

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

DERICK L. DOLL, et al.,

Plaintiffs,

v.

EVERGY, INC., et al.,

Defendants.

Case No. 4:25-cv-00043-SRB

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Settlement Agreement”) is entered into between and among the Class Representatives (i.e., “Plaintiffs” or “Named Plaintiffs”), all Class Members, and the Defendants, as defined herein.

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

1. ARTICLE 1 – RECITALS

- 1.1. On June 24, 2025, the Class Representatives filed a Second Amended Consolidated Class Action Complaint in the United States District Court for the Western District of Missouri, asserting claims against Defendants under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, et. seq., in relation to the management of the Evergy, Inc. 401(k) Savings Plan (the “Plan”).
- 1.2. Following discovery, which included the production of essential documents related to the Plan, the Settling Parties attempted to resolve this Class Action.
- 1.3. On March 2, 2026, the Class Representatives and the Evergy Defendants reached an agreement in principle to resolve the Class Action as between them. On March 3, 2026, the Class Representatives and SageView Advisory Group LLC reached an agreement in principle to resolve this Class Action as between them. The entire terms of the settlement agreed to by each of the Settling Parties are memorialized in this Settlement Agreement.

- 1.4. The Class Representatives and Class Counsel consider it desirable and in the Class Members' best interests that the claims against Defendants be settled on the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate, and that this settlement will result in significant benefits to the Class Members as defined herein.
- 1.5. Defendants deny all liability to the Class Representatives, deny all of the Claims made in the Class Action, deny all allegations of wrongdoing made in the Complaint in this Class Action, and deny that the Class Representatives, the Plan, or any of the Plan's Current or Former Participants, Class Members, or Beneficiaries suffered any losses. Defendants further maintain that they acted prudently and loyally at all times when acting in any fiduciary capacity with respect to the Plan. This Settlement Agreement, and the discussions between the Settling Parties preceding it, shall in no event be construed as, or be deemed to be evidence of, an admission or concession on Defendants' part (or the part of any officers, directors, or employees of Defendants with responsibility for the Plan) of any fault or liability whatsoever.
- 1.6. To avoid the risks and uncertainty of further litigation, and after consulting with their respective counsel and considering the facts and applicable law, the Settling Parties wish to fully and finally resolve this Class Action upon the terms and conditions set forth in this Settlement Agreement.
- 1.7. Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement.

2. ARTICLE 2 – DEFINITIONS

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

- 2.1. "Active Account" means an individual investment account in the Plan with a balance greater than \$0 as of the date the Plan's recordkeeper determines which of the Class Members are Current Participants, as defined below, and which Class Members are Former Participants, as defined below.
- 2.2. "Administrative Expenses" means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Short Form Settlement Notice to the Class Members, including, but not limited to, the fees of the Plan's Recordkeeper to identify the names and mailing addresses of Class Members; (b) related tax expenses (including taxes and tax expenses as described in Section 5.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including, but not limited to, the fees of the Plan's Recordkeeper associated with implementing this Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation,

gathering the data necessary to prepare the Plan of Allocation, and performing the calculations pursuant to the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and Escrow Agent; (e) all fees and expenses of the Independent Fiduciary; and (f) all fees, expenses, and costs associated with providing CAFA Notices. Excluded from Administrative Expenses are the Settling Parties' respective legal fees and expenses. Administrative Expenses shall be paid from the Gross Settlement Amount.

- 2.3. "Alternate Payee" means a Person other than a participant or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a QDRO.
- 2.4. "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services provided by Class Counsel. The attorneys' fees for Class Counsel shall not exceed one-third (33.3%) of the Gross Settlement Amount (a maximum amount of \$866,666.67), which shall be recovered from the Gross Settlement Amount. Class Counsel also will seek reimbursement for all litigation costs and expenses advanced and carried by Class Counsel for the duration of this Class Action, including the pre-litigation investigation period, which also shall be recovered from the Gross Settlement Amount.
- 2.5. "Authorized Administrator" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Plan.
- 2.6. "Beneficiary" means any individual, trust, estate, or other recipient who currently holds all or a portion of the Plan account, or who has received a distribution of all or a portion of the Plan account, of a deceased Class Member, other than an Alternate Payee.
- 2.7. "Business Days" refers to the days between Monday and Friday of each week, inclusive, and excludes the "Legal Holidays" specified in Federal Rule of Civil Procedure 6(a)(6).
- 2.8. "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-15.
- 2.9. "CAFA Notice" means notice of this Settlement to the appropriate federal and state officials pursuant to CAFA, substantially in the form set forth in Exhibit F hereto.
- 2.10. "Case Contribution Award" means the monetary amount awarded by the Court to the Class Representatives in recognition of the Class Representatives' assistance in the prosecution of this Class Action, for which Class Counsel may seek an amount not exceeding \$10,000 for each Class Representative payable from the Gross Settlement Amount. Any such Case Contribution Award shall be subject to the approval of the Court.
- 2.11. "Claims" means the claims asserted in the Class Action.
- 2.12. "Class Action" means *Doll, et al. v. Evergy, Inc., et al.*, Case No. 4:25-cv-00043-SRB, in the United States District Court for the Western District of Missouri.

- 2.13. “Class Counsel” means Schneider Wallace Cottrell Kim LLP, Walcheske & Luzi LLC, Capozzi Adler, P.C., FortmanSpann, LLC, and Brady & Associates.
- 2.14. “Class Members” means all individuals in the Class, including the Class Representatives.
- 2.15. “Class Period” means the period from January 22, 2019, through the date the Court enters the Final Approval Order.
- 2.16. “Class Representatives” means Derick L. Doll, Catherine M. Fluegel, and Joseph Nagle. The Class Representatives may also be referred to as the “Plaintiffs” or the “Named Plaintiffs.”
- 2.17. “Complaint” means the Second Amended Consolidated Class Action Complaint filed in this Class Action on June 24, 2025.
- 2.18. “Court” means the United States District Court for the Western District of Missouri.
- 2.19. “Current Participant” means a member of the Settlement Class who has an Active Account in the Plan as of the date the Plan’s recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants.
- 2.20. “Defendants” means Evergy, Inc., the Administrative Committee of the Evergy, Inc. 401(k) Savings Plan, David A. Campbell, Terry Bassham, and SageView Advisory Group, LLC.
- 2.21. “Defense Counsel” means Morgan, Lewis & Bockius LLP and Dentons US LLP, on behalf of the Evergy Defendants, and Faegre Drinker Biddle & Reath LLP, on behalf of SageView.
- 2.22. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. § 1001 et seq.
- 2.23. “Escrow Agent” means Analytics Consulting, LLC, or another entity agreed to by the Settling Parties.
- 2.24. “Evergy” means Evergy, Inc., and all of its past, present, and future parent, subsidiary and affiliated corporations, organizations and entities, and all of their respective past, present and future affiliates, partners, joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, agents, representatives, attorneys, administrators, adjustors and independent contractors of all such released individuals, corporations, organizations and entities, as well as their employee benefit plans, and the trustees, administrators, fiduciaries and insurers of such plans.
- 2.25. “Evergy Defendants” means Evergy, Inc., the Administrative Committee of the Evergy, Inc. 401(k) Savings Plan, David A. Campbell, and Terry Bassham.

- 2.26. “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement, (b) Class Counsel’s petition for Attorneys’ Fees and Costs and Class Representatives’ Case Contribution Awards, and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23(e). The Parties agree that the Fairness Hearing may be conducted telephonically or via videoconferencing if so ordered by the Court.
- 2.27. “Final” means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted Review Proceeding, the period after which the Final Order becomes Final is thirty-five (35) calendar days after its entry by the Court.
- 2.28. “Final Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit E hereto.
- 2.29. “Former Participant” means a member of the Class who does not have an Active Account as of the date the Plan’s recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants,.
- 2.30. “Gross Settlement Amount” means the sum of two million six hundred thousand dollars (\$2,600,000), contributed by or on behalf of Defendants to the Qualified Settlement Fund in accordance with Article 5. Of the Gross Settlement Amount, the Evergy Defendants or their insurer shall contribute one million seven hundred thousand dollars (\$1,700,000), and SageView or its insurer shall contribute nine hundred thousand dollars (\$900,000). The Gross Settlement Amount shall be the full and sole monetary payment to the Class, Plaintiffs, and Class Counsel made by or on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement. Neither Defendants nor their insurer(s) will make any additional payment in connection with the Settlement of the Class Action.
- 2.31. “Independent Fiduciary” means an independent fiduciary who will serve as a fiduciary to the Plan to approve and authorize the settlement of Released Claims on behalf of the Plan in accordance with Section 3.1 that has no relationship or interest in any of the Settling Parties. The Evergy Defendants will select the Independent Fiduciary, subject to the approval of Class Counsel.
- 2.32. “Long Form Settlement Notice” means the detailed notice regarding the Settlement that the Settlement Administrator shall post on the Settlement Website.

- 2.33. “Net Settlement Amount” means the Gross Settlement Amount minus (a) all Attorneys’ Fees and Costs paid to Class Counsel as authorized by the Court, (b) any Case Contribution Awards as authorized by the Court, (c) all Administrative Expenses, and (d) a contingency reserve not to exceed an amount mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.
- 2.34. “Person” means an individual, partnership, corporation, governmental entity, or any other form of entity or organization.
- 2.35. “Plaintiffs” and “Named Plaintiffs” means the Class Representatives.
- 2.36. “Plan” means the Evergy, Inc. 401(k) Savings Plan.
- 2.37. “Plan of Allocation” means the method of allocating settlement funds to Class Members. A proposed form of the Plan of Allocation is attached hereto as Exhibit C.
- 2.38. “Preliminary Approval Order” means the order of the Court in substantially the form attached hereto as Exhibit D, whereby the Court preliminarily approves this Settlement.
- 2.39. “QDRO” means a Qualified Domestic Relations Order within the meaning of 26 U.S.C. § 414(p).
- 2.40. “Qualified Settlement Fund” means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Articles 5 and 6 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).
- 2.41. “Recordkeeper” means the entity that maintains electronic records of the Plan’s participants and their individual accounts.
- 2.42. “Released Claims” means any and all actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys’ fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification, or any other type or nature of legal or equitable relief), actions, demands, rights, obligations, liabilities, expenses, costs, and causes of action, whether arising under federal, state, or local law, whether by statute, contract, or equity, whether brought in an individual or representative capacity, whether accrued or not, whether known or unknown, suspected or unsuspected, foreseen or unforeseen, against any of the Released Parties and Defense Counsel based in whole or in part on acts or failures to act through the end of the Class Period:

- 2.42.1. That were asserted in the Class Action, or that arise out of, relate to, or are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, or occurrences that were alleged, or could have been alleged or asserted in the Class Action or could have been alleged or asserted based on the same factual predicate, whether or not pleaded in the Complaint; and/or
- 2.42.2. That arise out of, relate in any way to, are based on, or have any connection with (a) the selection, oversight, retention, monitoring, compensation, fees, or performance of the Plan's investment options; (b) the fees, costs, or expenses charged to, paid by, or reimbursed by the Plan or the Class Members; (c) disclosures or failures to disclose information regarding the Plan's investment options, fees, or service providers; (d) the compensation received by the Plan's service providers; (e) the services provided to the Plan or the costs of those services; (f) the management, oversight, or administration of the Plan or its fiduciaries; (g) alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA relating to the Plan's investment options or service providers or associated fees, expenses, or costs; and/or (h) any assertions with respect to any fiduciaries of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; or
- 2.42.3. That would be barred by res judicata based on entry of the Final Order; or
- 2.42.4. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plan or any Class Member in accordance with the Plan of Allocation or to any action taken or not taken by the Settlement Administrator in the course of administering the Settlement; or
- 2.42.5. That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.
- 2.42.6. The Class Representatives, Class Members, and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides that a "general release does not extend to claims that the creditor or the 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," and any similar state, federal, or other law, rule, or regulation or principle of common law of any domestic governmental entity.
- 2.42.7. "Released Claims" excludes claims for individual denial of benefits under the Plan that the Class Representatives or Class Members may have

regarding the value of their respective vested account balances under the terms of the Plan.

- 2.43. “Released Parties” means (a) each Defendant; (b) Defendants’ insurers, co-insurers, and reinsurers; (c) Defendants’ direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, Successors-In-Interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, and heirs (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants’ past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) the Plan and the Plan’s current and past fiduciaries (with the exception of the Independent Fiduciary), administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, trustees, advisors, insurers, and parties-in-interest; and (e) Defendants’ independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.
- 2.44. “Representatives” shall mean representatives, attorneys, agents, directors, officers, or employees.
- 2.45. “Review Proceeding” shall have the meaning set forth in Section 2.27.
- 2.46. “SageView” means SageView Advisory Group, LLC, and all of its past, present, and future parent, subsidiary, and affiliated corporations, organizations and entities, and all of their respective past, present, and future affiliates, partners, joint ventures, stockholders, predecessors, successors, assigns, insurers, officers, directors, employees, agents, representatives, attorneys, administrators, adjustors, and independent contractors of all such released individuals, corporations, organizations, and entities, as well as their employee benefit plans, and the trustees, administrators, fiduciaries, and insurers of such plans.
- 2.47. “Settlement” means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to Section 16.12.
- 2.48. “Settlement Administrator” means Analytics Consulting, LLC, the entity selected and retained by Class Counsel and subject to approval by Defense Counsel. The Settlement Administrator shall be responsible for administering the Settlement and Plan of Allocation, including preparing and disseminating the CAFA Notices, sending the Short Form Settlement Notice to the Class Members, establishing the

Settlement Website and telephone support line, and posting the “Long Form Settlement Notice” on the Settlement Website.

- 2.49. “Settlement Agreement” means this agreement embodying the terms of the Settlement, including any modifications or amendments hereto.
- 2.50. “Settlement Agreement Execution Date” means the date on which the final signature is affixed to this Settlement Agreement.
- 2.51. “Class” means all participants of the Plan who invested in any of the American Century target date funds through the Plan during the Class Period, including any Beneficiary of any deceased member of the Class . Excluded from the Class are Defendants and their beneficiaries and any participant/beneficiary who is a fiduciary to the Plan.
- 2.52. “Settlement Effective Date” means the date on which the Final Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 14.
- 2.53. “Settlement Website” means the internet website established in accordance with Section 3.3.1.
- 2.54. “Settling Parties” or “Parties” means the Defendants and the Class Representatives, on behalf of themselves, the Plan, and each of the Class Members.
- 2.55. “Short Form Settlement Notice” means the notice of the Settlement and Fairness Hearing to be sent to Class Members by the Settlement Administrator following the Court’s issuance of the Preliminary Approval Order, in substantially the form attached hereto as Exhibit B. The Short Form Settlement Notice shall inform Class Members of a Fairness Hearing to be held with the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Short Form and Long Form Settlement Notices may be heard regarding (a) the terms of the Settlement Agreement, (b) the petition of Class Counsel for award of Attorneys’ Fees and Costs, (c) payment of and reserve for Administrative Expenses, and (d) Class Representatives’ Case Contribution Awards.
- 2.56. “Successor-In-Interest” shall mean a Person’s or party’s estate, legal representatives, heirs, successors, or assigns, including successors or assigns that result from corporate mergers or other structural changes.
- 2.57. “Transferors” means Evergy and SageView, each as a “Transferor” within the meaning of Treas. Reg. § 1.468B-1(d)(1).

3. ARTICLE 3 – REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY SETTLEMENT APPROVAL, AND NOTICE TO THE CLASS

- 3.1. Independent Fiduciary. The Independent Fiduciary, retained by the Evergy Defendants on behalf of the Plan, shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.
- 3.1.1. The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its determination.
 - 3.1.2. The Independent Fiduciary shall notify the Evergy Defendants, through counsel, of its determination, in writing (with copies to Class Counsel and SageView’s Counsel), which notification shall be delivered no later than thirty-five (35) calendar days before the Fairness Hearing.
 - 3.1.3. All fees and expenses associated with the Independent Fiduciary’s retention and determination will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.
 - 3.1.4. Defendants, Defense Counsel, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.
 - 3.1.5. If the Evergy Defendants conclude that the Independent Fiduciary’s determination does not comply with PTE 2003-39 or is otherwise deficient, the Evergy Defendants shall so inform the Independent Fiduciary within ten (10) calendar days of receipt of the determination.
 - 3.1.6. Class Counsel shall file a copy of the Independent Fiduciary’s determination with the Court in support of Final approval of the Settlement.
- 3.2. Preliminary Approval. As soon as reasonably possible and subject to any relevant Court order, upon the full execution of this Settlement Agreement by the Settling Parties, the Class Representatives, through Class Counsel, shall file with the Court motions seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as Exhibit D. Defendants will not object to these motions, provided that Class Counsel provides drafts to Defendants’ Counsel at least three (3) business days in advance of the filing date for their review and approval. The Preliminary Approval Order to be presented to the Court shall, among other things:
- 3.2.1. Approve the text of the Short Form Settlement Notice for delivery to Class Members;

- 3.2.2. Determine that under Fed. R. Civ. P. 23(c)(2), the contents of the Long Form Settlement Notice and the delivery of the Short Form Settlement Notice in the manner described in Section 3.2.4 constitute the best notice practicable under the circumstances, provide due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and comply fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;
- 3.2.3. Require the Settlement Administrator to send to the last known email address or, if no known email address (or where a known email address is determined to be invalid), then within a seven business days mailed by first-class mail to the last known mailing address, of each Class Member provided by the Plan's recordkeeper(s) (or its designee), unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by the Plan's recordkeeper (or its designee) the Short Form Settlement Notice to each Class Member identified by the Settlement Administrator based upon the data provided by the Plan's Recordkeeper.
- 3.2.4. Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through Representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, and/or the Plan;
- 3.2.5. Set the Fairness Hearing for no sooner than one hundred twenty (120) calendar days after the date on which the Preliminary Approval Order is issued, in order to determine whether (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Class Representatives' Case Contribution Awards, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;
- 3.2.6. Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies have been provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any notice of intent to participate or supporting documents must be filed at least twenty-one (21) calendar days prior to the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate within the time limitation set forth above;
- 3.2.7. Provide that any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing;

- 3.2.8. Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court; and
- 3.2.9. Approve the form of the CAFA Notice attached as Exhibit F and order that upon mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.
- 3.3. Settlement Administrator. Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by e-mail, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. The actual and reasonable expenses of any third party, including the Plan's Recordkeeper, that are necessary to perform such work shall be Administrative Expenses to be deducted from the Gross Settlement Amount. The Settlement Administrator shall, within ten (10) calendar days of the Class Representatives' filing of the Settlement Agreement and proposed Preliminary Approval Order, finalize and deliver CAFA notices, to the Attorney General of the United States, the Attorneys General of all states in which Class Members reside, and other such government officials or regulators as specified by 28 U.S.C. § 1715. The Settlement Administrator shall provide the Settling Parties with notice in writing upon completion of the provision of CAFA notices to the above-referenced persons.
- 3.3.1. The Settlement Administrator may establish a Settlement Website on which it will post the following documents, or links to the following documents, on or following the date of the Preliminary Approval Order: the Complaint, the Settlement Agreement and its Exhibits, Class Notice, Motion for Attorneys' Fees and Costs and Case Contribution Awards, any Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settling Parties. No other information or documents will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing, and Class Counsel will not include any commentary about the Settlement on the website. The Settlement Administrator will take down the Settlement Website nine (9) months after the Settlement Effective Date.
- 3.3.2. The Settlement Administrator shall be bound by any confidentiality, non-disclosure, or security protocol required by the Settling Parties.
- 3.3.3. Within ten (10) business days after entry of the Preliminary Approval Order, the Evergy Defendants shall cause the Plan's recordkeeper(s) to provide the Settlement Administrator, in Excel or CSV format, with the names, last known mailing and email addresses, and Social Security numbers of all Class Members. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely for the

purpose of meeting its obligations as Settlement Administrator, and for no other purpose.

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

3.4. Settlement Notice. By the date and in the manner set by the Court in the Preliminary Approval Order, and unless otherwise set forth below, the Settlement Administrator shall cause to be sent to each Class Member identified by the Settlement Administrator a Short Form Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibit B or a form subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Short Form Settlement Notice is returned and re-send such documents one additional time.

4. ARTICLE 4 – FINAL SETTLEMENT APPROVAL

4.1. No later than fourteen (14) calendar days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Order (Exhibit E) in the form approved by Class Counsel and Defense Counsel. The Final Order shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Order in accordance with this Settlement Agreement. The Final Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

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

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

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

- 4.1.4. That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be (a) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims;
- 4.1.5. That the Class Representatives and each Class Member shall release the Released Parties, Defense Counsel, the Plan, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;
- 4.1.6. That the Class Representatives and each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns shall be (a) conclusively deemed to have, and by operation of the Final Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims; and (b) barred and enjoined from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims;
- 4.1.7. That the provisions of Sections 4.1.4 through 4.1.6 shall apply even if any Class Member may thereafter discover facts in addition to or different from those that the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Short Form Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;
- 4.1.8. That all applicable CAFA requirements have been satisfied;
- 4.1.9. That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court;
- 4.1.10. That, with respect to any matters that arise concerning the implementation of distributions to Class Members who are Current Participants in the Plan (after allocation decisions have been made by the Settlement Administrator

in its sole discretion pursuant to the Plan of Allocation), all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan; and

4.1.11. That within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each Person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

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

5. ARTICLE 5 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

5.1. No later than ten (10) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish the Qualified Settlement Fund with the Escrow Agent. The Settling Parties agree that the Qualified Settlement Fund is intended to be, and will be, an interest-bearing “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 5.1. If applicable, the Settlement Administrator (as the “administrator” pursuant to Section 5.2) and the Transferors shall fully cooperate in filing the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the Qualified Settlement Fund as coming into existence as a “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1 as of the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to be timely made.

5.2. The “administrator” within the meaning of Treas. Reg. § 1.468B-2(k)(3) shall be the Settlement Administrator. The Settlement Administrator shall timely and properly cause to be filed on behalf of the Qualified Settlement Fund all informational and other tax returns required to be filed in accordance with Treas. Reg. §§ 1.468B-2(k) and 2(l) with respect to the Gross Settlement Amount (including, without limitation, applying for a taxpayer identification number for the Qualified Settlement Fund pursuant to Internal Revenue Service Form SS-4 and in accordance with Treas. Reg. § 1.468B-2(k)(4)). Such returns as well as any election described in Section 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on

the income earned by the Qualified Settlement Fund shall be deducted and paid from the Gross Settlement Amount as provided in Section 5.3.

- 5.3. Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including, but not limited to, (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants or Defense Counsel with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Settlement Administrator out of the Gross Settlement Amount without prior order from the Court. The Settlement Administrator shall ensure compliance with withholding and reporting requirements in accordance with Treas. Reg. § 1.468B-2(l) and shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses; neither the Released Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Administrator, Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.
- 5.4. Within twenty-one (21) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the Qualified Settlement Fund is established and the Settlement Administrator (or Class Counsel) has furnished to Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary wiring instructions, then the Transferors shall deposit one hundred thousand dollars (\$100,000) into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount. The Everygy Defendants or their insurer, as a Transferor, shall contribute fifty thousand dollars (\$50,000) into the Qualified Settlement Fund as part of the first installment, and SageView or its insurer, as a Transferor, shall contribute fifty thousand dollars (\$50,000) into the Qualified Settlement Fund as part of the first installment.
- 5.5. Within ten (10) calendar days after the Settlement Effective Date, the Transferors shall deposit the remainder of the Gross Settlement Amount, which is two million five hundred thousand dollars (\$2,500,000), into the Qualified Settlement Fund. The Everygy Defendants or their insurer, as a Transferor, shall contribute one million six hundred and fifty thousand dollars (\$1,650,000) into the Qualified Settlement Fund as payment of the remainder of the Gross Settlement Amount, and SageView or its insurer, as a Transferor, shall contribute eight hundred and fifty thousand

dollars (\$850,000) into the Qualified Settlement Fund as payment of the remainder of the Gross Settlement Amount.

- 5.6. The Settlement Administrator shall, at the written direction of Class Counsel, cause the Escrow Agent to invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an agency thereof, or fully insured by the United States Government or an agency thereof, and shall cause the Escrow Agent to reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.
- 5.7. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion thereof from the Qualified Settlement Fund except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as is consistent with the terms of this Settlement Agreement.
- 5.8. The Settlement Administrator shall be responsible for making provisions for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. The Released Parties, Defense Counsel, and Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of, the Qualified Settlement Fund.
- 5.9. No later than February 15 of the year following the calendar year in which any Transferor makes any transfer of the Gross Settlement Amount, or any other amount, to the Qualified Settlement Fund on behalf of the Transferor pursuant to the terms of this Article 5, the Transferor shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to its federal income tax return filed for the taxable year in which Defendants make a transfer on its behalf to the Qualified Settlement Fund.

6. ARTICLE 6 – PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

- 6.1. Disbursements From Qualified Settlement Fund Prior to Settlement Effective Date. Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:
 - 6.1.1. After entry of the Preliminary Approval Order, the Escrow Agent shall be directed in writing to disburse from the Qualified Settlement Fund an amount sufficient for the payment of costs of the Short Form Settlement Notice. Class Counsel will select a Settlement Administrator to assist with

Class Notice and administration of the Settlement, subject to the agreement of Defendants, which agreement shall not unreasonably be withheld. The Settlement Administrator shall enter into a confidentiality agreement and information security agreement to adequately protect information provided to the Settlement Administrator relating to the Settlement. Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Qualified Settlement Fund. Neither Defendants nor Defense Counsel are responsible for the Settlement Administrator's work, nor may they be held liable for any act or omission by the Settlement Administrator.

- 6.1.2. For taxes and expenses of the Qualified Settlement Fund as provided in Section 5.3.
 - 6.1.3. For fees and expenses of the Independent Fiduciary. The Escrow Agent shall be directed to disburse money from the Qualified Settlement Fund to pay the reasonable fees and expenses of the Independent Fiduciary (which shall include any attorneys' fees of the Independent Fiduciary) retained pursuant to Article 3. To the extent Defendants and/or their insurer(s) pay any costs, fees, or expenses to the Independent Fiduciary before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse Defendants and/or their insurer(s) for such amounts.
 - 6.1.4. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement.
 - 6.1.5. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement. To the extent Defendants are responsible for paying these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.
- 6.2. Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 5.5, Class Counsel shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:
- 6.2.1. For Attorneys' Fees and Costs, as approved by the Court notwithstanding the existence of any appeal therefrom, and no later than fifteen (15) business days following the Settlement Effective Date. The Court's failure to approve in part any application for Attorneys' Fees and Costs sought by Class Counsel shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement. In the event that the Settlement Agreement does not become effective, or the judgment or the order making the fee and cost award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation, or termination becomes Final and not subject to review, and in the event that the fee and

cost award has been paid to any extent, then Class Counsel with respect to the entire fee and cost award shall within thirty (30) business days from receiving notice from the Defendants' counsel or from a court of appropriate jurisdiction, refund to the Qualified Settlement Fund such fees and expenses previously paid to it from the Qualified Settlement Fund plus interest thereon at the same rate as earned on the Qualified Settlement Fund in an amount consistent with such reversal or modification. Class Counsel, as a condition of receiving such fees and costs, on behalf of itself and each partner and/or shareholder of it, agrees that their law firms and their partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section.

- 6.2.2. For the Class Representatives' Case Contribution Awards, as approved by the Court, and no later than fifteen (15) business days following the Settlement Effective Date.
- 6.2.3. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement that were not previously paid.
- 6.2.4. For costs and expenses incurred by the Recordkeeper (or Authorized Administrator) in implementing this Settlement that were not previously paid. To the extent that Defendants or their insurer(s) are responsible for paying these costs, they will have the right to recover any sums paid from the Qualified Settlement Fund.
- 6.2.5. The Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.

7. ARTICLE 7 – PLAN OF ALLOCATION

- 7.1. After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to the Former Participants as set forth in Section 7.9 below, and to the Plan for distribution to the accounts of Current Participants as set forth in Section 7.8 below.
- 7.2. To be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant or a Former Participant, or a Beneficiary or Alternate Payee of such a person. Current Participants and Beneficiaries or Alternate Payees with Active Accounts shall receive their settlement payments as contributions to their account in the Plan, as provided for in Section 7.8 below, unless, as of the date of their settlement payments, they no longer have an Active Account in the Plan, in which case they shall receive their allocation of the Net Settlement Fund in the form of a check. Former Participants shall receive their settlement payments in the form of checks as provided in Section 7.9 below.

- 7.3. Beneficiaries will receive settlement payments as described in this Article 7 in amounts corresponding to their entitlement as beneficiaries of the Current Participant or of the Former Participant with respect to which the payment is made. This includes settlement payments to Beneficiaries determined by the participant's Plan accounts during the Class Period and/or by the Beneficiary's own Plan accounts during the Class Period if an account was created in the Plan for the Participant's Beneficiary. Alternate Payees will receive settlement payments if and to the extent they are entitled to receive a portion of a Current Participant's or Former Participant's allocation under this Article 7 pursuant to the terms of the applicable Qualified Domestic Relations Order. Beneficiaries and Alternate Payees with Active Accounts as of the date the Plan's recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants will receive payments by the method described in this Article 7 for Current Participants, subject to Section 7.8.6 below. Beneficiaries and Alternate Payees who do not have Active Accounts as of the date the Plan's recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants will receive payments by the method described in this Article 7 for Former Participants. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth in this Article 7 and as ordered by the Court.
- 7.4. Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached hereto as Exhibit C, which shall provide for the calculation, allocation, and distribution of the Net Settlement Amount. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation. Upon the Settlement Effective Date, and after the amounts payable pursuant to Sections 6.1 and 6.2.1 through 6.2.4 have been disbursed, or, in the case of future estimated expenses set aside and withheld, Class Counsel shall direct the Escrow Agent to disburse the Net Settlement Amount as provided by this Settlement Agreement and the Plan of Allocation. The Recordkeeper shall allocate to the Plan accounts of Class Members who are Current Participants any Net Settlement Amount as calculated by the Settlement Administrator according to the Plan of Allocation, except as otherwise provided in Section 7.2 hereof. At the direction of Class Counsel, the Settlement Administrator shall provide documentation of the calculation of the allocations of the Net Settlement Fund to the Authorized Administrator pursuant to the Plan of Allocation no later than the distribution of the Net Settlement Amount. The Settlement Administrator shall promptly notify Class Counsel as to the date(s) and amounts(s) of said allocation(s) made to Class Members who are not Former Participants. The Settlement Administrator shall be responsible for distributing the Net Settlement Amount allocated to the Former Participants as provided by the Plan of Allocation, as well as complying with all tax laws, rules, and regulations and withholding obligations with respect to Former Participants. Defendants shall have no liability related to the structure or taxability of such payments. Nothing herein shall constitute approval or disapproval of the Plan of Allocation by Defendants or the Released Parties, and Defendants and the

Released Parties shall have no responsibility or liability for the Plan of Allocation and shall take no position for or against the Plan of Allocation.

- 7.5. The Net Settlement Amount distributed to the Plan's trust pursuant to the Plan of Allocation shall constitute "restorative payments" within the meaning of Revenue Ruling 2002-45 for all purposes.
- 7.6. Prior to the disbursement of the Net Settlement Amount to the Plan, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members, in electronic format, to whom the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Such list shall be final, and only persons on the list or their Beneficiaries or Alternate Payees shall be eligible to receive any recovery from this Settlement.
- 7.7. After the distribution of the Net Settlement Amount to the Plan's trust and allocation of the Net Settlement Amount pursuant to the Plan of Allocation, amounts allocable to Class Members who cannot be located or otherwise cannot receive their Settlement payment shall revert to the Qualified Settlement Fund. Any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs, taxes and interest-earned on the Qualified Settlement Fund, shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants.
- 7.8. Payments to Current Participants
 - 7.8.1. Current Participants will automatically receive a settlement payment to their accounts in the Plan except as otherwise provided in Section 7.2.
 - 7.8.2. Within five (5) Business Days after the Settlement Administrator has completed all payment calculations for all Current Participants, the Settlement Administrator will provide Defendants or their designee (i.e., the Plan's Recordkeeper), in a format and via a delivery method mutually agreed upon by the Settlement Administrator and Defendants, with an Excel spreadsheet (or other format acceptable to the Plan's Recordkeeper) containing the name, the amount of the settlement payment for each of the Current Participants, and any other information requested by Defendants or the Plan's Recordkeeper as necessary to effectuate this provision.
 - 7.8.3. Thereafter, upon giving ten (10) Business Days' written notice to Defendants (or their designee), the Settlement Administrator shall effect a transfer from the Qualified Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, as reflected in a spreadsheet provided by the Settlement Administrator. The Plan's Recordkeeper shall thereafter credit the individual Active Account of each Current Participant in an amount equal to that stated on the spreadsheet provided by the Settlement Administrator in relation to such Current Participant.

- 7.8.4. The settlement payment for each Current Participant will be invested in accordance with and proportionate to such Current Participant's investment elections then on file for new contributions. If the Current Participant does not have an investment election on file, then such Current Participant shall be deemed to have directed such payment to be invested in the Plan's "Qualified Default Investment Alternative," as defined in 29 C.F.R. § 2550.404c-5.
- 7.8.5. The Plan's Recordkeeper shall process all Current Participant transactions as soon as practicable, and not later than within forty-five (45) calendar days of receiving direction, including the completed settlement calculations for Current Participants and the transfer from the Qualified Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, from the Settlement Administrator for any Current Participant.
- 7.8.6. The Plan may be amended, to the extent necessary, to reflect the settlement allocation to Current Participants' Active Account in accordance with this Article 7.
- 7.8.7. If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, they will receive their payment from the Settlement Administrator in the form of a check.
- 7.9. Payments to Former Participants. Upon completing the calculation of each Class Member's pro-rata share of the Net Settlement Amount and no later than sixty (60) calendar days following the Settlement Effective Date, the Settlement Administrator shall issue a check from the Qualified Settlement Fund to each Former Participant in the amount equaling his or her pro-rata share of the Net Settlement Amount.
- 7.9.1. The Settlement Administrator will issue a check from the Qualified Settlement Fund to the Former Participant and mail the check to the address of such Former Participant or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means.
- 7.9.2. For each check issued, the Settlement Administrator shall (1) calculate and withhold any applicable taxes associated with the payments allocable to the Former Participant; (2) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state and local revenue agents; and (3) issue appropriate tax forms to the Former Participants.
- 7.9.3. Neither the Defendant, Defendant's Counsel, Class Counsel, the Class Representatives, nor the Released Parties shall have any responsibility for

or liability whatsoever with respect to any tax advice given to the Former Participants or the Current Participants.

- 7.9.4. Class Members who receive a check from the Settlement Administrator must deposit or cash their checks within one hundred eighty (180) calendar days of issuance. If they do not do so, the checks will be void, and the Settlement Administrator shall be instructed to return any such funds to the Qualified Settlement Fund. This limitation shall be printed on the face of each check. Notwithstanding these requirements, the Settlement Administrator shall have the authority to reissue checks to Class Members where it determines there is good cause to do so, provided that doing so will not compromise the Settlement Administrator's ability to implement the Plan of Allocation. The voidance of checks shall have no effect on the Class Members' release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

8. ARTICLE 8 – ATTORNEYS' FEES AND COSTS

- 8.1. Application for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards. Class Counsel intends to seek to recover their attorneys' fees, not to exceed \$866,666.67, and litigation costs and expenses advanced and carried by Class Counsel for the duration of the Class Action, which shall be recovered from the Gross Settlement Amount. Class Counsel also intends to seek the Class Representatives' Case Contribution Awards, in an amount not to exceed \$10,000 for each Class Representative, which shall be recovered from the Gross Settlement Amount.
- 8.2. Class Counsel will file a motion for an award of Attorneys' Fees and Costs at least twenty-eight (28) calendar days before the Fairness Hearing, which may be supplemented thereafter. Class Counsel will provide a draft to Defense Counsel three (3) business days in advance of the filing deadline.

9. ARTICLE 9 – RELEASE AND COVENANT NOT TO SUE

- 9.1. As of the issuance of the Final Order, the Plan (subject to Independent Fiduciary approval as required by Section 3.1) and all Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Parties from the Released Claims, whether or not such Class Members have received or will receive a monetary benefit from the Settlement, whether or not such Class Members have actually received the Short Form Settlement Notice or read the Short Form or Long Form Settlement Notices, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the

objections or claims for distribution of such Class Members have been approved or allowed.

- 9.2. As of the issuance of the Final Order, the Class Representatives, the Class Members, and the Plan (subject to Independent Fiduciary approval as required by Section 3.1), acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including, but not limited to, an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration, or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim adverse to the Released Parties on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement in accordance with the procedures set forth in this Settlement Agreement. Nothing herein shall preclude any Class Member or the Plan from cooperating with or participating in any investigation, inquiry, or proceeding conducted by any federal, state, or local governmental entity or subdivision.
- 9.3. Class Counsel, the Class Representatives, the Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Defendants or the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Member and the Plan shall expressly, upon the entry of the Final Order, be deemed to have, and, by operation of the Final Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representatives, all Class Members, and the Plan acknowledge and shall be deemed by operation of the Final Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.
- 9.4. Upon the entry of the Final Order, the Class Representatives, all Class Members, and the Plan shall be conclusively deemed to, and by operation of the Final Order shall, settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

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

Also, the Class Representatives and Class Members shall, upon entry of the Final Order, waive any and all provisions, rights, and benefits conferred by any law or of

any state or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable, or equivalent in substance to Section 1542 of the California Civil Code.

- 9.5. Dismissal With Prejudice. The Class Action and all Released Claims shall be dismissed with prejudice.
- 9.6. No Impact on Prior Releases. The Released Claims in the Class Action shall not invalidate or impair any prior release of claims by any Class Members against any of the Released Parties.

10. ARTICLE 10 – Covenants

The Settling Parties covenant and agree as follows:

- 10.1. Cooperation. Defendants shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to identify Class Members and to implement the Plan of Allocation.
 - 10.1.1. Defendants or Defense Counsel shall work with the Recordkeeper to provide to the Settlement Administrator and/or Class Counsel within ten (10) business days of entry of the Preliminary Approval Order (1) the names and last known addresses of members of the Class, as compiled from reasonably accessible electronic records maintained by the Recordkeeper and (2) the social security numbers of Class members in order for the Settlement Administrator to perform a National Change of Address search to update out-of-date addresses.
 - 10.1.2. Defendants or Defense Counsel shall work with the Recordkeeper to provide to the Settlement Administrator and/or Class Counsel at least thirty (30) business days before the Fairness Hearing Plan participant data necessary to perform calculations pursuant to the Plan of Allocation.
 - 10.1.3. With respect to the Plan of Allocation data provided in Sections 10.1.1 and 10.1.2, the Plan's Recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this Section.
 - 10.1.4. Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper pursuant to Sections 10.1 and 10.2 solely for the purpose of providing notice and administering this Settlement and for no other purpose, and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.

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

11. ARTICLE 11 – REPRESENTATIONS AND WARRANTIES

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

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

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

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

12. ARTICLE 12 – NO ADMISSION OF LIABILITY

- 12.1. The Class Representatives, Class Counsel, and the Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants or Released Parties of any wrongdoing, fault, or liability whatsoever by any of Defendants or Released Parties, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding, and Defendants and Released Parties admit no wrongdoing or liability with respect to any of the allegations or claims in the Class Action. The Class Representatives, Class Counsel, and the Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, shall not constitute admissions of any liability of any kind, whether legal or factual.
- 12.2. The Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Plan, themselves, and members of the Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation such as the Class Action. Neither the facts nor the terms of this Settlement Agreement shall be used or offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Order.

13. ARTICLE 13 – CONDITIONS OF FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 13 being satisfied. The Settling Parties agree that if any of these conditions is not satisfied, then this Settlement Agreement is terminated (subject to Defendants' right to waive the condition set forth in Section 13.4), and the Class Action will, for all purposes with respect to the Settling Parties, revert to its status as of the Settlement Agreement Execution Date. In such event, Defendants will not be deemed to have consented to the class certification order referenced in Section 13.1, the agreements and stipulations in this Settlement Agreement concerning class definition or class certification shall not be used as evidence or argument to support a motion for class certification, and Defendants will retain all rights with respect to challenging class certification.

- 13.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Class for settlement purposes only (and Defendants will not object to this certification for settlement purposes only), the Settlement shall have been approved by the Court, the Court shall have entered the Final Order substantially in the form attached as Exhibit E hereto, and the Settlement Effective Date shall have occurred.
- 13.2. Finality of Settlement. The Settlement shall have become Final.

- 13.3. Resolution of CAFA Objections (If Any). In the event that any of the government officials who received a CAFA Notice object to and request modifications to the Settlement, the Class Representative and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modifications. In the event such objection(s) or requested modifications are not overcome, Defendants shall have the right to terminate the Settlement Agreement pursuant to Article 14.
- 13.4. Settlement Authorized by Independent Fiduciary. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Settling Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Otherwise, Defendants shall have the option to waive this condition, in which case such option is to be exercised in writing within ten (10) business days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

14. ARTICLE 14 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

- 14.1. The Settlement Agreement shall automatically terminate, and thereby become null and void, with no further force or effect if:
- 14.1.1. Under Section 3.1, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by the PTE 2003-39, (b) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39, and (c) Defendants do not exercise their option to waive this condition as provided in Section 13.4;
 - 14.1.2. The Preliminary Approval Order or the Final Order is not entered by the Court in substantially the form submitted by the Settling Parties or in a form that is otherwise agreed to by the Settling Parties;
 - 14.1.3. The Class is not certified as defined herein or in a form that is otherwise agreed to by the Settling Parties;
 - 14.1.4. This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever and the Settling Parties do not mutually agree to modify the Settlement Agreement in order to obtain the Court's approval or otherwise effectuate the Settlement; or

- 14.1.5. The Preliminary Approval Order or Final Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not mutually agree to any such modifications.
- 14.2. If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.
- 14.3. It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards.

15. ARTICLE 15 – CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

- 15.1. Except as set forth explicitly below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement, except that they may discuss the negotiations with the Class Members, the Independent Fiduciary, and the Settling Parties' auditors, tax, legal, and regulatory advisors, provided in each case that they (a) secure written agreements with such persons or entities that such information shall not be further disclosed to the extent such persons are not already bound by confidentiality obligations at least as restrictive as those in this Article 15 and that would otherwise cover the Settlement Agreement, and (b) comply with this Article 15 in all other respects.
- 15.2. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Class Action or the Settlement that disparages any Released Party; provided, however, that this prohibition does not preclude Class Counsel from restating the allegations made in the Complaint for purposes of the motion for preliminary approval of the Settlement, motion for final approval of the Settlement, or the request for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.
- 15.3. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not issue any press release regarding the Settlement, advertise the

Settlement, affirmatively contact any media sources regarding the Settlement, or, if contacted by any media sources regarding the settlement, provide any comment other than that the matter has been resolved to the satisfaction of the parties.

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

16. ARTICLE 16 – GENERAL PROVISIONS

- 16.1. The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.
- 16.2. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding.
- 16.3. Defendants deny all allegations of wrongdoing. Defendants believe that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA, including the fiduciary-duty and prohibited-transaction provisions of ERISA.
- 16.4. Neither the Settling Parties, Class Counsel, the Released Parties, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (b) the determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for, or

liability whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.

- 16.5. The Released Parties shall not have any responsibility for or liability whatsoever with respect to the Plan of Allocation, including, but not limited to, the determination of the Plan of Allocation or the reasonableness of the Plan of Allocation.
- 16.6. The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, the Released Parties, Defense Counsel, Class Counsel, and the Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in the Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.
- 16.7. Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each such Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit) related to such tax liability.
- 16.8. Only Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request. Any action by Class Counsel to monitor or enforce the Settlement Agreement shall be done without additional fee or reimbursement of expenses beyond the Attorneys' Fees and Costs determined by the Court.
- 16.9. This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Missouri state law.

- 16.10. The Settling Parties agree that the Court has personal jurisdiction over the Class and Defendants and shall maintain personal and subject-matter jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—may be filed in the U.S. District Court for the Western District of Missouri, or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.
- 16.11. Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 16.12. Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 16.13. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
- 16.14. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 16.15. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be Exhibit A – Long Form Settlement Notice; Exhibit B – Short Form Settlement Notice; Exhibit C – Plan of Allocation; Exhibit D – Preliminary Approval Order; Exhibit E – Final Approval Order; Exhibit F – Form of CAFA Notice.
- 16.16. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the

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

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

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

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

16.17.3. Gender. Definitions apply to the masculine, feminine, and neuter genders of each term defined.

16.17.4. References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided herein.

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

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

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

IF TO CLASS REPRESENTATIVES:

James A. Bloom
Schneider Wallace Cottrell Kim LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Tel.: 415.421.7100
jbloom@schneiderwallace.com

IF TO THE EVERGY DEFENDANTS:

Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS LLP
2222 Market Street
Philadelphia, PA 19103
Tel: 215.963.5000
jeremy.blumenfeld@morganlewis.com

IF TO SAGEVIEW:

W. Glenn Merten
Faegre Drinker Biddle & Reath LLP
1500 K Street, NW, Suite 1100
Washington, DC 20005-1209
Tel: 202.230.5235
glenn.merten@faegredrinker.com

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

- 16.20. Entire Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties, and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits hereto. It specifically supersedes any settlement terms or settlement agreements relating to the Defendants that were previously agreed upon orally or in writing by any of the Settling Parties.
- 16.21. Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 16.22. Binding Effect. This Settlement Agreement binds and inures to the benefit of the Settling Parties hereto, their assigns, heirs, administrators, executors, and successors.
- 16.23. Destruction/Return of Confidential Information. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter, including e-mail attachments containing such materials, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Further, the Settling Parties agree that the preliminary and final lists of Class Members are

confidential and may be used only with respect to this Settlement, and no other purpose. Further, the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as confidential pursuant to this Section.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On Behalf of Plaintiffs, Individually and as Representatives of the Class:

Date: _____

Signed: _____

James A. Bloom
Schneider Wallace Cottrell Kim LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Tel.: 415.421.7100
jbloom@schneiderwallace.com

On Behalf of the Evergy Defendants:

Date: _____

Signed: _____

Jeremy P. Blumenfeld
MORGAN, LEWIS & BOCKIUS LLP
2222 Market Street
Philadelphia, PA 19103
Tel: 215.963.5000
jeremy.blumenfeld@morganlewis.com

On Behalf of SageView:

Date: _____

Signed: _____

W. Glenn Merten
Faegre Drinker Biddle & Reath LLP
1500 K Street, NW, Suite 1100
Washington, DC 20005-1209
Tel: 202.230.5235
glenn.merten@faegredrinker.com

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EXHIBIT A

EXHIBIT A

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

If you are or were a participant in, or beneficiary of, the Evergy, Inc. 401(k) Savings Plan, and invested in the American Century target date funds through the Plan from January 22, 2019, through the date of preliminary approval of the settlement, you may be a part of a class action settlement.

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY

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

A Federal Court authorized this notice (referred to herein as the “Long Form Settlement Notice”).

You are not being sued.

This is not a solicitation from a lawyer.

- The Court has given its preliminary approval to a proposed settlement (the “Settlement”) related to the **Evergy, Inc. 401(k) Savings Plan** (the “Plan”) as a result of a class action lawsuit brought by certain participants in the Plan against Evergy, Inc. (“Evergy”), the Administrative Committee of the Evergy, Inc. 401(k) Savings Plan, David A. Campbell, Terry Bassham, and SageView Advisory Group, LLC (collectively, “Defendants”), alleging violations of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Defendants deny any and all claims and liability, and nothing in the Settlement is an admission or concession on Defendants’ part of any fault, wrongdoing, or liability whatsoever.
- You are included as a Class Member if you were a participant in or a beneficiary of the Plan at any time from January 22, 2019, through **[[date]]**, the date of final approval of the Settlement, and invested in the American Century target date funds during that same period through the Plan.
- The Settlement will provide for a Gross Settlement Amount equal to **\$2,600,000** that will be allocated to eligible Class Members after any Court-approved deductions for all Attorneys’ Fees and Costs, Administrative Expenses, and Case Contribution Awards (together, “Settlement Payment”). Class Members with a positive balance (an “Active Account”) in the Plan as of the date of entry of the Preliminary Approval Order (referred to herein as “Current Participants”) will receive allocations deposited directly into their Plan accounts as long as they maintain a positive balance through the time Settlement monies are distributed. Class Members who do not have an Active Account as of the date of entry of the Preliminary Approval Order (referred to herein as “Former Participants”) will receive their allocation in the form of a check.
- The terms and conditions of the Settlement are set forth in the Settlement Agreement filed with the Court on May 6, 2026. Capitalized terms used in this Long Form Settlement Notice but not defined in this Long Form Settlement Notice have the meanings assigned to them in the Settlement Agreement. Certain other documents also will be posted on the Settlement Website at **www.XXXXXXXXXX.com**. You should visit the Settlement Website if you would like more information about the Settlement or the lawsuit. All papers filed in this lawsuit also are available, for a fee, via the Public Access to Court Electronic Records System (PACER), at <http://www.pacer.gov>, and may also be reviewed in person, as allowed by the Court, during regular business hours at the Office of the Clerk of the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS. YOU SHOULD CONTACT THE SETTLEMENT ADMINISTRATOR OR CLASS COUNSEL IF YOU HAVE ANY QUESTIONS ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

- Your rights and the choices available to you—and the applicable deadlines to act—are explained in this Long Form Settlement Notice. Please note that neither Evergy nor SageView, nor any employees or representatives of Evergy or SageView, may advise you as to what the best choice is for you or how you should proceed.
- The Court still must decide whether to give its final approval to the Settlement. Payments under the Settlement will be made only if the Court finally approves the Settlement, and that final approval is upheld in the event of any appeal.
- A Fairness Hearing (“Fairness Hearing”) will take place on [REDACTED], 2026, at [REDACTED] CT, before the Honorable Stephen R. Bough at the U.S. District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, to determine whether to grant final approval of the Settlement and approve the requested Attorneys’ Fees and Costs, Administrative Expenses, and Case Contribution Awards. The date and time of the Fairness Hearing are subject to change by court order, but any changes will be posted at www.XXXXXXXXXX.com. You should check this website to ensure that the date has not changed.
- Any objections to the Settlement, or to the requested Attorneys’ Fees and Costs, Administrative Expenses, or Case Contribution Awards, along with any supporting documents, must be mailed only to the Court at the address identified under Question 16, below.
- Further information regarding the litigation, the Settlement, and this Long Form Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, may be obtained at www.XXXXXXXXXX.com.

Please read this notice carefully. Your legal rights are affected whether you act or not.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU DO NOT HAVE TO DO ANYTHING	If you are or were a participant in the Plan at any time from January 22, 2019, through the granting of final approval of the Settlement, and were invested in the American Century target date funds through the Plan, you may be eligible to receive a payment from the Settlement. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled.
YOU CAN OBJECT BY [REDACTED], 2026	You may write to the Court if you don't like the Settlement to explain why you object. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you objected to the Settlement.
YOU CAN ATTEND A HEARING ON [REDACTED], 2026	You may ask to speak in Court about the fairness of the Settlement if you notify the Court and counsel of your intent to appear at the hearing. If the Court approves the Settlement, you will get a share of the Settlement to which you are entitled, regardless of whether you spoke in Court about the fairness of the Settlement.

BASIC INFORMATION

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

A court authorized this Long Form Settlement Notice to let you know about a proposed settlement of a class action lawsuit called *Doll, et al. v. Evergy, Inc., et al.*, Case No. 4:25-cv-00043-SRB (the “Class Action”), brought on behalf of the Settlement Class, and pending in the United States District Court for the Western District of Missouri. This notice describes the Settlement. Please read this notice carefully. Your rights and options—and the deadlines to exercise them—are explained in this notice. Please understand that if you are a Settlement Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

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

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this lawsuit about?

Plaintiffs filed a class action complaint against Defendants on behalf of the Plan and a class of Plan participants, alleging certain claims for breach of fiduciary duty under the Employee Retirement Income Security Act of 1974 (“ERISA”). A complete description of Plaintiffs’ allegations is in the Second Amended Complaint, which is available on the Settlement Website at www.XXXXXXXXXX.com.

Defendants have denied and continue to deny any and all of Plaintiffs’ claims and allegations in their entirety. Defendants deny they are liable to Plaintiffs or the Settlement Class Members and further deny that Plaintiffs, Settlement Class Members, or the Plan have suffered any harm or damage for which any Defendant could or should be held responsible. Defendants assert that at all times their conduct was lawful. Defendants contend that the Plan has been managed, operated, and administered at all relevant times in compliance with ERISA and applicable regulations and in the best interests of Evergy’s employees and Plan participants.

4. Why is there a Settlement?

The Court has not decided this Class Action in favor of either side. Instead, both sides agreed to a settlement. By doing so, both sides avoid the cost and risk of a trial, and the affected Current and Former Participants will get a benefit that they would not have otherwise received if Plaintiffs had litigated the case and lost. The Class Representatives and their attorneys believe the Settlement is in the best interests of the Class Members and the Plan.

WHO'S INCLUDED IN THE SETTLEMENT?

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

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

All participants and beneficiaries of the Evergy, Inc. 401(k) Savings Plan who invested in any of the American Century Target Date Funds (excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan) during the Class Period.

The “**Class Period**” is defined as January 22, 2019, through the date the Court enters the Final Approval Order.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Under the Settlement, Defendants and/or their insurers will pay the Gross Settlement Amount of \$2,600,000 into the Qualified Settlement Fund to resolve the claims of the Settlement Class and the Plan. The Net Settlement Amount (e.g., the Gross Settlement Amount less any Court-approved Attorneys’ Fees and Costs, Administrative Expenses, Case Contribution Awards, and taxes) will be allocated to Class Members according to a Plan of Allocation to be approved by the Court (as explained further under Question 7 below). Allocations to Current Participants who are entitled to a payment under the Plan of Allocation will be made into their existing accounts in the Plan. Former Participants, if entitled to a payment, will receive their payment in the form of a check.

All Settlement Class Members will fully release the Released Parties from all Released Claims. The Released Parties include (a) each Defendant; (b) Defendants’ insurers, co-insurers, and reinsurers; (c) Defendants’ direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, Successors-In-Interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, and heirs (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants’ past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) the Plan and the Plan’s current and past fiduciaries (with the exception of the Independent Fiduciary), administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, trustees, advisors, insurers, and parties-in-interest; and (e) Defendants’ independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them.

Generally, the release means that Settlement Class Members will not have the right to sue the Released Parties for conduct during the Class Period arising out of or relating to the allegations in the lawsuit or the Released Claims. The entire release language is set forth in the Settlement Agreement, which is available at www.XXXXXXXXXX.com.

7. How much will my distribution be?

The amount, if any, allocated to you will be based upon records maintained by the Plan's Recordkeeper. Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation. The Plan of Allocation will be available on the Settlement Website at www.XXXXXXXXXX.com prior to the Fairness Hearing.

The Net Settlement Amount will also depend on the amount of any Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards that are awarded by the Court, as these will be paid out of the Qualified Settlement Fund. Class Counsel will file a motion for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards. This motion will be considered at the Fairness Hearing. Class Counsel will limit their application for Attorneys' Fees to not more than **one-third** of the Gross Settlement Amount (a maximum amount of **\$866,666.67**). In addition, Class Counsel will seek compensation for the Class Representatives in the form of a Case Contribution Award in an amount not to exceed **\$10,000** for each of the three Class Representatives. The Court will determine the amount of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards that will be awarded, if any. All papers filed in this Class Action, including Class Counsel's motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards, will be available for review via the Public Access to Court Electronic Records System (PACER), available online at <http://www.pacer.gov>.

HOW TO GET BENEFITS

8. How do I get benefits?

Settlement Class Members do not have to submit claim forms to receive their allocated share of the Settlement Payment, which will be distributed automatically in the following manner if the Court approves the Settlement:

"Current Participants" are current Plan participants who have a positive balance in their Plan account as of the date Plan's recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants. The Settlement Payments for Current Participants will be deposited directly into their Plan accounts and will be invested in accordance with the Current Participant's current investment elections for new contributions as proportionately as reasonably practicable. If a Current Participant has no investment election in effect, then his or her Settlement recovery will be invested in the Plan's Qualified Default Investment Alternative. For payments to Current Participants into their Plan accounts, no taxes will be withheld.

"Former Participants" are individuals who had an active Plan account on or after January 22, 2019, but do not have a Plan account with a positive balance as of the date Plan's recordkeeper determines which of the Class Members are Current Participants and which Class Members are Former Participants. Former Participants will receive payment under the Settlement in the form of a check with taxes withheld (if applicable) and do not need to submit any paperwork to receive a payment under the Settlement. If, as of the date when distributions pursuant to this Settlement Agreement are made, a Current Participant no longer has an Active Account, they will receive their payment from the Settlement Administrator in the form of a check.

If your mailing address has changed, please contact the Settlement Administrator at [1-XXX-XXX-XXXX](tel:1-XXX-XXX-XXXX) to provide your current address and ensure your payment is sent there.

9. When will I get my payment?

The timing of the distribution of the Net Settlement Amount is conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court's Final Approval Order.

There will be no payments under the Settlement if the Settlement Agreement is terminated.

THE LAWYERS REPRESENTING YOU

10. Who represents the Class Members?

The Court has appointed as Class Counsel lawyers from the law firms of Schneider Wallace Cottrell Kim LLP and Walcheske & Luzi LLC. If you want to be represented by your own lawyer, you may hire one at your own expense.

In addition, the Court appointed Plaintiffs Derick L. Doll, Catherine M. Fluegel, and Joseph Nagle to serve as the Class Representatives. They are also Class Members. Subject to approval by the Court, Class Counsel has proposed that up to \$10,000 may be paid to each of the Class Representatives in recognition of the time and effort they expended on behalf of the Class Members. The Court will determine the proper amount of any such award. The Court may award less than the requested amount.

11. How will the lawyers be paid?

From the beginning of the case, which was filed on January 22, 2025, to the present, Class Counsel have not received any payment for their services in connection with this case, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for an award of Attorneys' Fees not to exceed \$866,666.67. The Court will determine the proper amount of any Attorneys' Fees and Costs to award Class Counsel.

YOUR RIGHTS AND OPTIONS

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

If the Court grants final approval of the Settlement, a final order and judgment dismissing the case will be entered in the Class Action. Once the appeal period expires or any appeal is resolved, payments under the Settlement will then be processed and distributed. All Class Members included in the Settlement will release and forever discharge the Released Parties from any and all Released Claims (as defined in the Settlement Agreement). Please refer to Sections 2.42 and 2.43 of the Settlement Agreement for a full description of the claims and persons that will be released upon final approval of the settlement.

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

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

13. What happens if I do nothing at all?

If you do nothing, you will release any Released Claims you may have against Released Parties. (See Question No. 14.) If you are an eligible Current Participant, Former Participant, Beneficiary, or Alternate Payee, you will receive payment as described in Question No. 7.

14. How do I get out of the Settlement?

If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of your objection to the Settlement. (See Question No. 16.) If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1) or (2), which does not permit Class Members to opt out of the Class.

15. Can I sue Evergy, SageView, and/or Other Defendants for the same claims later?

No. If the Court approves the Settlement, you will have waived any right to sue Defendants and the Released Parties for all Released Claims covered by this Settlement.

16. How do I object to the Settlement?

You can object to the Settlement if you don't like any part of it. If you object, you must give the reasons why you think the Court should not approve the Settlement. The Court will consider your views. Your objection to the Settlement must be postmarked no later than [REDACTED], 2026, and must be sent only to the Court at the addresses below:

Court
Clerk of the Western District of Missouri Charles Evans Whittaker U.S. Courthouse 400 E. 9th Street Kansas City, MO 64106

The objection must be in writing and include (a) the case name, *Doll, et al. v. Evergy, Inc., et al.*, Case No. 4:25-cv-00043-SRB (W.D. Mo.); (b) your name; (c) your address; (d) a statement that you are a Class Member; (e) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (f) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (g) your signature; and (h) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed and timely objections from Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection to the settlement, you or your attorney must say so in your written objection or file and serve a notice of intent to appear at the Fairness Hearing by [REDACTED], 2026.

THE COURT'S FAIRNESS HEARING

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

A Fairness Hearing has been set for [REDACTED], 2026, at [REDACTED] CT. The hearing will be conducted in person or virtually before the Honorable Stephen R. Bough at the U.S. District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106. At the hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs and the Case Contribution Award. You do not need to attend this hearing. You also do not need to attend to have an objection considered by the Court. (See Question No. 18.)

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

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

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

19. May I speak at the hearing?

If you are a Class Member, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. To do so, you must send a letter or other paper called a "Notice of Intent to Appear" to the Court. Be sure to include your name, address, telephone number, and your signature. Your "Notice of Intent to Appear" must be mailed to the Court at the addresses listed above by [REDACTED], 2026.

GETTING MORE INFORMATION

20. Where can I get additional information?

This Long Form Settlement Notice provides only a summary of the matters relating to the Settlement. For more detailed information, you may wish to review the Settlement Agreement. You can view the Settlement Agreement and get more information on the Settlement Website at www.XXXXXXXXXX.com. The Agreement and all other pleadings and papers filed in the case are available for inspection and copying during regular business hours at the Office of the Clerk of the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106.

If you would like additional information, you can also call [REDACTED].

PLEASE DO NOT CONTACT THE COURT, THE JUDGE, EVERGY, SAGEVIEW, OR DEFENSE COUNSEL WITH QUESTIONS ABOUT THE SETTLEMENT.

EXHIBIT B

EXHIBIT B

Doll, et al. v. Evergy, Inc., et al.
c/o Analytics Consulting, LLC
[Administrator address]

[Postage Prepaid]

COURT-ORDERED LEGAL NOTICE

*This Notice may affect your legal rights.
Please read carefully.*

Important Legal Notice Authorized by the United States District Court for the Western District of Missouri.

Name
Address
City, State
Zip

If you were a participant in, or beneficiary of, the Evergy, Inc. 401(k) Savings Plan at any time since January 22, 2019, and invested in the American Century target date funds, your rights may be impacted by a proposed settlement of a class action lawsuit. Please visit the Settlement Website to review the Long Form Settlement Notice providing important details at www.XXXXXXXXXX.com.

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE CLASS ACTION.

Please visit [LINK] or call (xxx) xxx-xxxx for more information. A federal court has authorized this notice. This is not a solicitation from a lawyer. You are receiving this Class Action Settlement Notice (“Notice”) because the records of the Evergy, Inc. 401(k) Savings Plan, and each of its predecessor plans or successor plans, individually and collectively (the “Plan”), indicate that you were a participant in the Plan during the period from January 22, 2019, through [date of Preliminary Approval Order] (the “Class Period”), and invested in the American Century target date funds through the Plan.

This Notice advises you of basic information about your options. A Long Form Settlement Notice is available at [LINK].

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT

YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you currently have a positive account balance in the Plan and are a Settlement Class Member, or a Beneficiary or an Alternate Payee, any share of the Net Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (i.e., no longer a participant in the Plan), or a Beneficiary or an Alternate Payee who no longer has an account in the Plan, and are a Settlement Class Member, such funds shall be paid directly to you by the Settlement Administrator. It may take several months for the payments to be made.
YOU MAY OBJECT TO THE SETTLEMENT BY [REDACTED].	If you wish to object to any part of the Settlement, you may write to the Court about why you object to the Settlement. Address your objection to Clerk of the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106.
YOU MAY ATTEND THE FAIRNESS HEARING TO BE HELD ON [REDACTED].	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Fairness Hearing about the Settlement and present your objections to the Court. You may attend the Fairness Hearing even if you do not file a written objection, but you will only be allowed to speak at the Fairness Hearing if you file a Notice of Intent to Appear, as described in the answer to Question 19 of the Long Form Settlement Notice.

Do not contact the Court, the Judge, Evergy, SageView, or Defense Counsel with questions about the Settlement. All questions should be directed to Analytics Consulting, LLC, or Class Counsel, or you may visit the website listed herein.

EXHIBIT C

EXHIBIT C

PLAN OF ALLOCATION

I. DEFINITIONS

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

II. CALCULATION OF ALLOCATION AMOUNTS

A. Per Section 3.3.3 of the Settlement Agreement, Defendants or Defense Counsel shall work with the Recordkeeper to provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Settlement Amount to be distributed to each Class Member in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation are as follows: the determination of whether, as of the date of determination, the Class Member has a balance in their Plan account greater than \$0; the balances of each Class Member's Plan account invested in any of the American Century target date funds as of January 22, 2019 and at the end of each fiscal quarter (on a calendar-year basis) from January 22, 2019, through a date that is reasonably close to the date on which the Court issues its Final Approval Order,.

C. The Net Settlement Amount will be allocated by:

1. Determining the sum of each Class Member's (including any Beneficiary of a deceased Class Member and any Alternate Payee of a Class Member) opening Plan account balance invested in any of the American Century target date funds as of January 22, 2019 plus each such Class Member's quarter-end account balances in the American Century target date funds during the Class Period, to arrive at each Class Member's "Total Balance" for the Class Period ;
2. Determine the sum of Total Balances for all Class Members ("Total Balance For The Class")
3. Dividing each C Class Member's Total Balance by the Total Balances For The Class to arrive at each Class Member's Preliminary Entitlement Percentage.

4. The Settlement Administrator shall next multiply each Class Member's Preliminary Entitlement Percentage by the Net Settlement Amount, with the product representing the Class Member's Preliminary Entitlement Amount (*i.e.*, Preliminary Entitlement Amount = Preliminary Entitlement Percentage x Net Settlement Amount).
5. The Settlement Administrator shall identify all Former Participants whose Preliminary Entitlement Amount is less than \$10 (the "No Payment Group"). Next, the Settlement Administrator shall repeat Step Two above, this time excluding the Total Balances for the No Payment Group from the Total Balance for the Class, to arrive at the Final Entitlement Percentage for each remaining Class Member (*i.e.*, Final Entitlement Percentage = [positive Total Balance for each Class Member not in the No Payment Group] ÷ [Total Balance For The Class minus the Total Balance for the No Payment Group]).
6. Finally, the Settlement Administrator shall multiply the Final Entitlement Percentage for each Class Member not included in the No Payment Group by the Net Settlement Amount, with the product representing each such Class Member's "Final Entitlement Amount."

D. Settlement Class Members With Active Accounts in the Plan. Final Entitlement Amounts for Class Members with an Active Account (an account with a positive balance as of the date Final Entitlement Amounts are deposited into the Plan) will be deposited into the Plan for allocation by the Recordkeeper. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. No later than the distribution of the Final Entitlement Amounts into the Plan, the Settlement Administrator will provide this Plan of Allocation, and the information/data needed for allocating into each Class Member's existing account under the Plan their respective Final Entitlement Amount., to the Plan's recordkeeper. If a Class Member with an Active Account has a valid investment election on file with the Recordkeeper for new contributions as of the date Final Entitlement Amounts are being deposited into the Plan, the Recordkeeper shall invest each Class Member's Final Entitlement Amount pursuant to that Class Member's investment elections in effect for new contributions (unless that Plan account has been closed in the intervening period

following calculation of the Final Entitlement Amount, in which case that Class Member will receive any allocation in accordance with II.E, below). Otherwise, the Class Member's Final Entitlement Amount shall be invested in the Plan's Qualified Default Investment Alternative(s) as designated by the Plan, and if the Plan has not designated any default investment option(s), in a target date fund commensurate with the Class Member's retirement age or similar fund under the Plan. No taxes will be withheld from these payments.

E. Settlement Class Members Without Active Accounts Under the Plan. Former Participants shall be paid directly by the Settlement Administrator by check with taxes withheld (if applicable). Checks issued to Former Participants pursuant to this paragraph shall be valid for one hundred eighty (180) calendar days from the date of issue.

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

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

H. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, plus any subsequent period during which the Settlement Administrator attempts to locate a Former Participant whose check remains uncashed as of the end of the 180-day period described in E. above,, any amount remaining in the Qualified Settlement Fund shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that might otherwise be charged to the Plan's participants. Unless otherwise expressly provided for in the Settlement Agreement, no part of the Qualified Settlement Fund may be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant.

I. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Class Members, including Former Participants.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

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

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EXHIBIT D

EXHIBIT D

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

DERICK L. DOLL, et al.,

Plaintiffs,

v.

EVERGY, INC., et al.,

Defendants.

Case No. 4:25-cv-00043-SRB

ELECTRONICALLY FILED

**[PROPOSED] ORDER ON PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**

This litigation (the “Class Action”) arose out of claims of alleged breaches of fiduciary duties in violation of the Employee Retirement Income Security Act of 1974 (“ERISA”) asserted against Evergy, Inc., the Administrative Committee of the Evergy, Inc. 401(k) Savings Plan, David A. Campbell, Terry Bassham, and SageView Advisory Group, LLC (collectively, “Defendants”), relating to the management of the Evergy, Inc. 401(k) Savings Plan (the “Plan”).

Presented to the Court for preliminary approval is a Settlement of the Class Action as against all Defendants. The terms of the Settlement are set out in a Settlement Agreement executed by Class Counsel and Defense Counsel. Except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to them in the Settlement Agreement.

Upon reviewing the Settlement Agreement and the papers submitted in connection with the Motion for Preliminary Approval, and good cause appearing therefore,

It is hereby ORDERED as follows:

1. Preliminary Findings Regarding Proposed Settlement: The Court preliminarily finds that:

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

B. The Settlement was negotiated after Schneider Wallace Cottrell Kim LLP and Walcheske & Luzi LLC, ("Class Counsel") had received pertinent information and documents from Defendants;

C. Class Counsel and Derick L. Doll, Catherine M. Fluegel, and Joseph Nagle, collectively ("Class Representatives") have submitted declarations in support of the Settlement; and

D. Considering the relevant Eighth Circuit factors, the Settlement is sufficiently fair, reasonable, and adequate to warrant sending notice of the Settlement to the Settlement Class.

2. Fairness Hearing: A hearing will be held on [a date no sooner than one hundred twenty (120) calendar days after the date of the Preliminary Approval Order], in the U.S. District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, Courtroom 7B, before the undersigned United States District Judge, to determine, among other issues:

A. Whether the Court should approve the Settlement as fair, reasonable, and adequate, and the release of the Released Claims covered by the Settlement;

B. Whether the Court should enter the Final Approval Order; and

C. Whether the Court should approve any motion for Attorneys' Fees and Costs, Administrative Expenses (including a reserve for future anticipated Administrative Expenses), and Case Contribution Awards.

3. Settlement Administrator: The Court approves and orders that Analytics Consulting, LLC shall be the Settlement Administrator responsible for carrying out the responsibilities set forth in the Settlement Agreement.

- A. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.
- B. The Settling Parties shall have the right to approve a written protocol to be provided by the Settlement Administrator concerning how the Settlement Administrator will maintain, store, and dispose of information provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.

4. Class Certification: The following Class has previously been certified pursuant to Fed. R. Civ. P. 23(b)(1). (See Order ECF No. 112). The Class consists of:

[a]ll participants and beneficiaries of the Evergy, Inc. 401(k) Plan who invested in any of the American Century Target Date Funds (excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan) during the Class Period.

The Class is a non-opt out class certified under Federal Rule of Civil Procedure 23(b)(1). (*Id.*) The Class Period is defined as January 22, 2019, through the date the Court enters the Preliminary Approval Order. (*Id.*, at n.4.)

5. Class Notice: The Settling Parties have presented to the Court the Short Form Settlement Notice, which is the proposed form of notice regarding the Settlement for mailing to Class Members.

A. The Court approves the text of the Short Form Settlement Notice and the Long Form Settlement Notice and finds that the proposed forms and content therein fairly and adequately:

- i. Summarize the claims asserted;
- ii. Describe the terms and effect of the Settlement;
- iii. Notify the Class members that Class Counsel will seek compensation from the Qualified Settlement Fund for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards;
- iv. Give notice to the Class of the time and place of the Fairness Hearing and Class Members' right to appear; and
- v. Describe how the recipients of the Class Notice may object to the Settlement, or any requested Attorneys' Fees and Costs, Administrative Expenses, or Case Contribution Awards.

B. Pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, the contents of the Long Form Settlement Notice and the sending to the last known email address or, if no known email address (or where a known email address is determined to be invalid), then mailed by first-class mail to the last known mailing address the Short Form Settlement Notice constitute the best notice practicable under the circumstances, provide due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and comply fully with the requirements of Federal Rule of Civil Procedure 23 and due process.

C. The Settlement Administrator shall send to the last known email address or, if no known email address (or where a known email address is determined to be invalid), then mailed by first-class mail to the last known mailing address, the appropriate Short Form Settlement Notice to each Class Member within forty-five (45) calendar days of the date of this Order, based on data provided by the Plan's Recordkeeper. The Short Form Settlement Notice shall be sent to

the last known email address or physical address of each Class Member provided by the Plan's Recordkeeper (or its designee) unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by the Plan's Recordkeeper (or its designee). The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Short Form Settlement Notice is returned and resend such documents one additional time.

D. On or before the date that the Short Form Settlement Notice is sent to the Settlement Class, the Settlement Administrator shall establish a Settlement Website and telephone support line as provided by the Settlement Agreement. The Settlement Administrator shall post a copy of the Long Form Settlement Notice on the Settlement Website.

6. Approval of CAFA Notice: The Court approves the form of the CAFA Notice attached as Exhibit F to the Settlement Agreement and orders that upon mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.

7. Objections to Settlement: Any objections to any aspect of the Settlement shall be heard, and any papers submitted in support of said objections shall be considered by the Court at the Fairness Hearing if they have been timely and properly filed with the Clerk of Court. To be timely, the objection and any supporting documents must be sent to the Court at least fourteen (14) calendar days prior to the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate within the time limitation set forth above.

8. Responses to Objections and Final Approval Motion: Any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing, and Class Counsel shall file a motion for entry of the Final Approval Order (as defined

in the Settlement Agreement) at least fourteen (14) calendar days before the Fairness Hearing. Class Counsel shall file their motion seeking approval of the Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Award no later than twenty-eight (28) days prior to the Fairness Hearing.

9. No Claims Pending Final Approval Order: Until this Court determines whether or not to finally approve the Settlement Agreement, no Class Member may directly, through representatives, or in any other capacity commence any action or proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, and/or the Plan as set forth in the Settlement Agreement.

10. Continuance of Hearing: The Court may adjourn, modify, or continue the Fairness Hearing without further direct notice to the Class Members, other than by notice via the Court's docket or the Settlement Website.

IT IS SO ORDERED.

Dated: _____

Hon. Stephen R. Bough
United States District Judge

EXHIBIT E

EXHIBIT E

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI**

DERICK L. DOLL, et al.,

Plaintiffs,

v.

EVERGY, INC., et al.,

Defendants.

Case No. 4:25-cv-00043-SRB

ELECTRONICALLY FILED

**[PROPOSED] ORDER ON PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

Upon consideration of Plaintiffs' Motion for Final Approval of the Class Action Settlement in the above-captioned matter, the Court hereby orders and finds as follows:

1. For purposes of this Final Approval Order, except as otherwise defined herein, all capitalized terms used herein shall have the same meaning as are ascribed to them in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter of the Class Action and personal jurisdiction over all parties to the Class Action, including all members of the Settlement Class.

3. The following Settlement Class was certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure by Order of this Court on October 14, 2025 (ECF No. 112):

[a]ll participants and beneficiaries of the Evergy, Inc. 401(k) Plan who invested in any of the American Century Target Date Funds (excluding the Defendants or any participant/beneficiary who is a fiduciary to the Plan) during the Class Period.

The Class is a non-opt out class certified under Federal Rule of Civil Procedure 23(b)(1). (*Id.*) The Class Period is defined as the period from January 22, 2019, through the date of entry of the Final Approval Order.

4. Pursuant to Rule 23(e)(2), the Court hereby approves and confirms the Settlement and the terms therein, including the release of the Released Claims, as being fair, reasonable, and adequate to the Plan and the Class Members.

5. The Court hereby approves the Settlement and orders that the Settling Parties take all necessary steps to effectuate the terms of the Settlement Agreement.

6. In accordance with the Court's orders, and as reflected in the information from the Settlement Administrator, the Short Form Settlement Notices were timely distributed by email or first-class mail to all Class Members who could be identified with reasonable effort. In addition, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.* ("CAFA"), notice was provided to the Attorneys General for each of the states in which a Class Member resides and the Attorney General of the United States.

7. The form and methods of notifying the Class Members of the terms and conditions of the proposed Settlement Agreement met the requirements of Rules 23(c)(2) and (e) and due process, and constituted the best notice practicable under the circumstances; and due and sufficient notices of the Fairness Hearing and the rights of all Class Members have been provided to all people, powers, and entities entitled thereto, and the requirements of Rule 23 and due process have been met.

8. The Court finds that the Settlement is fair, reasonable, and adequate, based on the following findings of fact, conclusions of law, and determinations of mixed fact/law questions:

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

B. The Settlement was negotiated after Class Counsel had received pertinent information and documents from Defendants;

C. The Settling Parties were well positioned to evaluate the value of the Class Action;

D. If the Settlement had not been achieved, both Plaintiffs and Defendants faced the expense, risk, and uncertainty of extended litigation;

E. The amount of the Settlement (\$2,600,000), and the award and approval of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards, are fundamentally fair, reasonable, and adequate. The Settlement amount is within the range of reasonable settlements that would have been appropriate in this case, based on the nature of the claims, the potential recovery, the risks of litigation, and settlements that have been approved in other similar cases;

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

G. Class Members had the opportunity to be heard on all issues regarding the Settlement and release of claims by submitting objections to the Settlement Agreement to the Court; and

H. There were objections to the settlement. The Court has considered those objections, and they do not affect the Court's determination that the Settlement is fair, reasonable, and adequate. Accordingly, the Court overrules them with prejudice.

I. The Settlement was reviewed by an Independent Fiduciary who has approved the Settlement on behalf of the Plan.

9. The Motion for Final Approval of the Settlement Agreement is hereby **GRANTED**. The Settlement of the Class Action is **APPROVED** as fair, reasonable, and adequate to the Plan

and the Class. The Motion for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards is hereby **GRANTED**.

10. The Class Action and all Released Claims asserted therein, whether asserted by the Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan, are dismissed with prejudice, without costs to any of the Settling Parties other than as provided for in the Settlement Agreement.

11. The Class Representatives and each Class Member and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns shall be (1) conclusively deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims; and (2) barred and enjoined from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now knows or believes to be true with respect to the Class Action and the Released Claims; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members actually received the Short Form Settlement Notice; whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

12. The Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys,

predecessors, successors, and assigns) on behalf of the Plans shall be (1) conclusively deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants and the Released Parties from all Released Claims; and (2) barred and enjoined from suing Defendants or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those that the Class Member or Class Counsel now knows or believes to be true with respect to the Class Action and the Released Claims; whether or not such Class Members actually received the Short Form Settlement Notice; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Awards; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

13. The Class Representatives and each Class Member shall release Defendants, the Released Parties, Defense Counsel, the Plan, and Class Counsel from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and from all tax liability and associated penalties and interest, as well as related attorneys' fees and expenses, even if any Class Member may thereafter discover facts in addition to or different from those that the Class Member or Class Counsel now knows or believes to be true with respect to the Class Action and the Released Claims; whether or not such Class Members actually received the Short Form Settlement Notice; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees

and Costs, Administrative Expenses, and Case Contribution Awards; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

14. The Court finds that it has subject-matter jurisdiction over the claims herein and personal jurisdiction over the Defendants and the Class Members pursuant to the provisions of ERISA and expressly retains that jurisdiction for purposes of enforcing and interpreting this Final Approval Order and/or the Settlement Agreement.

15. The Court determines that the Settlement is not part of an agreement, arrangement, or understanding designed to benefit a party in interest, but rather is designed and intended to benefit the Plan, and the Plan's participants and beneficiaries.

16. Accordingly, the Court determines that the negotiation and consummation of the Settlement by Plaintiffs on behalf of the Plan and the Class do not constitute "prohibited transactions" as defined by ERISA §§ 406(a) or (b), 29 U.S.C. §§ 1106(a) or (b). Further, the Court finds that, in light of the analysis and opinion provided by the Independent Fiduciary, to the extent any of the transactions required by the Settlement constitutes a transaction prohibited by ERISA § 406(a), 29 U.S.C. §§ 1106(a), such transactions satisfy the provisions of Prohibited Transaction Exemption 2003-39. 68 Fed. Reg. 75632 (2003).

17. The Court finds that all applicable CAFA requirements have been satisfied.

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

19. With respect to any matters that arise concerning the implementation of distributions to Class Members who are current participants in the Plan (after allocation decisions have been made by the Settlement Administrator in its sole discretion pursuant to the Plan of

Allocation), all questions not resolved by the Settlement Agreement shall be resolved by the Plan Administrator or other fiduciaries of the Plan in accordance with applicable law and the governing terms of the Plan.

20. Within twenty-one (21) calendar days following the issuance of all Settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defense Counsel a list of each person who received a Settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

21. Upon the entry of this Final Approval Order and the Settlement Effective Date under the Settlement Agreement, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and by this Final Approval Order.

IT IS SO ORDERED.

Dated: _____

Hon. Stephen R. Bough
United States District Judge

EXHIBIT F

EXHIBIT F

<<Date>>
<<Name1>>
<<Name2>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>>, <<St>> <<Zip>>

Re: *Doll, et al. v. Evergy, Inc., et al.*
Case No. 4:25-cv-00043-SRB (W.D. Mo.)

Notice Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

Analytics Consulting, LLC, settlement administrator, on behalf of SageView Advisory Group, LLC; Evergy, Inc.; the Administrative Committee of the Evergy, Inc. 401(k) Savings Plan; David A. Campbell; and Terry Bassham (collectively, “Defendants”) in the above-captioned class action (the “Class Action”), hereby provides your office with this notice under the provisions of the Class Action Fairness Act (“CAFA”), 28 U.S.C. § 1711, *et seq.* Under 28 U.S.C. § 1715, this notice is to inform you of a proposed class action settlement of the Class Action, a lawsuit currently pending in the United States District Court for the Western District of Missouri, in which Plaintiffs alleged that Defendants breached their fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. § 1001, *et seq.*, in connection with the management of the Evergy, Inc. 401(k) Savings Plan (the “Plan”).

Plaintiffs filed a motion with the United States District Court for the Western District of Missouri on May 6, 2026, requesting preliminary approval of the proposed settlement. The court has not granted preliminary approval of the proposed settlement yet, nor has it scheduled a hearing for preliminary approval or final approval of the settlement.

In accordance with 28 U.S.C. § 1715(b), Defendants state as follows:

(1) The operative Complaint and any materials filed with the Complaint.

The operative complaint in the Class Action, as well as all attachments thereto, is contained on the enclosed flash drive in the folder labeled Tab 1. In addition, the complaint and all other pleadings and records filed in the Class Action are available on the internet through the federal government’s PACER service at <http://pacer.uscourts.gov>. Additional information about the PACER service may be found at <http://www.pacer.gov>.

(2) Notice of any scheduled judicial hearing in the Class Action.

The Court has scheduled a hearing on Plaintiffs' motion for preliminary approval of the Class Action for April 30, 2026. If any other hearings are scheduled, information concerning the date, time, and location of those hearings will be available through PACER and can be accessed as described in section (1) above.

(3) Any proposed or final notification to class members.

The proposed form of notices to class members, which provides notice of the proposed settlement and each class member's right to object to the settlement of the Class Action, is included on the enclosed flash drive in the folder labeled Tab 2. The court has not yet approved the proposed form of notices. Because the proposed settlement class would likely be certified under Rule 23(b)(1) of the Federal Rules of Civil Procedure, the notices explain that there is no right to request exclusion from the settlement. Any revisions to the proposed notices as approved by the Court, and all other pleadings and records filed in the Class Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

(4) Any proposed or final class action settlement.

The parties' proposed class action settlement agreement ("Settlement Agreement") is included on the enclosed flash drive in the folder labeled Tab 3. The court has not yet granted preliminary or final approval of the settlement. Any revisions to the Settlement Agreement as approved by the Court, and all other pleadings and records filed in the Class Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

(5) Any settlement or other agreement contemporaneously made between class counsel and counsel for Defendants.

There are no additional agreements between class counsel and counsel for Defendants, other than those reflected in the Settlement Agreement.

(6) A final judgment or notice of dismissal.

No final judgment or notice of dismissal has been entered in the Class Action. Upon entry, a copy of the Court's final order and judgment will be available through PACER and can be accessed as described in section (1) above.

(7) Names of class members who reside in each state and the estimated proportionate share of the claims of such members to the entire settlement.

A list of the names of class members who reside in each state, based on the last mailing address known to Defendants, is included in Tab 4 of the enclosed flash drive. The specific settlement allocation to each class member will be determined by the settlement administrator according to a court-approved formula. As a result, we do not yet know how much each class member will receive, and it is not feasible to determine the estimated proportionate share of the claims of the class members who reside in each state to the entire settlement. Upon final approval of the court, the settlement proceeds will be distributed among the class members according to the Plan of Allocation, filed with the Settlement Agreement as Exhibit C.

(8) Any written judicial opinion relating to the materials described in sections (3) through (6).

No written judicial opinions have been issued relating to the proposed settlement as of this time. Any orders on preliminary approval or final approval of the settlement, and all other pleadings and records filed in the Class Action, are available on the internet through the federal government's PACER service and can be accessed as described in section (1) above.

Because certain documents on the enclosed flash drive contain confidential information, it has been encrypted and password protected. Decryption instructions and the password will be sent under separate cover.

Thank you for your attention to this matter.

Sincerely,

[[*Signatory information*]]

Enclosures