry of an Order on the Court's docket. In such event, however, Plaintiff's Counsel are directed to instruct the Claims Administrator to post notice of any such adjournment on a website to be established by the Claims Administrator in this matter for the purposes of facilitating the dissemination of notice and other information about this Action (the "Settlement Website").

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9. Following the Fairness Hearing, the Court reserves the right to approve the Settlement without modification, or with such modifications as the Parties may agree, without further notice, and to enter its Judgment approving the Settlement and dismissing the Action on the merits and with prejudice.

10. The Court approves the form and substance of: (a) the Notice; (b) the Publication Notice; and (c) the Claim Form.

11. The Court finds that Plaintiff's Counsel has the authority to act on behalf of the Settlement Class as to all acts or consents that are required by or may be given pursuant to the Amended Stipulation, or that are reasonably necessary to consummate the Settlement.

12. For settlement purposes only, A.B. Data Ltd. is appointed as the Claims Administrator to supervise and disseminate notice, process Claims, and administer the Settlement, as more fully set forth below.

13. In accordance with ¶2.3.3 of the Amended Stipulation, to the extent they have not already done so, Settling Defendants shall provide (at their expense) to the Claims Administrator reasonably available contact information for Settlement Class Members, for the purpose of assisting the Claims Administrator in identifying and giving notice to the Settlement Class. In the alternative to providing contact information for Settlement Class Members, to the extent any Settling Defendant determines that it is reasonably required to do so due to foreign privacy laws or other restrictions, that Settling Defendant, in accordance with ¶6.3 of the Amended Stipulation, may arrange for Settlement Class Members to be noticed through mutually acceptable alternative means, such as through the retention of an alternative notice provider. The Claims Administrator shall cause the Notice and Claim Form (together, "Notice Packet") to be mailed to all Settlement Class Members who can be identified with reasonable effort, by first class mail, postage prepaid,

EXHIBIT A

commencing within thirty (30) days after all Defendants have provided all such information to the Claims Administrator.

14. As soon as practicable after the commencement of the mailing of the Notice Packet to Settlement Class Members, the Claims Administrator shall implement the Publication Notice through digital and social media campaigns, as set forth in the Declaration of Elaine Pang in Support of Preliminary Approval of the Settlement.

15. Plaintiff's Counsel shall, no later than fourteen (14) days before the Fairness Hearing, file with the Court proof of the mailing of the Notice Packet and implementation of the Publication Notice as required by this Order.

16. Plaintiff's Counsel, through the Claims Administrator, shall cause the Amended Stipulation and its exhibits, this Order, and a copy of the Notice and Claim Form to be posted on the Settlement Website to be established by the Claims Administrator for the Settlement within seven (7) days after entry of this Order.

17. As soon as practicable after the commencement of the mailing of the Notice Packet to Settlement Class Members, the Claims Administrator shall commence notice to nominee owners, such as brokerage firms and other persons or entities who or which transacted for the beneficial interest of persons or organizations other than themselves ("Nominees"), but not as beneficial owners. Nominees shall be requested to either: (i) within seven (7) days of receipt of the Notice Packet, request from the Claims Administrator sufficient copies of the Notice Packet to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packets, forward them to all such beneficial owners; or, (ii) within seven (7) days of receipt of the Notice Packet, provide a list of the names and addresses of all such beneficial owners to the Claims Administrator for prompt distribution.

EXHIBIT A

(a) For Nominees who chose the first option (*i.e.*, elect to mail the Notice Packet directly to beneficial owners), the Claims Administrator shall forward the same number of Notice Packets to such Nominees, and request that the Nominees, within seven (7) calendar days of receipt of the Notice Packets, mail the Notice Packets to their beneficial owners;

(b) For Nominees who chose the second option (*i.e.*, provide a list of names and addresses of beneficial owners to the Claims Administrator), the Claims Administrator shall promptly mail a copy of the Notice Packet to each of the beneficial owners whose names and addresses the Nominee supplied, provided the Claims Administrator did not previously mail Notice Packets to such beneficial owners;

(c) Upon full and timely compliance with this Order, Nominees who mail the Notice Packets to beneficial owners may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by Nominees in compliance with the terms of this Order shall be paid from the Settlement Fund.

18. As soon as practicable after the commencement of the mailing of the Notice Packet to Settlement Class Members, Plaintiff's Counsel, through the Claims Administrator, shall cause the Publication Notice to be published on various websites, including *Investor's Business Daily*, *Technical Analysis of Stocks & Commodities*, *Financial Times*, *The New York Times*, *The Wall Street Journal*, and/or other publications. Plaintiff's Counsel, through the Claims Administrator, shall cause banner ads to appear on targeted financial websites such as *marketplace.com*, *cnbc.com*, *finance.yahoo.com*, and others.

EXHIBIT A

19. The Court finds that the forms and methods set forth herein of notifying the Settlement Class Members of the Settlement and its terms and conditions meet the requirements of due process, Fed. R. Civ. P. Rule 23, and all other applicable laws and rules, and constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto, and are reasonably calculated under the circumstances to describe the terms and effect of the Settlement and to apprise Settlement Class Members of their right to object to the proposed Settlement and to exclude themselves from the Settlement Class.

20. All Notice and Administration Costs incurred in identifying and notifying Settlement Class Members, and in administering the Settlement, shall be paid as set forth in the Amended Stipulation without further order of the Court. Any Notice and Administration Costs in excess of \$1,000,000 may be paid from the Settlement Fund only with the approval of the Court. In the event the Settlement is not finally approved by the Court, or otherwise fails to become effective, neither Plaintiff, nor Plaintiff's Counsel shall have any obligation to repay any Notice and Administration Costs to Settling Defendants.

21. If the Settlement becomes effective, each Settlement Class Member will be subject to the following conditions:

(a) Except as otherwise ordered by the Court, all Settlement Class Members shall be bound by the provisions of the Amended Stipulation, the releases contained therein, and the Judgment. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, or the Claims Administrator.

(b) Each Settlement Class Member shall submit to the jurisdiction of the Court, and shall, upon the Effective Date, release all of their Released Claims against the Released Defendant Persons as provided in the Amended Stipulation.

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22. Settlement Class Members who wish to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted such that it is received no later than thirty (30) days prior to the Fairness Hearing. Notwithstanding the foregoing, Plaintiff's Counsel shall have the discretion, but not the obligation, to accept late-submitted claims for processing by the Claims Administrator so long as distribution of the proceeds of the Settlement Fund or Net Settlement Fund is not materially delayed. By submitting a Claim Form, a Person shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

23. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must include any supporting documentation, as is deemed adequate by Plaintiff's Counsel or the Claims Administrator, for the transactions reported therein; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Settlement Class Members must be included in the Claim Form to the satisfaction of Plaintiff's Counsel or the Claims Administrator; and (d) the Claim Form must contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury. Notwithstanding the foregoing, Plaintiff's Counsel shall have the right, but not the obligation, to waive what they deem to be formal or technical defects in any Claims submitted in the interest of achieving substantial justice.

24. Any Settlement Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; shall be forever barred from participating in

EXHIBIT A

any distributions therefrom; shall be bound by the provisions of the Amended Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the releases provided for therein, whether favorable or unfavorable to the Settlement Class; and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Persons with respect to the Released Claims.

25. Settlement Class Members who do not timely exclude themselves, as hereinafter provided, will be subject to and bound by the terms of the Amended Stipulation and the Judgment, if entered, and when the Settlement becomes Effective, will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Persons with respect to the Released Claims.

26. Settlement Class Members shall be bound by all determinations and judgments in this Action whether favorable or unfavorable, unless such Persons timely and validly request exclusion from the Settlement Class, as hereinafter provided. A Settlement Class Member wishing to make such request for exclusion shall mail it, in written form, by First Class Mail, postage prepaid, or otherwise deliver it, so that it is received no later than thirty (30) days prior to the Fairness Hearing (the “Exclusion Deadline”), to the address for the Claims Administrator listed in the Notice. To be valid, an exclusion request must clearly: (a) state the name, address, phone number, and any e-mail contact information of the Person seeking exclusion; (b) state that the sender “requests to be excluded from the Settlement Class in *Oklahoma Firefighters Pension & Retirement System v. Deutsche Bank AG, et al*, Case No. 1:23-cv-05095 (S.D.N.Y.)”; (c) provide proof of membership in the Settlement Class; and (d) be signed and dated by the Person seeking exclusion from the Settlement Class. The request for exclusion shall not be effective unless it

EXHIBIT A

provides the required information, is legible, and is made within the time stated above, or is otherwise accepted by the Court. Settlement Class Members shall not be permitted to exclude other Settlement Class Members. Moreover, group or class-wide exclusions shall not be permitted. A request for exclusion must be submitted by each Settlement Class Member on an individual basis, and any request for exclusion by a purported authorized agent or representative of a Class Member must include proof of the representative's legal authority and authorization to act and request exclusion on behalf of each Class Member they seek to opt out. The Claims Administrator and/or Plaintiff's Counsel may contact any Person filing a request for exclusion, or their attorney, to discuss the exclusion.

27. The Claims Administrator shall provide copies of all requests for exclusion and materials submitted therewith (including untimely requests and revocations of requests) to Settling Defendants' Counsel and to Plaintiff's Counsel as soon as possible, and in any event no later than three (3) business days following receipt. The Settlement Class will not include any Person who delivers a valid and timely request for exclusion.

28. Any Person who or which submits a request for exclusion may thereafter submit to the Claims Administrator, Plaintiff's Counsel, Settling Defendants' Counsel, or the Court a written revocation of that request for exclusion, provided that it is received no later than two (2) days before the Fairness Hearing, in which event that Person will be included in the Settlement Class. All Persons who submit a valid, timely, and unrevoked request for exclusion will be forever barred from receiving any payments from the Net Settlement Fund.

29. The Court will consider objections to the Settlement and/or request for Litigation Expenses, provided, however, that, absent further order of the Court, no Settlement Class Member or other Person shall be heard or entitled to contest the approval of the terms and conditions of the

EXHIBIT A

proposed Settlement, the Judgment, Litigation Expense award, or any other order relating thereto, unless that Person has filed the objection with the Court no later than thirty (30) days prior to the Fairness Hearing. To be valid, a Settlement Class Member's objection must substantially comply with the following requirements, namely, it must set forth the Settlement Class Member's: (a) name, address, and telephone number, (b) proof of membership in the Settlement Class, (c) all grounds for the objection, and (d) the name, address, and telephone number of the Settlement Class Member's counsel, if any. The objection must also (e) state whether it applies only to the objector, to a specific subset of the Class, or to the entire Class, and state with specificity the grounds for the objection and (f) include a list of all class action settlements to which you and/or your counsel have previously objected. The objection must (g) be signed by the objector, even if the objection is filed by counsel for the objector. Attendance at the Fairness Hearing is not necessary, but Persons wishing to be heard orally in opposition to approval of the Amended Stipulation must state in their written objection that they intend to appear at the Fairness Hearing, and must identify any witnesses they may call to testify or exhibits they intend to introduce into evidence at the Fairness Hearing, provided, however, that the Court may excuse such requirements upon a showing of good cause. Settlement Class Members need not appear at the Fairness Hearing or take any other action to show their approval.

30. Unless otherwise ordered by the Court upon a finding of good cause shown, any Settlement Class Member who does not object in the manner prescribed above shall: be deemed to have waived all such objections; be forever foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement or any Judgment approving the Settlement; be bound by all the terms and provisions of the Amended Stipulation and by all proceedings,

EXHIBIT A

orders, and judgments in the Action; and be foreclosed from appealing from any judgment or order entered in this Action.

31. Plaintiffs will inform the Court and propose modifications to the schedule if the date the Notice mailings are complete is less than 45 days before the deadlines to object, opt out, and submit Claims.

32. The contents of the Settlement Fund held by Huntington National Bank (which the Court approves as the “Escrow Agent”), shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as they shall be distributed pursuant to the Amended Stipulation and/or further order(s) of the Court.

33. Plaintiff’s Counsel are authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the Amended Stipulation.

34. All papers in support of the Settlement shall be filed and served no later than forty-four (44) days before the Fairness Hearing.

35. Any submissions filed in response to any objections or in reply or further support of the Settlement shall be filed no later than fourteen (14) days prior to the Fairness Hearing.

36. Neither this Order, nor the Amended Stipulation (including the Settlement contained therein) nor any act performed or document executed pursuant to or in furtherance of the Settlement:

(a) is or may be deemed to be, or may be used as an admission, concession, or evidence of, the validity or invalidity of any Released Claims, the truth or falsity of any

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fact alleged by Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or of any deception, wrongdoing, liability, negligence, or fault of Settling Defendants, Released Defendant Persons, or each or any of them, or that any Plaintiff or Settlement Class Member was harmed or damaged by any conduct by any Settling Defendant;

(b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or Released Defendant Persons in any arbitration proceeding or any civil, criminal, or administrative proceeding in any court, administrative agency or other tribunal;

(c) is or may be deemed to be or shall be used, offered or received against the Parties, Settling Defendants, Released Defendant Persons, Released Plaintiff Persons, or any of them, as an admission, concession, or evidence of the validity or invalidity of the Released Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by Plaintiff or Settlement Class Members, or the availability or lack of availability of meritorious defenses to the claims raised in the Action; and

(d) is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, the Released Defendant Persons, the Released Plaintiff Persons, or any of them, that any of Plaintiff's or Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the cooperation provided, or that the consideration to be given pursuant to the

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Amended Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

37. All proceedings in the Action with respect to the Settling Defendants are stayed until further order of the Court, except as may be necessary to implement the Settlement set forth in the Amended Stipulation or comply with the terms thereof. Pending final determination of whether the Settlement set forth in the Amended Stipulation should be approved, Plaintiff and each Settlement Class Member, either directly, representatively, or in any other capacity, is enjoined from prosecuting in any forum any Released Claim or assisting any third party in commencing or maintaining any suit against any Released Defendant Persons related in any way to any Released Claim.

38. The Court hereby orders Settling Defendants to produce documents to Plaintiff's Counsel consistent with and solely to the extent of its cooperation obligations provided in Section 2 of the Amended Stipulation.

39. In the event the Settlement is not consummated in accordance with the terms of the Amended Stipulation, then the Amended Stipulation and this Order (including any amendment(s) thereof, and except as expressly provided in the Amended Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any Party, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, Released Defendant Persons or Released Plaintiff Persons, and each Plaintiff and Settling Defendant shall be restored to its respective litigation positions as they existed on October 15, 2024.

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40. No later than fourteen (14) days before the Fairness Hearing, Settling Defendants shall file with the Court a notice of their compliance with the notice requirements of the Class Action Fairness Act, 28 U.S.C. §1715, et seq. (“CAFA”).

41. In the event that any date or deadline set forth herein falls on a Saturday, Sunday, or federal or state legal holiday, such date or deadline shall be deemed moved to the first Business Day thereafter that is not a federal or New York state holiday.

42. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of, or relating to, the Settlement and the Amended Stipulation including, by way of illustration and not limitation, the enforcement thereof.

DATED: _____, 2025

HON. JOHN G. KOELTL
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

OKLAHOMA FIREFIGHTERS PENSION
AND RETIREMENT SYSTEM, Individually
and on Behalf of All Others Similarly
Situating,

Plaintiff,

v.

DEUTSCHE BANK
AKTIENGESELLSCHAFT (F/K/A
DEUTSCHE BANK AG); DEUTSCHE
BANK SECURITIES INC.; CITIGROUP
GLOBAL MARKETS LIMITED;
CITIGROUP GLOBAL MARKETS INC.;
RBC EUROPE LIMITED; RBC CAPITAL
MARKETS LLC; HSBC BANK PLC; HSBC
SECURITIES (USA) INC.; MORGAN
STANLEY & CO. INTERNATIONAL PLC;
and MORGAN STANLEY & CO. LLC,

Defendants.

Case No. 1:23-cv-05095

The Honorable John G. Koeltl

**[PROPOSED] ORDER AND FINAL JUDGMENT APPROVING
CLASS ACTION SETTLEMENT**

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WHEREAS, Plaintiff and Settling Defendants Citigroup Global Markets Limited, Citigroup Global Markets Inc., HSBC Bank plc, HSBC Securities (USA) Inc., RBC Europe Limited, RBC Capital Markets, LLC, Morgan Stanley & Co. International plc, and Morgan Stanley & Co. LLC, through their counsel, have agreed, subject to judicial approval following issuance of notice to the Settlement Class and a Fairness Hearing, to settle and dismiss with prejudice all claims asserted in this Action upon the terms and conditions set forth in the Parties' Amended Stipulation and Agreement of Settlement dated January 22, 2025 (ECF No. ____) (the "Amended Stipulation");

WHEREAS, on _____, 2025, the Court issued its Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement in this Action (the "Preliminary Approval Order") (ECF No. ____);

WHEREAS, it appears in the record that the Notice substantially in the form approved by the Court was mailed to all reasonably identifiable Settlement Class Members, and posted on the settlement website established by the Claims Administrator in this matter, in accordance with the Preliminary Approval Order;

WHEREAS, it appears in the record that the Publication Notice, substantially in the form approved by the Court, was published in accordance with the Preliminary Approval Order;

WHEREAS, on the ____ day of _____ 2025, following issuance of notice of the Settlement to the Settlement Class, the Court held its Fairness Hearing to determine: (1) whether the terms and conditions of the Amended Stipulation are fair, reasonable and adequate, and should be approved; and (2) whether judgment should be entered dismissing, with prejudice, all claims asserted in the Action as against Settling Defendants; and

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WHEREAS, the Court has considered all matters and papers submitted to it at or in connection with the Fairness Hearing and otherwise;

WHEREAS, unless otherwise defined herein, all capitalized terms contained in this Order shall have the same meanings as they have in the Amended Stipulation;

NOW, THEREFORE, based upon the Amended Stipulation and all of the findings, records, and proceedings had herein, and it appearing to the Court upon examination, following the duly-noticed Fairness Hearing, that the Settlement is fair, reasonable, and adequate and should be finally approved, and that this Order and Judgment should be entered;

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. The Court has jurisdiction over the subject matter of the Action, Plaintiff, all Settlement Class Members, and Settling Defendants.

2. The Court finds that, for settlement purposes only, the prerequisites for a class action under Rule 23(a) of the Federal Rules of Civil Procedure have been satisfied in that:

a. the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable;

b. there are questions of law and fact common to the Settlement Class;

c. the claims of the Plaintiff are typical of the claims of the Settlement Class he seeks to represent; and

d. Plaintiff and Lead Counsel have and will continue to fairly and adequately represent the interests of the Settlement Class.

3. The Court further finds that, for settlement purposes only, the requirements for certification of a class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure have also been satisfied in that:

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a. questions of law and fact common to the members of the Settlement Class predominate over any questions affecting only individual members of the Settlement Class; and

b. a class action is superior to other available methods for the fair and efficient adjudication of the claims at issue, considering:

i. the Class Members' (lack of) interests in individually controlling the prosecution or defense of separate actions;

ii. the extent and nature of any litigation concerning the controversy already begun by or against Class Members;

iii. the desirability or undesirability of concentrating the litigation of the claims in this particular forum; and

iv. the (lack of) likely difficulties in managing a class action (given, *inter alia*, that the proposed Class here would be certified in the context of a settlement).

4. Accordingly, the Court certifies this action as a class action, solely for purposes of the Settlement, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, on behalf of a Class (the "Settlement Class") consisting of all persons or entities who entered into Gilt Bond Transactions in the United States directly with Defendants from January 1, 2009 to December 31, 2013. Excluded from the Settlement Class are: Defendants; past and present direct or indirect parents (including holding companies), subsidiaries, affiliates, associates, or divisions of Defendants; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff and any juror assigned to this Action; provided, however, that Investment Vehicles shall not be excluded from the definition of

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“Settlement Class” or “Class.” Also excluded from the Settlement Class is any person or entity who or which properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Notice and whose request is accepted by the Court.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, for the purposes of this Settlement only, Plaintiff is appointed as class representative of the Settlement Class, and Scott+Scott Attorneys at Law LLP is appointed as counsel for the Settlement Class.

6. In accordance with the Preliminary Approval Order, the Court finds that the forms and methods of notifying the Settlement Class of the Settlement and its terms and conditions and the rights of Settlement Class Members in connection therewith (a) constituted the best notice practicable under the circumstances; (b) constituted due and sufficient notice of these proceedings and the matters set forth herein (including the Settlement) to all persons and entities entitled to such notice; and (c) met the requirements of due process and Rule 23 of the Federal Rules of Civil Procedure. No Settlement Class Member is or shall be relieved from the terms and conditions of the Settlement, including the releases provided for in the Amended Stipulation, based upon the contention or proof that such Settlement Class Member failed to receive actual or adequate notice. A full opportunity has been offered to the Settlement Class Members to object to the proposed Settlement (and to participate in the hearing thereon), or to exclude themselves from the Settlement Class. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. § 1715, were fully discharged. Thus, it is determined that all Settlement Class Members are bound by this Order and Final Judgment, except for those persons listed on Exhibit A hereto.

7. The Court finds that the Settlement is fair, reasonable, and adequate under Rule 23 of the Federal Rules of Civil Procedure, and in the best interests of the Settlement Class. The

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Court further finds that the Settlement is the result of good faith, arm's-length negotiations; and that all Parties have been represented throughout by experienced and competent counsel. The Court also finds that the Settlement is adequate in light of the costs and risks of continued litigation and the benefits of cooperation.

8. The Court further finds that if the Settlement had not been achieved, the Parties faced the expense, risk, and uncertainty of extended litigation in connection with the claims asserted against Settling Defendants. The Court takes no position on the merits of either Plaintiff's (including the Class's) or Settling Defendants' liability positions but notes that the existence of substantial arguments both for and against their respective positions further supports approval of the Settlement.

9. Accordingly, the Court gives its final approval to the Amended Stipulation and directs the Parties to consummate the Settlement in accordance with the terms and provisions of the Amended Stipulation.

10. All claims asserted against Settling Defendants are hereby dismissed with prejudice. All parties to the Action shall bear their own costs, except as otherwise provided in the Amended Stipulation.

11. Plaintiff and each Settlement Class Member, on behalf of themselves and their Related Persons, shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, all Released Claims against Settling Defendants and each Released Defendant Person.

12. Settling Defendants and each of the Released Defendant Persons shall be deemed to have, and by operation of this Order and Final Judgment shall have, fully, finally, and forever

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released, waived, relinquished and discharged, and shall forever be enjoined from prosecuting, each and every one of the Released Defendant's Claims against Plaintiff and each Released Plaintiff Person.

13. To the fullest extent permitted by law, the Court hereby bars claims against the Released Defendant Persons for contribution or indemnification (however denominated) for all or a portion of any amounts paid or awarded in the Action by way of settlement, judgment, or otherwise by any of the following: (i) any other Defendant currently named in the Action; (ii) any other Defendant formerly named as a party in the Action; (iii) any other Defendant subsequently added or joined as a party in the Action.

14. Nothing contained herein shall, however, bar any Party, Released Defendant Person, or Released Plaintiff Person from bringing any action or claim to enforce the terms of the Amended Stipulation or this Order and Final Judgment.

15. Neither this Order and Final Judgment, the Amended Stipulation, nor any of the terms and provisions of the Amended Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith:

a. is or may be deemed to be, or may be used as an admission, concession, or evidence of the validity or invalidity of any Released Claims, the truth or falsity of any fact alleged by Plaintiff, the sufficiency or deficiency of any defense that has been or could have been asserted in the Action, or any wrongdoing, liability, negligence or fault of Settling Defendants, their Related Persons, or any of them;

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b. is or may be deemed to be or may be used as an admission of, or evidence of, any fault or misrepresentation or omission with respect to any statement or written document attributed to, approved or made by Settling Defendants or their Related Persons in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal;

c. is or may be deemed to be or shall be used, offered or received against any Party or any of their Related Persons as an admission, concession or evidence of the validity or invalidity of any Released Claim or Released Defendant's Claims, the infirmity or strength of any claim raised in the Action, the truth or falsity of any fact alleged by Plaintiff or the Settlement Class, or the availability or lack of availability of meritorious defenses to the claims raised in the Action; or

d. is or may be deemed to be or shall be construed as or received in evidence as an admission or concession against Settling Defendants, or their Related Persons, or any of them, that any of Plaintiff's or the Settlement Class Members' claims are with or without merit, that a litigation class should or should not be certified, that damages recoverable in the Action would have been greater or less than the Settlement Amount or that the consideration to be given pursuant to the Amended Stipulation represents an amount equal to, less than or greater than the amount which could have or would have been recovered after trial.

16. Notwithstanding the immediately preceding paragraph, however, the Parties and the other Released Defendant Persons and Released Plaintiff Persons may file the Amended Stipulation and/or this Order and Final Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral

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estoppel, full faith and credit, release, good faith settlement, judgment bar or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Parties may also file the Amended Stipulation and/or this Order and Final Judgment in any proceedings that may be necessary to consummate or enforce the Amended Stipulation, the Settlement, or this Order and Final Judgment.

17. Except as otherwise provided herein or in the Amended Stipulation, all funds held by the Escrow Agent shall be deemed to be held *in custodia legis* and shall remain subject to the jurisdiction of the Court until such time as the funds are distributed or returned pursuant to the Amended Stipulation and/or pursuant to further order of the Court.

18. Without affecting the finality of this Order and Judgment in any way, this Court retains continuing exclusive jurisdiction over all Parties to the Action and the Settlement Class Members for all matters relating to the Action, including: (i) the administration, interpretation, effectuation, or enforcement of the Amended Stipulation; (ii) the disposition of the Settlement Fund; (iii) any application for an award of Litigation Expenses by Plaintiff's Counsel in the Action that will be paid from the Settlement Fund; (iv) any motion to approve the Plan of Distribution; and (v) any motion to approve the Settlement Class Distribution Order.

19. Separate orders shall be entered regarding approval of the Plan of Distribution and the application of Plaintiff's Counsel for reimbursement of Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

20. There is no just reason for delay in the entry of this Order and Final Judgment, and immediate entry by the Clerk of the Court is expressly directed.

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21. If the Settlement is not consummated in accordance with the terms of the Amended Stipulation, then the Amended Stipulation and this Order and Final Judgment (including any amendment(s) thereof, and except as expressly provided in the Amended Stipulation or by order of the Court) shall be null and void, of no further force or effect, and without prejudice to any of the Parties, and may not be introduced as evidence or used in any action or proceeding by any Person against the Parties, and each of the Parties shall be restored to his, her or its respective litigation positions as they existed as of October 15, 2024.

DATED: _____, 2025

HON. JOHN G. KOELTL
UNITED STATES DISTRICT COURT JUDGE