

# **Exhibit 1**

EXECUTION VERSION

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**STIPULATION AND AGREEMENT OF SETTLEMENT**

This Stipulation and Agreement of Settlement (the “Stipulation”) is made and entered into by and between Carpenters Pension Trust Fund for Northern California, Carpenters Annuity Trust Fund for Northern California (together, “Northern California Carpenters” or “Lead Plaintiffs”) and named plaintiff City of Providence (“Providence” and, together with Northern California Carpenters, “Class Representatives”), on behalf of themselves and each of the members of the certified Class (defined below), on the one hand, and The Allstate Corporation (“Allstate” or the “Company”), Thomas J. Wilson and Matthew E. Winter (collectively, the “Defendants”), on the other hand, by and through their counsel of record in the above-captioned litigation (the “Action”) pending in the United States District Court for the Northern District of Illinois (the “Court”). This Stipulation is intended by the parties to this Stipulation (the “Parties”) to fully, finally, and forever resolve, discharge, relinquish, release, waive and dismiss with prejudice, and without costs (except as provided in the Stipulation), the Released Claims (defined below), upon and subject to the terms and conditions hereof and subject to the Court’s approval.

**WHEREAS:**

A. All words or terms used herein that are capitalized shall have the meaning ascribed to those words or terms as set forth herein and in ¶ 1 hereof, entitled “Definitions.”

B. On November 10, 2016, the initial complaint in *City of St. Clair Shores Police and Fire Retirement System v. The Allstate Corporation et al.*, No. 16-cv-10510-RWG, was filed in the United States District Court for the Northern District of Illinois. ECF No. 1.

C. On January 9, 2017, motions to appoint a lead plaintiff and to approve lead plaintiff’s selection of counsel were filed by two movants. ECF Nos. 23, 26.

D. On January 17, 2017, the Court issued an order appointing Northern California Carpenters as Lead Plaintiffs and approving their selection of Labaton Sucharow LLP as Lead Counsel for the Class (“Lead Counsel”) and Pomerantz LLP as Liaison Counsel for the Class. ECF No. 35.

E. Lead Plaintiffs filed the Consolidated Class Action Complaint on March 30, 2017 (the “Complaint”), alleging violations of §§10(b) and 20(a) of the Securities and Exchange Act of 1934 (“Exchange Act”). ECF No. 50.

F. On June 1, 2017, Defendants moved to dismiss the Complaint. ECF Nos. 54-56. On February 27, 2018, the Court issued a Memorandum Opinion and Order denying Defendants’ motion to dismiss. ECF No. 67. Thereafter, on March 27, 2018, Defendants filed their answer to the Complaint, denying all allegations of wrongdoing or damages and asserting affirmative defenses. ECF No. 70.

G. On June 22, 2018, Lead Plaintiffs moved for class certification, appointment of Northern California Carpenters and Providence as class representatives, and appointment of Lead Counsel as class counsel. ECF No. 88.

H. On September 6, 2018, Lead Plaintiffs moved to amend the Consolidated Class Action Complaint to add Providence as a named plaintiff. ECF No. 102. During a September 12, 2018 hearing, the Court granted Lead Plaintiffs' motion to amend (ECF No. 105) and Lead Plaintiffs filed the operative Second Amended Consolidated Class Action Complaint ("Second Amended Complaint") that same day (ECF No. 106).

I. Defendants opposed Lead Plaintiffs' class certification motion on October 5, 2018. ECF No. 125.

J. On October 11, 2018, Defendants filed their answer to the Second Amended Complaint. ECF No. 132.

K. On November 19, 2018, Lead Plaintiffs filed a reply in further support of their class certification motion. ECF No. 142. On December 6, 2018, Defendants moved for leave to file a surreply. ECF. No. 147. On December 10, 2018, Lead Plaintiffs filed an opposition to Defendants' motion for a surreply or, in the alternative, for leave to file a response to Defendants' proposed surreply. ECF No. 149. During a December 12, 2018 hearing, the Court granted Defendants leave to file a surreply and granted Lead Plaintiffs leave to file a response. ECF Nos. 151, 155.

L. On March 26, 2019, the Court granted Lead Plaintiffs' class certification motion. ECF No. 172. On April 9, 2019, Defendants filed a petition for permission to appeal the Court's class certification order under Fed. R. Civ. P. 23(f) in the Seventh Circuit Court of Appeals. 7th Cir. Dkt. 19-8009, ECF No. 1. Lead Plaintiffs opposed that petition on April 18, 2019 (*id.* at ECF No. 8) and Defendants filed a reply in further support of their petition on April 23, 2019 (*id.* at ECF No. 11). The Seventh Circuit granted Defendants' petition on April 25, 2019. *Id.* at ECF No. 12.

M. On May 7, 2019, Defendants filed in this Court a motion to stay discovery in light of their appeal of the Court's class certification order. ECF No. 187. Lead Plaintiffs opposed that motion on May 14, 2019 (ECF No. 189) and Defendants filed a reply in further support of their motion on May 21, 2019 (ECF No. 192). During a hearing on June 18, 2019, the Court denied Defendants' motion to stay discovery. ECF No. 206.

N. On June 10, 2019, Defendants filed their appellate brief. 7th Cir. Dkt. 19-1830 at ECF Nos. 15-16. Lead Plaintiffs filed their appellees' brief on July 10, 2019 (*id.* at ECF Nos. 18-19) and the argument took place on September 18, 2019 (*id.* at ECF No. 30).

O. On July 16, 2020, the Seventh Circuit issued an opinion affirming this Court's class certification order in part and vacating and remanding it in part. 7th Cir. Dkt. No. 32. On September 18, 2020, the Court ordered the Parties to file their lists of the class certification issues remaining to be decided (ECF No. 318), which the Parties submitted on October 5, 2020 (ECF Nos. 319-20). On October 5, 2020, the Court ordered the Parties to submit supplemental class certification briefing. ECF No. 321. Defendants filed their supplemental brief on October 28, 2020 (ECF No. 324), Class Representatives filed their response on November 20, 2020 (ECF No. 336), and Defendants filed their reply on December 8, 2020 (ECF No. 342).

P. On December 21, 2020, the Court issued its second order granting class certification. ECF No. 348. On January 4, 2021, Defendants filed a petition to appeal that order in the Seventh Circuit. 7th Cir. Dkt. 21-8002 at ECF No. 1. Class Representatives filed their response to the petition on January 20, 2021 (*id.* at ECF No. 10) and, on January 27, 2021, Defendants filed a reply in further support of their petition (*id.* at ECF No. 13). On January 28, 2021, the Seventh Circuit denied Defendants' petition. ECF No. 14.

Q. On February 19, 2021, Class Representatives filed an unopposed motion for approval of the form and content of notices of pendency of the Action as a class action, and the methods for providing notice to the Class. ECF No. 368. On February 20, 2021, the Court entered orders approving Class Representatives' notice of pendency program, which included a postcard Notice of Pendency of Class Action that was mailed by first-class mail (the "Class Notice") to all potential Class Members who the Class Representatives could identify, and publication of a Summary Notice of Pendency of Class Action. ECF Nos. 369-70.

R. Beginning on March 12, 2021, the Class Notice was mailed to potential Class Members and made available on the website created for the Action, [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com). ECF No. 419. On March 22, 2021, the publication Summary Notice was disseminated. *Id.* In addition to summarizing the status of the Action and proceedings to date, the Class Notice provided Class Members with the opportunity to request exclusion from the Class (*i.e.*, to "opt out"), explained that right, and set forth procedures for doing so. The Class Notice informed Class Members that if they did not request exclusion, they would remain a member of the Class, and that they would "be bound by all Court orders, whether favorable or unfavorable." *Id.* The deadline for mailing any requests for exclusion from the Class was May 11, 2021. Only three (3) requests for exclusion from the Class were received, of which only two (2) were valid. *Id.*

S. During the course of the Action, Class Representatives, through Class Counsel, engaged in an investigation of the claims that are the subject of the Action, as well as extensive fact and expert discovery. The investigation included reviewing and analyzing: (i) documents filed publicly by the Company with the U.S. Securities and Exchange Commission ("SEC"); (ii) publicly available information, including press releases, news articles, and other public statements

issued by or concerning the Company and Defendants; (iii) research reports issued by financial analysts concerning the Company; (iv) other publicly available information and data concerning the Company; (v) interviews with former employees of the Company and third-parties with relevant knowledge; (vi) nearly 300,000 pages of documents produced by the Parties and relevant third parties; and (viii) taking or defending 35 depositions, including the depositions of Class Representatives, Class Representatives' investment advisors, numerous current and former employees of the Company, and the Parties' experts. The Parties also submitted 15 expert reports, including oppositions and replies thereto.

T. On March 4, 2021, Defendants filed motions to exclude the opinions and testimony proffered by all Class Representatives' experts in their entirety (ECF Nos. 371-78) and Class Representatives filed a motion to exclude certain opinions and testimony proffered by Defendants' experts (ECF No. 382). The Parties filed their oppositions to those motions on April 1, 2021 (ECF Nos. 391, 396, 400, 404) and replies in further support of those motions on April 12 and 22, 2021 (ECF Nos. 413, 415, 418). In addition, pursuant to a November 11, 2021 order issued by the Magistrate Judge assigned to the Action, Hon. Beth W. Judge Jantz (ECF No. 427), the Parties filed supplemental briefing on the motions on November 19, 2021 (ECF Nos. 428-29). On January 10, 2022, Magistrate Judge Jantz issued a report denying all of those motions except with respect to one opinion offered by Defendants' loss causation and damages expert, Paul J. Gompers. ECF No. 437. On January 24, 2022, Defendants filed an objection to Magistrate Judge Jantz's report (ECF No. 441), which Class Representatives opposed on February 7, 2022 (ECF No. 447). Defendants filed a reply in further support of their objection on February 14, 2022. ECF No. 451. On February 22, 2022, the Court issued an order adopting Magistrate Judge Jantz's report in its entirety. ECF No. 453.

U. On March 23, 2022, Defendants filed a motion for summary judgment, seeking dismissal of all claims alleged in the Action. ECF No. 456. Class Representatives opposed that motion on May 12, 2022. ECF No. 475. Defendants filed a reply in further support of their motion on June 13, 2022. ECF No. 487. On July 26, 2022, the Court issued an order granting in part and denying in part Defendants' summary judgment motion. ECF No. 492.

V. The Parties submitted a joint pretrial order on January 11, 2023. ECF No. 517. On January 10, 2023, Class Representatives filed a motion to bifurcate trial (ECF No. 510), Defendants filed a trial brief (ECF No. 503), and the Parties filed various motions *in limine* (ECF Nos. 507-509, 513-515). On January 20, 2023, the Parties filed oppositions to the motions *in limine*. ECF Nos. 520-524. On January 26, 2023, Defendants filed an opposition to Class Representatives' motion to bifurcate trial (ECF No. 531) and, on February 9, 2023, Class Representatives filed a reply in further support of that motion (ECF No. 533).

W. Following the submission of the Joint Pretrial Order, the Parties agreed to explore the possibility of a negotiated resolution of the Action and engaged the Hon. Layn R. Phillips (Ret.), a well-respected and highly experienced mediator and retired federal judge who had conducted two prior mediations in the Action. On June 28, 2023, a representative of Northern California Carpenters and counsel for all Parties met for a full day with Judge Phillips in an attempt to reach a settlement. That day, the Parties reached an agreement in principle to settle the Action and executed a Term Sheet.

X. Defendants have denied and continue to deny any wrongdoing or that they have committed any act or omission giving rise to any liability or violation of law, including the U.S. securities laws. Defendants have denied and continue to deny each and every one of the claims alleged by Class Representatives in the Action on behalf of the Settlement Class, including all

claims alleged in the operative Second Amended Class Action Complaint. Defendants deny that they made any material misstatements or omissions, deny that the Class suffered any damages, and deny that the Class was harmed by any conduct alleged in the Action. Defendants continue to believe that the claims asserted in the Action are without merit, and Defendants are entering into this Settlement solely to eliminate the burden, expense, and uncertainty of further litigation.

Y. This Stipulation, whether or not consummated, any proceedings relating to any settlement, or any of the terms of any settlement, whether or not consummated, shall in no event be construed as, or deemed to be evidence of, an admission or concession on the part of the Defendants, or any of them, with respect to any fact or matter alleged in the Action, or any claim of fault or liability or wrongdoing or damage whatsoever, or any infirmity in any defense that has been or could have been asserted.

Z. Class Representatives believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims asserted. However, Class Representatives and Class Counsel recognize and acknowledge the significant likely length and expense of continued proceedings necessary to prosecute the Action through trial and appeals. Class Representatives and Class Counsel also have taken into account the uncertain outcome and the risk of any litigation, both on merits and damage issues, especially in complex actions such as the Action, as well as the difficulties and delays inherent in such litigation. Class Counsel also are mindful of the inherent problems of proof and Defendants' asserted defenses to the claims alleged in the Action. Based on their evaluation, including during the course of the mediation efforts conducted by Hon. Layn R. Phillips (Ret.), Class Representatives and Class Counsel believe that the Settlement set forth in this Stipulation confers substantial monetary benefits upon the Class and is in the best interests of Class Representatives and the Class.

NOW THEREFORE, without any concession by Class Representatives that the Action lacks merit, and without any concession by Defendants of any liability, wrongdoing, or damages, or as to any lack of merit in their defenses, IT IS HEREBY STIPULATED AND AGREED, by and among the Parties to this Stipulation, through their respective attorneys, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties hereto, all Released Claims, as against all Released Parties, shall be fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed, with prejudice and without costs (except as provided in the Stipulation), upon and subject to the following terms and conditions:

**DEFINITIONS**

1. As used in this Stipulation, the following terms shall have the meanings set forth below. In the event of any inconsistency between any definition set forth below and any definition in any other document related to the Settlement, the definition set forth below shall control.

(a) “Action” means the civil action captioned *In re The Allstate Corporation Securities Litigation*, Case No. 16c-v-10510, pending in the United States District Court for the Northern District of Illinois before the Honorable Robert W. Gettleman.

(b) “Alternative Judgment” means a form of final judgment that may be entered by the Court in a form other than the form of Judgment provided for in this Stipulation, so long as none of the Parties hereto elects to terminate the Settlement by reason of such variance and instead, each Party consents to the form of Alternative Judgment.

(c) “Authorized Claimant” means a Class Member who submits a valid Claim Form to the Claims Administrator that is approved for payment from the Net Settlement Fund.

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

(e) “Claims Administrator” means A.B. Data, Ltd., which is the firm previously appointed to provide all notices approved by the Court to Class Members.

(f) “Class” or “Class Member” means all persons and entities that purchased the common stock of The Allstate Corporation from October 29, 2014 through August 3, 2015, inclusive, and who were damaged thereby. Excluded from the Class, by definition, are: (i) Allstate and its subsidiaries; (ii) the Individual Defendants, any trust they control or beneficially own, and their Immediate Families; (iii) the officers and directors of Allstate during the Class Period and their Immediate Families; (iv) the legal representatives, heirs, successors, or assigns of any excluded person or entity; and (v) any person or entity that requested exclusion from the Class in connection with the previously issued Class Notice.

(g) “Class Counsel” means Labaton Sucharow LLP.

(h) “Class Notice” means the Notice of Pendency of Class Action previously authorized by Order of the Court, which was mailed to Class Members and made available online beginning on March 12, 2021.

(i) “Class Period” means the period from October 29, 2014 through August 3, 2015, inclusive.

(j) “Class Representatives” means Carpenters Pension Trust Fund for Northern California, Carpenters Annuity Trust Fund for Northern California and City of Providence.

(k) “Defendants” means The Allstate Corporation, Thomas J. Wilson and Matthew E. Winter.

(l) “Defendants’ Counsel” means the law firms of McDermott Will & Emery LLP, Salvatore Prescott Porter & Porter, PLLC, and Skadden, Arps, Slate, Meagher & Flom LLP.

(m) “Effective Date” means the date upon which the Settlement shall have become effective, as set forth in ¶ 36 below.

(n) “Escrow Account” means the separate escrow account maintained at Citibank, N.A. (Private Bank), wherein the Settlement Amount will be deposited and held for the benefit of the Class.

(o) “Escrow Agent” means Class Counsel.

(p) “Fee and Expense Application” means Class Counsel’s application, to be filed on behalf of Plaintiffs’ Counsel, for an award of attorneys’ fees and payment of Litigation Expenses incurred in prosecuting the case, including any expenses of Class Representatives pursuant to 15 U.S.C. § 78u-4(a)(4) of the Private Securities Litigation Reform Act of 1995 (“PSLRA”).

(q) “Final,” with respect to a court order, including a judgment, means the later of: (i) if there is an appeal from a court order, the date of final affirmance on appeal (or on any remand) and the expiration of the time for any further judicial review whether by appeal, request for reconsideration or petition for a *writ of certiorari* and, if *certiorari* is granted, the date of final affirmance of the order following review pursuant to the grant; or (ii) the date of final dismissal of any appeal from the order or the final dismissal of any proceeding on, or denial of any petition for *writ of certiorari* to review, the order; or (iii) the expiration of the time for the filing or noticing of any appeal or petition for *certiorari* from the order (or, if the date for taking an appeal or seeking review of the order shall be extended beyond this time by order of the issuing court, by operation of law or otherwise, or if such extension is requested, the date of expiration of any extension if any

appeal or review is not sought), without any such filing or noticing being made. However, approval of this Stipulation and entry of final Judgment thereon pursuant to Rule 54(b) is not conditioned on and need not await any ruling by the Court pertaining solely to the Plan of Allocation, or to the Court's award of attorneys' fees or expenses; and any appeal or proceeding seeking subsequent judicial review pertaining solely to the Plan of Allocation or the award of attorneys' fees and expenses shall not in any way delay or affect the time set forth above for the Judgment or Alternative Judgment to become Final or otherwise preclude the Judgment or Alternative Judgment from becoming Final.

(r) "Immediate Family" means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(s) "Individual Defendants" means Thomas J. Wilson and Matthew E. Winter.

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

(u) "Lead Plaintiffs" means Carpenters Pension Trust Fund for Northern California and Carpenters Annuity Trust Fund for Northern California.

(v) "Liaison Counsel" means Pomerantz LLP.

(w) "Litigation Expenses" means the costs and expenses incurred in connection with commencing, prosecuting, and settling the Action (which may include the costs and expenses of Class Representatives directly related to their representation of the Class), for which Class Counsel intend to apply to the Court for payment or reimbursement from the Settlement Fund

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

(y) “Notice and Administration Expenses” means all costs, fees, and expenses incurred in connection with providing notice to the Class and the administration of the Settlement, including but not limited to: (i) providing the Class Notice and notice of the proposed Settlement by mail, publication, and other means to Class Members; (ii) receiving and reviewing Claim Forms for recovery from the Settlement Fund; (iii) applying the Plan of Allocation; (iv) communicating with Persons regarding the Settlement and claims administration process; (v) distributing the proceeds of the Settlement; and (vi) fees related to the Escrow Account and investment of the Settlement Fund.

(z) “Person(s)” means any individual, corporation (including all divisions and subsidiaries), general or limited partnership, association, joint stock company, joint venture, limited liability company, professional corporation, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity, as well as each of their spouses, heirs, predecessors, successors, representatives, agents, trustees, estates, administrators, executors, or assignees.

(aa) “Plan of Allocation” means the Plan of Allocation for the Net Settlement Fund, which shall be substantially in the form described in the Settlement Notice or any other plan of allocating the Net Settlement Fund approved by the Court.

(bb) “Plaintiffs’ Counsel” means Labaton Sucharow LLP, Pomerantz LLP and Thornton Law Firm LLP.

(cc) “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, substantially in the form attached hereto as Exhibit A.

(dd) “Proof of Claim” or “Claim Form” means the Proof of Claim and Release form for submitting a claim for recovery from the Settlement Fund, which shall be substantially in the form attached as Exhibit 2 to Exhibit A hereto.

(ee) “Released Claims” means the Settled Plaintiffs’ Claims and the Settled Defendants’ Claims.

(ff) “Released Defendant Parties” means Defendants, and each of their respective past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment bankers, commercial bankers, general or limited partners, partnerships, limited liability companies, predecessors, successors, assigns, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, immediate family members, purchasers, and assigns of each of the foregoing), in their capacities as such.

(gg) “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

(hh) “Released Plaintiff Parties” means the Class Representatives, the Class, Class Counsel, and each of their respective past or present trustees, officers, directors, partners, members, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, limited liability

companies, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, Immediate Family members, purchasers, and assigns of each of the foregoing), in their capacities as such. Released Plaintiff Parties does not include any Person who timely and validly sought exclusion from the Class.

(ii) “Releasing Plaintiff Parties” means the Class Representatives, the Class, Class Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, limited liability companies, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, Immediate Family members, purchasers, and assigns of each of the foregoing), in their capacities as such. Releasing Plaintiff Parties does not include any Person who timely and validly sought exclusion from the Class.

(jj) “Settled Defendants’ Claims” means all claims and causes of action of every nature and description, including both known claims and Unknown Claims (as defined below), whether arising under federal, state, common, or foreign law, or any other law, that Defendants could have asserted against any of the Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action, except for claims relating to the enforcement of the Settlement.

(kk) “Settled Plaintiffs’ Claims” means any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses, matters and issues known or Unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or

might be asserted in any court, tribunal or proceeding, (including but not limited to any claims arising under federal, state, foreign or common law, including the federal securities laws and any state disclosure law), by or on behalf of Class Representatives or any other member of the Class, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, legal representatives, predecessors, successors, and assigns, in their capacities as such, whether individual, direct, class, representative, legal, equitable, or any other type or in any other capacity against any or all of the Released Defendant Parties which the Releasing Plaintiff Parties (a) asserted in the Action; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to, both (i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, and (ii) the purchase, acquisition, holding, or sale of Allstate publicly traded common stock during the Class Period (collectively, the “Settled Plaintiffs’ Claims”). Notwithstanding the foregoing, Settled Plaintiffs’ Claims shall not include: (i) claims relating to the enforcement of the Settlement; or (ii) or any claims in the shareholder derivative actions *Sundquist v. Wilson, et al.*, No. 18 CV 3598 (N.D. Ill.), *IBEW Local 98 Pension Fund, et al. v. Wilson, et al.*, 2018-CH-04793 (Cook Cty Circuit Crt, IL), *Biefeldt, et al. v. The Allstate Corp., et al.*, 2017-CH-10676 (Cook Cty Circuit Crt, IL), and *Mims v. Wilson, et al.*, No. 1:20-cv-01038 (N.D. Ill.).

(ll) “Settlement” means the resolution of the Action in accordance with the terms and provisions of this Stipulation.

(mm) “Settlement Amount” means the total principal amount of ninety million U.S. dollars (\$90,000,000).

(nn) “Settlement Fund” means the Settlement Amount and any interest earned thereon.

(oo) “Settlement Hearing” means the hearing to be held by the Court to determine whether: (i) the Settlement is fair, reasonable, and adequate and should be approved; (ii) the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (iii) Class Counsel’s application for an award of attorneys’ fees and expenses should be approved.

(pp) “Settlement Notice” means the Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses, which is to be mailed to potential Class Members and which shall be substantially in the form attached as Exhibit 1 to Exhibit A hereto.

(qq) “Stipulation” means this Stipulation and Agreement of Settlement.

(rr) “Summary Notice” means the Summary Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses for publication, which shall be substantially in the form attached as Exhibit 3 to Exhibit A hereto.

(ss) “Taxes” means all federal, state, or local taxes of any kind on any income earned by the Settlement Fund and the expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, interest, penalties, and the reasonable expenses of tax attorneys and accountants).

(tt) “Unknown Claims” means any and all Settled Plaintiffs’ Claims that Class Representatives, or any other Class Member, do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including, in the case of any Class Member, the decision to object to the terms of the Settlement or to seek to be excluded from the Class. With respect to any and all Settled Plaintiffs’ Claims and Released Defendants’ Claims,

the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each Class Member, shall be deemed to have, and by operation of the Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, including, or which is similar, comparable, or equivalent to, Cal. Civ. Code § 1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Class Representatives, other Class Members, or the Defendants, may hereafter discover facts, legal theories, or authorities in addition to, contrary to, or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but Class Representatives and Defendants expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Settled Plaintiffs' Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different, contrary, or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and all other Class Members, by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition

of Settled Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

**SCOPE AND EFFECT OF SETTLEMENT**

2. The obligations incurred pursuant to the Stipulation are: (i) subject to approval by the Court and the Judgment, or Alternative Judgment, reflecting such approval becoming Final; and (ii) in full and final disposition of the Action with respect to the Released Parties and any and all Settled Plaintiffs' Claims and Released Defendants' Claims.

3. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Class Representatives and each and every other Releasing Plaintiff Party, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed, with prejudice, each and every one of the Settled Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Settled Plaintiffs' Claims against any and all of the Released Defendant Parties.

4. By operation of the Judgment or Alternative Judgment, as of the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacity as such, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

**THE SETTLEMENT CONSIDERATION**

5. In full settlement of the claims asserted in the Action against Defendants and in consideration of the releases specified in ¶¶ 3-4, above, all of which the Parties agree are good and

valuable consideration, Allstate, on behalf of all Defendants, shall pay, or cause to be paid, the Settlement Amount into the Escrow Account within forty-five (45) business days after the execution of the Term Sheet, which was executed on June 28, 2023. Class Counsel shall provide McDermott Will & Emery LLP with the information necessary to effectuate a transfer of funds to the Escrow Account, including, but not limited to, wire transfer instructions, payment address, and a complete and executed Form W-9 for the Settlement Fund that reflects a valid tax identification number.

6. With the sole exceptions of Defendants' obligation to obtain the payment of the Settlement Amount into the Escrow Account as provided for in ¶ 5, and Defendants' obligations pursuant to ¶ 20, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; (v) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (vi) the payment or withholding of any Taxes, expenses, and/or costs incurred in connection with the taxation of the Settlement Fund, distributions or other payments from the Escrow Account, or the filing of any federal, state, or local returns.

7. Other than the obligation to cause the payment of the Settlement Amount pursuant to ¶ 5, Defendants shall have no obligation to make any other payments into the Escrow Account or to any Class Member pursuant to this Stipulation.

**USE AND TAX TREATMENT OF SETTLEMENT FUND**

8. The Settlement Fund shall be used: (i) to pay any Taxes; (ii) to pay Notice and Administration Expenses; (iii) to pay any attorneys' fees and expenses awarded by the Court; (iv) to pay any costs and expenses allowed by the PSLRA and awarded to Class Representatives by the Court; (v) to pay any other fees and expenses ordered by the Court; and (vi) to pay the claims of Authorized Claimants.

9. The Net Settlement Fund shall be distributed to Authorized Claimants as provided in ¶¶ 21-33 hereof. The Net Settlement Fund shall remain in the Escrow Account before and until the Effective Date. All funds held in the Escrow Account, and all earnings thereon, shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall have been disbursed or returned, pursuant to the terms of this Stipulation, and/or further order of the Court. The Escrow Agent shall invest funds in the Escrow Account in instruments backed by the full faith and credit of the United States Government (or a mutual fund invested solely in such instruments), or deposit some or all of the funds in non-interest-bearing transaction account(s) that are fully insured by the Federal Deposit Insurance Corporation ("FDIC") in amounts that are up to the limit of FDIC insurance. Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

10. After the Settlement Amount has been paid into the Escrow Account, the Parties agree to treat the Settlement Fund as a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1. In addition, Class Counsel shall timely make, or cause to be made, such elections as may be necessary or advisable to carry out the provisions of this paragraph 10, including the "relation-back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date.

Such election shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver, or cause to be prepared and delivered, the necessary documentation for signature by all necessary parties, and thereafter to take all such actions as may be necessary or appropriate to cause the appropriate filing(s) to occur. Consistent with the foregoing:

(a) For the purposes of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B promulgated thereunder, the “administrator” shall be Class Counsel or their successors, who shall timely and properly file, or cause to be filed, all federal, state, or local tax returns and information returns (together, “Tax Returns”) necessary or advisable with respect to the earnings on the funds deposited in the Escrow Account (including without limitation the returns described in Treas. Reg. § 1.468B-2(k)). Such Tax Returns (as well as the election described above) shall be consistent with this subparagraph and in all events shall reflect that all Taxes (including any estimated taxes, earnings, or penalties) on the income earned on the funds deposited in the Escrow Account shall be paid out of such funds as provided in subparagraph (c) of this paragraph 10.

(b) All Taxes shall be paid out of the Settlement Fund. In all events, Defendants and Defendants’ Counsel shall have no liability or responsibility whatsoever for the Taxes or the filing of any tax return or other document with the Internal Revenue Service or any other state or local taxing authority. In the event any Taxes are owed by any Defendants on any earnings on the funds on deposit in the Escrow Account, such amounts shall also be paid out of the Settlement Fund. Any Taxes or Tax expenses owed on any earnings on the Settlement Amount before its transfer to the Escrow Account shall be the sole responsibility of the entities that make the deposit.

(c) Taxes shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by Class Counsel out of the Settlement Fund without prior order from the Court or approval by Defendants, and Class Counsel shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Parties agree to cooperate with Class Counsel, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph 10.

11. This is not a claims-made settlement. As of the Effective Date, Defendants, and/or any other Person(s) funding the Settlement on any or all Defendants' behalves, shall not have any right to the return of the Settlement Fund or any portion thereof for any reason.

#### **ATTORNEYS' FEES AND EXPENSES**

12. Class Counsel, on behalf of all Plaintiffs' Counsel, will apply to the Court for an award from the Settlement Fund of attorneys' fees and payment of Litigation Expenses incurred in prosecuting the Action, including reimbursement to Class Representatives pursuant to the PSLRA, with earnings on such amounts at the same rate and for the same periods as earned by the Settlement Fund. The Fee and Expense Application is not the subject of any agreement between the Defendants and Class Representatives other than what is set forth in this Stipulation.

13. The amount of attorneys' fees and expenses awarded by the Court is within the sole discretion of the Court. Subject to the provisions of ¶ 14 below, any attorneys' fees and expenses awarded by the Court shall be paid from the Settlement Fund to Class Counsel immediately after entry of the Judgment (or Alternative Judgment) and Order awarding such attorneys' fees and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the awarded fees and expenses, the

Settlement, or any part thereof. Class Counsel shall allocate any Court-awarded attorneys' fees and expenses among Plaintiffs' Counsel.

14. Any payment of attorneys' fees and expenses pursuant to ¶¶ 12-13 above shall be subject to Class Counsel's obligation to make refunds or repayments to the Settlement Fund of any paid amounts, plus accrued earnings at the same rate as is earned by the Settlement Fund, if the Order and Judgment approving this Stipulation does not become Final and/or the Settlement is terminated pursuant to the terms of this Stipulation or fails to become effective for any reason, or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or expenses is reduced, vacated or reversed by Final non-appealable court order. Class Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after receiving notice of the termination of the Settlement pursuant to this Stipulation, notice from a court of appropriate jurisdiction of the disapproval of the Settlement by Final non-appealable court order, or notice of any reduction, vacatur or reversal of the award of attorneys' fees and/or expenses by Final non-appealable court order.

15. With the sole exception of Defendants' obligation to cause payment of the Settlement Amount into the Escrow Account as provided for in ¶ 5, Defendants shall have no responsibility for, and no liability whatsoever with respect to, any payment whatsoever to Class Counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or expense award the Court may make.

16. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any allocation of any attorneys' fees or expenses among Plaintiffs' Counsel in the Action, or to any other Person who may assert some claim thereto, or any fee or expense awards the Court may make.

17. Defendants shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expenses incurred by or on behalf of the Class Representatives or Class Members, or any of them, whether or not paid from the Escrow Account. The Settlement Fund will be the sole source of payment from Defendants for any award of attorneys' fees and expenses ordered by the Court.

18. The procedures for and the allowance or disallowance by the Court of any Fee and Expense Application are not part of the Settlement set forth in this Stipulation, and are separate from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation; and any order or proceeding relating to any Fee and Expense Application, including any award of attorneys' fees or expenses in an amount less than the amount requested by Class Counsel, or any appeal from any order relating thereto or reversal, vacatur or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay entry or the finality of the Judgment or Alternative Judgment approving this Stipulation and the Settlement set forth herein. Class Representatives and Class Counsel may not cancel or terminate the Stipulation or the Settlement, whether in accordance with ¶¶ 37-41, or otherwise, based on the Court's or any appellate court's ruling with respect to fees and expenses in the Action.

**NOTICE AND ADMINISTRATION EXPENSES**

19. Except as otherwise provided herein, the Net Settlement Fund shall be held in the Escrow Account until the Effective Date.

20. All Notice and Administration Expenses will be paid out of the Settlement Fund, except that Defendants shall be responsible for and shall pay for, at no cost to the Class, timely service of any notice that might be required pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715. Taxes and fees related to the Escrow Account and investment of the Settlement Fund may

be paid by Class Counsel as incurred, without further approval of Defendants or further order of the Court.

**DISTRIBUTION TO AUTHORIZED CLAIMANTS**

21. The Claims Administrator, subject to such supervision and direction of Class Counsel and/or the Court as may be ordered, or otherwise necessary, or as circumstances may require, shall administer and calculate the claims submitted by claimants subject to the jurisdiction of the Court and shall oversee distribution of the Net Settlement Fund to Authorized Claimants. Except as stated in ¶ 5 hereof, Defendants and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to the administration of the Settlement or the actions or decisions of the Claims Administrator, and shall have no responsibility or liability to the Class in connection with such administration.

22. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's recognized loss, as defined in the Plan of Allocation included in the Settlement Notice, or in such other plan of allocation as the Court may approve.

23. Defendants shall have no role in the development of, and will take no position with respect to, the Plan of Allocation. The Plan of Allocation is a matter separate and apart from the Settlement, and any decision by the Court concerning the Plan of Allocation shall not affect or delay entry or the validity or finality of the Judgment or Alternative Judgment approving this Stipulation or the proposed Settlement set forth herein. The Plan of Allocation is not a necessary term of this Stipulation, and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. Class Representatives and Class Counsel may not cancel or terminate the Stipulation or the Settlement based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any plan of allocation in the Action. Defendants and

Defendants' Counsel shall have no responsibility or liability for reviewing or challenging claims, the allocation of the Net Settlement Fund, or the distribution of the Net Settlement Fund.

24. Upon the Effective Date and thereafter, and in accordance with the terms of the Stipulation, the Plan of Allocation, or such further approval or order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Fund shall be distributed to Authorized Claimants.

25. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six (6) months from the date of initial distribution of the Net Settlement Fund, Class Counsel shall, if feasible and economical, redistribute such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. These redistributions shall be repeated until the balance in the Net Settlement Fund is no longer feasible to distribute to Class Members. Any balance that still remains in the Net Settlement Fund after re-distribution(s), which is not feasible or economical to reallocate, after payment of Notice and Administration Expenses, Taxes, and attorneys' fees and expenses, shall be donated based on a 50-50 split to Plaintiffs' chosen organization the Consumer Federation of America and Defendants' chosen organization Better Markets, or such other organizations approved by the Court. Any such donation will not be designated as being made on behalf of any specific group or entity (including the Parties to this Action).

#### **ADMINISTRATION OF THE SETTLEMENT**

26. Any Class Member who fails timely to submit a valid Claim Form (substantially in the form of Exhibit 2 to Exhibit A) will not be entitled to receive any of the proceeds from the Net Settlement Fund, except as otherwise ordered by the Court, but will otherwise and nevertheless be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and all releases provided for herein, and will

be barred from bringing any action against the Released Defendant Parties concerning the Settled Plaintiffs' Claims.

27. Class Counsel shall be responsible for supervising the administration of the Settlement and disbursement of the Net Settlement Fund by the Claims Administrator. Class Counsel shall have the right, but not the obligation, to advise the Claims Administrator to waive what Class Counsel deem to be *de minimis* or formal or technical defects in any Claim Form submitted. Defendants and Defendants' Counsel shall have no liability, obligation, or responsibility for the administration of the Settlement, the allocation of the Net Settlement Fund, or the reviewing or challenging of claims of Class Members.

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

(a) Each Claimant shall be required to submit a Claim Form, substantially in the form attached hereto as Exhibit 2 to Exhibit A, supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable;

(b) All Claim Forms must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the Settlement Notice, unless such deadline is extended by Class Counsel in their discretion or by Order of the Court. Any Class Member who fails to submit a Claim Form by such date shall be barred from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation (unless, by Order of the Court or the discretion of Class Counsel, late-filed Claim Forms are accepted), but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment and all releases provided for herein, and will be permanently barred and

enjoined from bringing any action, claim or other proceeding of any kind against any Released Defendant Party. A Claim Form shall be deemed to be submitted when mailed, if received with a postmark on the envelope and if mailed by first-class or overnight U.S. Mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator. Notwithstanding the foregoing, Class Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. Class Counsel shall have no liability for exercising their discretion in accepting (or not accepting) late claims;

(c) Each Claim Form shall be submitted to and reviewed by the Claims Administrator, under such supervision of Class Counsel as necessary, who shall determine in accordance with this Stipulation the extent, if any, to which each claim shall be allowed;

(d) Claim Forms that do not meet the submission requirements may be rejected. However, before rejecting a Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Claim Form submitted. The Claims Administrator, under such supervision of Class Counsel, as necessary, shall notify, in a timely fashion and in writing, all Claimants whose claims the Claims Administrator proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below;

(e) If any Claimant whose timely claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the Claimant must, within twenty (20)

calendar days after the date of mailing of the notice required in subparagraph (d) above, or a lesser period of time if the claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court.

29. Each Claimant who submits a Claim Form shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, and the claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Class Member and the validity and amount of the Claimant's claim. In connection with processing the Claim Forms, no discovery shall be allowed on the merits of the Action or the Settlement.

30. Payment pursuant to the Stipulation and Plan of Allocation shall be deemed final and conclusive against any and all Class Members. All Class Members whose claims are not approved shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternative Judgment to be entered in the Action and the releases provided for herein and therein, and will be barred from bringing any action against the Released Defendant Parties concerning the Settled Plaintiffs' Claims.

31. All proceedings with respect to the administration, processing and determination of claims described by this Stipulation and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court, but shall not in any event delay or affect entry of, or the finality of, the Judgment or Alternative Judgment.

32. No Person shall have any claim of any kind against the Released Defendant Parties or Defendants' Counsel with respect to the matters set forth in this section (*i.e.*, ¶¶ 26-33) or any of its subsections, or otherwise related in any way to the administration of the Settlement, including, without limitation, the processing, review, determination, calculation, investment or distribution of the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, processing, review or payment of any claim; nonperformance of the Claims Administrator; the payment or withholding of Taxes (including interest and penalties) owed by the Net Settlement Fund; or any losses incurred in connection therewith.

33. No Person shall have any claim against Class Representatives, Class Counsel, or the Claims Administrator, or other Person designated by Class Counsel, based on decisions and distributions made substantially in accordance with the Stipulation and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

**TERMS OF THE PRELIMINARY APPROVAL ORDER**

34. Promptly upon execution of this Stipulation by all Parties, and no later than five (5) business days after the execution of the Stipulation, Class Counsel shall apply to the Court for preliminary approval of the Settlement contemplated by this Stipulation and entry of the Preliminary Approval Order, which shall be substantially in the form annexed hereto as Exhibit A. The Preliminary Approval Order will, *inter alia*, preliminarily approve the Settlement, set the date for the Settlement Hearing, approve the form of notice, and prescribe the method for giving notice of the Settlement to the Class.

**TERMS OF THE JUDGMENT**

35. If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel shall request that the Court enter a Judgment substantially in the form annexed hereto as Exhibit B.

**EFFECTIVE DATE OF SETTLEMENT**

36. The Effective Date of this Settlement shall be the first business day on which all of the following shall have occurred or been waived:

(a) entry of the Preliminary Approval Order, which shall be in all material respects substantially in the form set forth in Exhibit A annexed hereto;

(b) payment of the Settlement Amount into the Escrow Account pursuant to ¶ 5;

(c) approval by the Court of the Settlement, following notice to the Class and the Settlement Hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure; and

(d) a Judgment, which shall be in all material respects substantially in the form set forth in Exhibit B annexed hereto, will have been entered by the Court and will have become Final; or in the event that an Alternative Judgment will have been entered, the Alternative Judgment will have become Final.

**WAIVER OR TERMINATION**

37. Defendants and Class Representatives shall each have the right to terminate the Settlement and the Stipulation by providing written notice of their election to do so (“Termination Notice”), through counsel, to all other Parties hereto within fourteen (14) calendar days of: (i) the Court’s Final refusal to enter the Preliminary Approval Order in any material respect; (ii) the Court’s Final refusal to approve this Stipulation or any material part of it; (iii) the Court’s Final refusal to enter the Judgment in any material respect, unless Defendants and Class Representatives each, in their sole and unfettered discretion, consent to entry of an Alternative Judgment; or (iv) the date upon which the Judgment or Alternative Judgment is modified, vacated or reversed in any material respect by a Final order of the Court, the United States Court of Appeals, or the Supreme Court of the United States (including following any proceedings on remand). For the avoidance

of doubt, Class Representatives shall not have the right to terminate the Settlement due to any decision, ruling, or order relating to either the Fee and Expense Application or any plan of allocation.

38. In addition to the foregoing, Allstate shall also have the right to withdraw from the Settlement in the event the Court requires a second opportunity for Class Members to seek exclusion from the Class and the Termination Threshold (defined below) has been reached.

(a) Simultaneously herewith, Defendants' Counsel and Class Counsel are executing a confidential Supplemental Agreement Regarding Requests for Exclusion ("Supplemental Agreement"). The Supplemental Agreement sets forth certain conditions under which Allstate shall have the sole option to terminate the Settlement and render this Stipulation null and void in the event that: (i) the Court requires a second opportunity for Class Members to seek exclusion from the Class in connection with the Settlement; and (ii) requests for exclusion from the Class in connection with the Settlement exceed certain agreed-upon criteria (the "Termination Threshold"). The Parties agree, unless prohibited by law (including by Court Order), to maintain the confidentiality of the Supplemental Agreement, which shall not be filed with the Court unless a dispute arises as to its terms, or as otherwise ordered by the Court, nor shall the Supplemental Agreement otherwise be disclosed unless ordered by the Court. If submission of the Supplemental Agreement to the Court is required for resolution of a dispute or is otherwise ordered by the Court, the Parties will use their reasonable best efforts to have the Supplemental Agreement submitted to the Court *in camera* or under seal. In the event of a termination of the Settlement pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, with the exception of the provisions of ¶¶ 43-45 which shall continue to apply.

39. In addition to all of the rights and remedies that Class Representatives have under the terms of this Stipulation, Class Representatives shall also have the right (which must be exercised by them unanimously) to terminate the Settlement (with the exception of the provisions of ¶¶ 43-45, which shall continue to apply) in the event that (i) the Settlement Amount has not been paid in the time period provided for in ¶ 5 above, by providing written notice of the election to terminate to all other Parties' counsel and (ii) there is a failure to pay the Settlement Amount within fourteen (14) calendar days of receipt of such written notice.

40. If, before the Settlement becomes Final, any Defendant files for protection under the Bankruptcy Code or any similar law, or a trustee, receiver, conservator, or other fiduciary is appointed under the Bankruptcy Code, or any similar law, and in the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money or any portion thereof to the Settlement Fund by or on behalf of such Defendant to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not deposited into the Settlement Fund by others within fourteen (14) calendar days of receipt of written notice of such requirement from Class Representatives, then, at the election of Class Representatives (which must be exercised by them unanimously), the Parties shall jointly move the Court to vacate and set aside the release given and the Judgment or Alternative Judgment entered in favor of that Defendant or all Defendants, as the case may be, and that Defendant or all Defendants, as the case may be, Class Representatives and the members of the Class shall be restored to their litigation positions as of June 28, 2023 (with the exception of the provisions of ¶¶ 43-45, which shall continue to apply). All releases and the Judgment or Alternative Judgment as to other Defendants shall remain unaffected.

41. Defendants each warrant, as to themselves and the payments made on their behalves, that, at the time of such payment, they will not be insolvent, nor will payment render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including Sections 101 and 547 thereof.

42. If an option to withdraw from and terminate this Stipulation and Settlement arises under any of ¶¶ 37-40 above: (i) neither Defendants nor Class Representatives (as the case may be) will be required for any reason or under any circumstance to exercise that option; and (ii) any exercise of that option shall be made in good faith, but in the sole and unfettered discretion of Defendants or Class Representatives, as applicable.

43. With the exception of the provisions of this ¶ 43 and ¶¶ 44-45, which shall survive termination of this Settlement and continue to apply, in the event the Settlement is terminated as set forth herein or cannot or does not become effective for any reason, then: (i) this Stipulation and the Settlement shall be without prejudice, and none of its terms or the provisions in the Stipulation shall be effective or enforceable except as otherwise specifically provided herein; (ii) the Parties shall be deemed to have reverted to their respective litigation positions in the Action as of June 28, 2023; and (iii) except as specifically provided herein, the Parties shall proceed in all respects as if this Stipulation had not been executed and any related proceedings had not occurred and any related order had not been entered. In such event, this Stipulation, and any aspect of the documents (including the Term Sheet) or any papers or proceedings in connection herewith, discussions or negotiations leading to this Stipulation, shall not be offered or admissible in this Action and shall not be used against or to the prejudice of Defendants or against or to the prejudice of Class Representatives, in any court proceedings, filing, deposition, trial, or otherwise.

44. In the event the Settlement is terminated or fails to become effective for any reason, any portion of the Settlement Amount previously paid, together with any earnings thereon, less any Taxes paid or due, less Notice and Administration Expenses actually incurred and paid or payable from the Settlement Amount, shall be returned to the Person(s) that made the deposit(s) within thirty (30) calendar days after written notification of such event in accordance with instructions provided by Defendants' Counsel to Class Counsel. At the request of Defendants' Counsel, the Escrow Agent or their designees shall apply for any tax refund owed or obtainable on or with respect to the amounts deposited in the Escrow Account and shall pay the proceeds, after any deduction of any fees or expenses incurred in connection with such application(s), of such refund to the Person(s) that made the deposits or as otherwise directed.

**NO ADMISSION**

45. Except as set forth in ¶ 46 below, this Stipulation and Settlement, whether or not consummated or Final, and whether or not approved by the Court, and any discussion, negotiation, proceeding, or agreement relating to the Stipulation, the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of the Parties or their respective counsel for any purpose other than to enforce the terms hereof, and in particular, but without limitation:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of, or any presumption, concession, or admission by Defendants with respect to the truth of any allegation by Class Representatives and the Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Settled Plaintiffs' Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence, or a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Class Representatives, or any other member of the Class as evidence of any infirmity in the claims of Class Representatives, or the other members of the Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties, Class Representatives, any other member of the Class, or their respective counsel, as evidence of, or a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants or the Released Defendant Parties, Class Representatives, other members of the Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than as may be necessary to effectuate the provisions of this Stipulation;

(d) do not constitute, and shall not be construed against any of the Defendants or the Released Defendant Parties, Class Representatives, or any other member of the Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received as evidence of or as an admission, concession, or presumption against Class Representatives, or any other member of the Class, that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

46. Notwithstanding ¶ 45 above, the Parties, and any Released Party (all of whom are third party beneficiaries hereof), and their respective counsel, may file and rely upon this Stipulation and/or the Judgment or Alternative Judgment in any action or other proceeding that may be brought by or against them, or as to any claim or argument asserted by or against them, in order to support a defense, argument, claim, or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good-faith settlement, judgment bar, or reduction, or any theory of claim preclusion or issue preclusion or similar defense, argument, claim, or counterclaim, or to effectuate any liability protection granted them under any applicable insurance policy. All Parties and Class Members submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

#### **MISCELLANEOUS PROVISIONS**

47. All of the exhibits to the Stipulation, and the Supplemental Agreement, are material and integral parts hereof and are fully incorporated herein by this reference.

48. The Parties intend the Settlement to be the full, final, and complete resolution of all claims asserted or that could have been asserted by the Parties with respect to the Settled Plaintiffs' Claims and Released Defendants' Claims. Accordingly, the Parties agree not to assert in any forum that the Action was brought, prosecuted, or defended in bad faith or without a reasonable basis. The Parties and their respective counsel agree that each has complied fully with Rule 11 of the Federal Rules of Civil Procedure in connection with the maintenance, prosecution, defense, and settlement of the Action and shall not make any application for sanctions, pursuant to Rule 11 or other court rule or statute, with respect to any claim or defense in this Action. The Judgment shall contain a finding that the Parties and their counsel at all times complied with Rule 11. The Parties agree that the amount paid and the other terms of the Settlement were negotiated at arm's-length and in good faith by the Parties and their respective counsel and reflect a settlement that

was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

49. In all events, Class Representatives and their counsel and Defendants and their counsel shall, in good faith, communicate the terms of the Settlement in a manner that is consistent with the fact that no adjudication of fault was made by the Court or a jury, and shall not otherwise suggest that the Settlement constitutes an admission or other evidence of any claim or defense alleged or of any other wrongdoing by any person.

50. This Stipulation, along with its exhibits and the Supplemental Agreement, may not be modified or amended, nor may any of its or their provisions be waived, except by a writing signed by counsel for the Parties hereto.

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

52. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and any expenses, and implementing and enforcing the terms of this Stipulation and the Judgment or Alternative Judgment.

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

54. This Stipulation, its exhibits, and the Supplemental Agreement constitute the entire agreement among the Parties concerning the Settlement as against Defendants, and no other agreement exists or shall be enforceable as to its subject matter. No representation, warranty, or

inducement has been made by any Party concerning this Stipulation and its exhibits other than those contained and memorialized in such documents, and the existence and materiality of and reliance upon any such other representation, warranty, or inducement are hereby disclaimed by all Parties.

55. Nothing in the Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, work product protection, or mediation privilege.

56. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

57. All designations and agreements made, or orders entered during the course of the Action relating to the confidentiality of documents or information shall survive this Stipulation and entry of the Judgment or Alternative Judgment.

58. This Stipulation may be executed in one or more counterparts but no party shall be bound unless and until it has been executed and delivered by all Parties. All executed counterparts and each of them shall be deemed to be one and the same instrument. Signatures sent by facsimile or via e-mail in pdf format shall be deemed originals.

59. This Stipulation shall be binding when signed and delivered by all Parties, but the Settlement shall be effective only upon the entry of the Judgment or Alternative Judgment and the payment in full of the Settlement Amount, and subject only to the condition that the Effective Date will have occurred.

60. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties and of all Released Parties.

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

62. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

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

64. The Parties and their respective counsel agree to cooperate fully with one another in promptly applying for preliminary approval by the Court of the Settlement and for the scheduling of a hearing for consideration of Final approval of the Settlement and entry of the Judgment, and approval of the Plan of Allocation and Class Counsel's Fee and Expense Application, and to agree promptly upon and execute all such other documentation as reasonably may be required to obtain Final approval by the Court of the Settlement.

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

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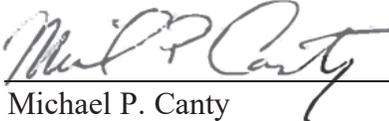
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**IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of August 11, 2023.

**LABATON SUCHAROW LLP**

By:  \_\_\_\_\_

Michael P. Canty  
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*Counsel for Class Representatives and  
Class Counsel for the Class*

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*Counsel for The Allstate Corporation*

**SALVATORE PRESCOTT PORTER & PORTER,  
PLLC**

By: \_\_\_\_\_

Julie B. Porter  
Suzanne B. Notton  
1010 Davis Street

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*Counsel for The Allstate Corporation*

**SALVATORE PRESCOTT PORTER & PORTER,  
PLLC**

By: \_\_\_\_\_

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Suzanne B. Notton  
1010 Davis Street

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*Counsel for Thomas J. Wilson*

# **Exhibit A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION  
SETTLEMENT, APPROVING FORM AND MANNER OF NOTICE, AND SETTING  
DATE FOR HEARING ON FINAL APPROVAL OF SETTLEMENT**

WHEREAS, as of August 11, 2023, Lead Plaintiffs Carpenters Pension Trust Fund for Northern California and Carpenters Annuity Trust Fund for Northern California (together, “Northern California Carpenters”) and named plaintiff City of Providence (together with Northern California Carpenters, “Class Representatives”), on behalf of themselves and each of the members of the certified Class (defined below), on the one hand, and The Allstate Corporation (“Allstate”), Thomas J. Wilson and Matthew E. Winter (collectively, the “Defendants”), on the other hand, by and through their counsel of record, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the Action, which is subject to review and approval by the Court under Rule 23 of the Federal Rules of Civil Procedure and which, together with the exhibits thereto and documents referenced therein, sets forth the terms and conditions of the proposed settlement of the Action (the “Settlement”);

WHEREAS, by Order dated March 26, 2019, the Court certified a Class of all persons and entities that purchased the common stock of Allstate from October 29, 2014 through August 3, 2015, inclusive, and who were damaged thereby. Excluded from the Class, by definition, are:

(i) Allstate and its subsidiaries; (ii) the Individual Defendants, any trust they control or beneficially own, and their Immediate Families; (iii) the officers and directors and of Allstate during the Class Period and their Immediate Families; (iv) the legal representatives, heirs, successors, or assigns of any excluded person or entity; and (v) any person or entity that requested exclusion from the Class in connection with the previously issued Class Notice.

WHEREAS, pursuant to this Court’s Order dated February 20, 2021 (ECF No. 370), the Class Notice was mailed to potential members of the Class to notify them of, among other things: (a) the Action pending against the Defendants, and the status of the Action and proceedings to such date; (b) the Court’s certification of the Action as a class action on behalf of the certified Class; (c) the effect of remaining in, and not seeking exclusion from, the Class on any person or entity that falls within the definition of the Class (“Class Members”) (including that Class Members will be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable); and (d) the right of Class Members to request exclusion from the Class, the requirements for requesting exclusion, and the effect of exclusion;

WHEREAS, a list of all timely and valid requests for exclusion in connection with the Class Notice was filed with the Court on May 25, 2021 (ECF No. 419);

WHEREAS, the Court has reviewed and considered the Stipulation and the accompanying exhibits;

WHEREAS, the Parties to the Stipulation have consented to the entry of this Order; and

WHEREAS, all capitalized terms used in this Order that are not otherwise defined herein have the meanings defined in the Stipulation;

NOW, THEREFORE, IT IS HEREBY ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2023 that:

1. **Preliminary Approval of the Settlement.** The Court has reviewed the Stipulation and preliminarily finds the Settlement set forth therein to be fair, reasonable and adequate, subject to further consideration at, and final determination following, the Settlement Hearing described below.

2. **Settlement Hearing.** A hearing (the “Settlement Hearing”) pursuant to Rule 23(e) of the Federal Rules of Civil Procedure is hereby scheduled to be held before the Court on \_\_\_\_\_, 2023, at \_\_:\_\_\_\_\_.m. [*a date at the Court’s convenience preferably the week of November 20*], for the following purposes:

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

(b) to determine whether the Final Order and Judgment (“Judgment”) as provided under, and attached as an exhibit to, the Stipulation should be entered, and to determine whether the release by the Releasing Plaintiff Parties of the Settled Plaintiffs’ Claims, as set forth in the Stipulation, should be provided to the Released Defendant Parties;

(c) to determine whether the Class Representatives’ proposed Plan of Allocation is fair, reasonable and adequate, and should be approved by the Court;

(d) to consider Class Counsel’s motion for an award of attorneys’ fees and expenses; and

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

3. The Court reserves the right to approve the Settlement with or without modification, as agreed to by the Parties, and with or without further notice to the Class of any kind. The Court further reserves the right to enter the Judgment approving the Settlement, regardless of whether it has either approved the proposed Plan of Allocation and/or awarded

attorneys' fees and/or expenses. The Court may also adjourn the Settlement Hearing or modify any of the other dates provided for herein without further notice to members of the Class.

4. **Retention of Claims Administrator, Approval of Form, Content, and Manner of Giving Notice.** The Court approves the form, substance and requirements of the Notice of Proposed Class Action Settlement and Motion for Attorneys' Fees and Expenses (the "Settlement Notice") and the Proof of Claim and Release form ("Claim Form"), substantially in the forms annexed hereto as Exhibits 1 and 2, respectively.

5. The Court approves the retention of A.B. Data, Ltd. ("A.B. Data" or "Claims Administrator") as the Claims Administrator. The Claims Administrator shall cause the Settlement Notice and the Claim Form (together, the "Claim Packet"), substantially in the forms annexed hereto, to be mailed, by first-class mail, postage prepaid, on or before ten (10) business days after entry of this Preliminary Approval Order ("Notice Date"), to all Class Members who can be identified with reasonable effort, including by using the mailing records obtained in connection with the Class Notice. Allstate, to the extent it has not already done so, shall use its reasonable best efforts to obtain and provide to Class Counsel, or the Claims Administrator, its transfer records, in electronic searchable form, containing the names and addresses of purchasers of common stock of Allstate during the Class Period, to the extent that information is reasonably available, no later than five (5) business days after entry of this Preliminary Approval Order.

6. Class Counsel shall, not later than seven (7) calendar days before the Settlement Hearing, file with the Court proof of mailing of the Settlement Notice and Claim Form.

7. **Nominee Procedures.** In the previously disseminated Class Notice, banks, brokers and other nominees ("Nominees") were advised that if, for the beneficial interest of any person or entity other than themselves, they purchased Allstate common stock during the Class

Period, they must either: (i) within ten (10) calendar days of receipt of the Class Notice, provide a list of the names and addresses of all such beneficial owners to the A.B. Data; or (ii) within ten (10) calendar days of receipt of the Class Notice, request from A.B. Data sufficient copies of the Postcard Notice to forward to all such beneficial owners, and forward them to all such beneficial owners.

(a) For Nominees who previously chose the first option (*i.e.*, provided a list of names and addresses of beneficial holders to the A.B. Data), A.B. Data shall promptly mail a copy of the Claim Packet to each of the beneficial owners whose names and addresses the Nominee previously supplied. Unless the Nominee has identified additional beneficial owners whose names and addresses were not previously provided to A.B. Data, such Nominees need not take any further action;

(b) For Nominees who previously chose the second option (*i.e.*, elected to mail the Class Notice directly to beneficial owners), A.B. Data shall forward the same number of Claim Packets to such Nominees, and the Nominees shall, within seven (7) calendar days of receipt of the Claim Packets, mail them to the beneficial owners. Unless the Nominee has identified additional beneficial owners whose names and addresses were not previously provided to the Claims Administrator, such Nominees need not take any further action;

(c) For Nominees that have identified additional beneficial owners who were not previously identified in connection with the Class Notice, such Nominees shall either: (i) within seven (7) calendar days of receipt of the Claim Packet, request from the Claims Administrator sufficient copies of the Claim Packet to forward to all such additional beneficial owners, which the Nominee shall, within seven (7) calendar days of receipt of those Claim Packets from the Claims Administrator, mail to the beneficial owners; or (ii) within seven (7)

calendar days of receipt of the Claim Packet, provide a list of the names and addresses of all such additional beneficial owners to the Claims Administrator,

(d) Nominees who elect to send the Claim Packet to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action;

(e) Upon full and timely compliance with this Order, Nominees who mail the Claim Packets to beneficial owners, or who provide additional names and addresses of beneficial owners to the Claims Administrator, may seek reimbursement of their reasonable expenses actually incurred in complying with this Order of up to \$0.10 per name/address provided and up to \$0.10 plus postage at the Claims Administrator's rate for bulk mailings by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Nominees whose research yields no records, or a minimal number of beneficial owners, may ask the Claims Administrator to consider an upward adjustment for the reasonable costs incurred to perform their research. Properly documented expenses incurred by Nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any unresolved disputes as to the reasonableness or documentation of expenses subject to review by the Court.

8. **Summary Notice.** The Court approves the form of the Summary Notice of Proposed Class Action Settlement and Motion for Attorneys' Fees and Expenses ("Summary Notice"), substantially in the form annexed hereto as Exhibit 3, and directs Class Counsel to cause the Summary Notice to be published in *The Wall Street Journal* and to be transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date. Class Counsel shall, not

later than seven (7) calendar days before the Settlement Hearing, file with the Court proof of publication of the Summary Notice.

9. The form and content of the notice program described herein, and the methods set forth herein of notifying the Class of the Settlement and its terms and conditions, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure, Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons and entities entitled thereto.

10. **Participation in the Settlement.** In order to be eligible to receive a distribution from the Net Settlement Fund, in the event the Settlement is approved and becomes effective in accordance with the terms and conditions set forth in the Stipulation, each Claimant must take the following actions and be subject to the following conditions:

(a) A properly executed Claim Form, substantially in the form annexed hereto as Exhibit 2, must be submitted to the Claims Administrator, at the address indicated in the Settlement Notice, postmarked or electronically submitted no later than 120 calendar days after the Notice Date. Such deadline may be further extended by Court order or by Class Counsel in their discretion. Each Claim Form shall be deemed to have been submitted when postmarked (if properly addressed and mailed by first-class or overnight mail, postage prepaid). Any Claim Form submitted in any other manner shall be deemed to have been submitted when it was actually received at the address designated in the Settlement Notice. Any Class Member who does not timely submit a Claim Form within the time provided for shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court or

allowed by Class Counsel, but shall remain bound by all determinations and judgments in this Action, including the releases, concerning the Settlement, as provided by paragraph 12 of this Order. Notwithstanding the foregoing, Class Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed. Class Counsel shall have no liability for exercising their discretion in accepting or rejecting late claims.

(b) The Claim Form submitted by each Claimant must satisfy the following conditions, unless otherwise allowed pursuant to the Stipulation: (i) it must be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding subparagraph; (ii) it must be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation as is deemed adequate by the Claims Administrator, with such supervision by Class Counsel as necessary; (iii) if the person executing the Claim Form is acting in a representative capacity, a certification of her current authority to act on behalf of the Class Member must be included in the Claim Form; and (iv) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein, and must be signed under penalty of perjury.

(c) As part of the Claim Form, each Claimant shall submit to the jurisdiction of the Court with respect to the claim submitted.

11. Any Class Member may enter an appearance in this Action, at his, her or its own expense, individually or through counsel of his, her or its own choice, by filing with the Clerk of Court and delivering a notice of appearance to both Class Counsel and Defendants' Counsel, at

the addresses set forth in paragraph 13 below, such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, or as the Court may otherwise direct. If any Class Member does not enter an appearance, he, she or it will be represented by Class Counsel.

12. **No Second Opportunity to Request Exclusion from the Class.** In light of the extensive notice program undertaken in connection with class certification and the ample opportunity provided to Class Members to request exclusion from the Class at that time, the Court is exercising its discretion to not require a second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement proceedings. Class Members shall be bound by all orders, determinations and judgments in this Action, including the releases, whether favorable or unfavorable, unless such Persons timely and validly requested exclusion in connection with the Class Notice.

13. **Appearance and Objections at Settlement Hearing.** The Court will consider any Class Member's objection to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees or expenses only if such Class Member has: (A) served by hand or by mail his, her or its written objection and supporting papers, such that they are received on or before twenty-one (21) calendar days before the Settlement Hearing, and mailed to Class Counsel: Thomas G. Hoffman, Jr., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005; and Defendants' Counsel: Colleen E. Baime, McDermott Will & Emery, 444 West Lake, Chicago, IL 60606; and (B) filed said objections and supporting papers with the Clerk of the Court, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. Any Class Member who does not make his, her, or its objection in the manner provided for above, and in the Settlement Notice, shall be deemed to have waived such objection and shall forever be

foreclosed from making any objection to any aspect of the Settlement, to the Plan of Allocation, or to the request for attorneys' fees and expenses, unless otherwise ordered by the Court, but shall otherwise be bound by the Judgment to be entered and the releases to be given. The Court will consider all properly asserted objections, even if an objecting Class Member does not attend the Settlement Hearing. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and other expenses are required to indicate in their written objection their intention to appear at the Settlement Hearing, either in person or by counsel (who shall be identified in such written objection and file a notice of appearance in the Action). Persons who intend to object to the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses and who further desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witness(es) they may call to testify and any exhibit(s) they intend to offer into evidence at the Settlement Hearing. Class Members do not need to appear at the hearing or take any other action to indicate their approval of the proposed Settlement.

14. Pending final determination of whether the Settlement should be approved, Class Representatives, all Class Members, and each of them, and anyone who acts or purports to act on their behalf, shall not institute, commence or prosecute any action which asserts any Settled Plaintiffs' Claims against any of the Released Defendant Parties.

15. **Settlement Administration Fees and Expenses.** As provided in the Stipulation, before the Effective Date, Class Counsel may pay out of the Settlement Fund, without further approval from Defendants and without further order of the Court, Notice and Administration Expenses.

16. **Supporting Papers.** All papers in support of the Settlement, the proposed Plan of Allocation, and Class Counsel's request for an award of attorneys' fees and expenses shall be filed with the Court and served not later than thirty-five (35) calendar days before the Settlement Hearing. Any reply papers are to be filed with the Court and served no later than seven (7) calendar days before the Settlement Hearing.

17. **Settlement Fund.** The passage of title and ownership of the Settlement Fund to the Escrow Agent in accordance with, but subject to, the terms, conditions, and obligations of the Stipulation, is approved. No person who is not a Class Member or Class Counsel shall have any right to any portion of, or to any distribution of, the Settlement Fund unless otherwise ordered by the Court or otherwise provided in the Stipulation.

18. All funds held in escrow shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as such funds shall be disbursed pursuant to the Stipulation and/or further order of the Court.

19. Neither Defendants nor their counsel shall have any responsibility or liability for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Class Counsel or Class Representatives, and such matters shall be considered separately from, and are not a condition to any determination as to, the fairness, reasonableness and adequacy of the Settlement, or entry of the Judgment, including pursuant to Rule 54(b), approving the Settlement and dismissing the Action.

20. **Termination of Settlement.** If the Settlement fails to become effective as defined in the Stipulation or is terminated pursuant to the terms of the Stipulation, then, in any such event, the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Preliminary Approval Order, shall be null and void, of no further force or

effect, and without prejudice to any Party, and may not be introduced or considered as evidence or an admission, or used in any actions or proceedings by any person or entity against the Parties, and the Parties shall be deemed to have reverted, without prejudice, to their respective litigation positions in the Action as of June 28, 2023.

21. **Use of this Order.** Neither this Order, the Stipulation (whether or not finally approved or consummated, and including any exhibits thereto, any Plan of Allocation contained therein or approved by the Court, and the Supplemental Agreement), nor their negotiation, or any proceedings taken pursuant to them: (a) shall be offered against of the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Released Defendant Parties with respect to the truth of any fact alleged by Class Representatives, or of the validity of any claim that was or could have been asserted, or the deficiency of any defense that has been or could have been asserted in this Action or in any litigation, or of any liability, negligence, fault, or other wrongdoing of any kind by any of the Released Defendant Parties; (b) shall be offered against any of the Releasing Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of, any presumption, concession, or admission with respect to any liability, negligence, fault, or wrongdoing of any kind or in any way referred to for any other reason as against any of the Releasing Plaintiff Parties in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (c) shall be construed against any of the Released Parties as an admission, concession, or presumption that the consideration to be given represents the amount which could be or would have been recovered after trial; provided, however, that if the Stipulation is approved by the Court, the Released Parties and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or

otherwise to enforce the terms of the Settlement.

22. **Jurisdiction.** The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

Dated: \_\_\_\_\_, 2023

\_\_\_\_\_  
HONORABLE ROBERT W. GETTLEMAN  
UNITED STATES DISTRICT JUDGE

# **Exhibit A-1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**If you purchased the common stock of The Allstate Corporation from October 29, 2014 through August 3, 2015, inclusive, and were damaged thereby, you may be entitled to a payment from a class action settlement.**

*A Court authorized this notice. This is not a solicitation from a lawyer.*

- This Settlement Notice describes important rights you may have and what steps you must take if you wish to participate in the Settlement. *This Settlement Notice is different from the postcard Notice of Pendency of Class Action (“Class Notice”) that you might have received in 2021 alerting you to the fact that the Class had been certified.*
- If approved by the Court, the Settlement will create a \$90,000,000 cash fund, plus earned interest, for the benefit of eligible Class Members, before the deduction of attorneys’ fees and expenses awarded by the Court, Notice and Administration Expenses, and Taxes. This is an average recovery of approximately \$0.66 per allegedly damaged share, before these deductions.<sup>1</sup>
- The Settlement resolves claims by Carpenters Pension Trust Fund for Northern California, Carpenters Annuity Trust Fund for Northern California (together, “Northern California Carpenters” or “Lead Plaintiffs”) and named plaintiff City of Providence (“Providence” and, together with Northern California Carpenters, “Class Representatives”), on behalf of themselves and all other members of the Class (defined below) against The Allstate Corporation (“Allstate” or the “Company”), Thomas J. Wilson and Matthew E. Winter (collectively, the “Defendants”). It avoids the costs and risks of continuing the litigation; pays money to eligible investors; and releases the Released Defendant Parties (defined below) from liability.

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<sup>1</sup> The terms of the Settlement are in the Stipulation and Agreement of Settlement, dated \_\_\_\_\_, 2023 (the “Stipulation”), which can be viewed at [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com). All capitalized terms not defined in this Settlement Notice have the same meanings as defined in the Stipulation.

**PLEASE READ THIS SETTLEMENT NOTICE CAREFULLY.** It explains important rights you may have, including the possible receipt of cash from the Settlement. If you are a Class Member, your legal rights will be affected by this Settlement whether you act or do not act.

If you have any questions about this Settlement Notice, the Settlement, or your eligibility, please do not contact Allstate or its counsel. All questions should be directed to Class Counsel or the Claims Administrator (see ¶¶7–8 below).

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM ON OR BEFORE _____, 2023</b>	The <u>only</u> way to be eligible to receive a payment from the Settlement. See Question 8 below for details. If you are a Class Member, it is in your best interest to submit a Claim Form, because you will be bound by the Settlement approved by the Court and will give up all Settled Plaintiffs’ Claims against the Released Defendants Parties (defined in ¶40 below).
<b>OBJECT ON OR BEFORE _____, 2023</b>	If you do not like the Settlement, the Plan of Allocation, or Lead Counsel’s Fee and Expense Application, you may write to the Court and explain why you do not like them. You cannot object if you are not a Class Member. See Question 13 below for details.
<b>GO TO A HEARING ON _____, 2023 AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED BY NO LATER THAN _____, 2023</b>	Ask to speak to the Court at the Settlement Hearing about the Settlement, the Plan of Allocation, or Class Counsel’s Fee and Expense Application. See Questions 14-16 below for details.
<b>DO NOTHING</b>	If you are a member of the Class and you do not submit a valid Claim Form, you will not be eligible for a payment from the Settlement. You will, however, be bound by the Judgment and orders entered by the Court, which means that you will give up your right to sue about the claims that are resolved by the Settlement.

- These rights and options—**and the deadlines to exercise them**—are explained in this Settlement Notice.
- The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be made to all Class Members who timely submit valid Claim Forms, if the Court approves the Settlement and after any appeals are resolved. Please be patient, as this process can take some time to complete.
- Unless you previously submitted a valid request for exclusion from the Class in connection with the Class Notice, you will be bound by any judgment or order entered by the Court in the Action, regardless of whether you object to the Settlement and regardless of whether

you submit a Claim Form to share in the Net Settlement Fund or whether your Claim Form is accepted in whole or in part.

## SUMMARY OF THE NOTICE

### Statement of the Class's Recovery

1. Subject to Court approval, Class Representatives, on behalf of the Class, have agreed to settle the Action in exchange for a payment of \$90,000,000 in cash (the "Settlement Amount"), which will be deposited into an interest-bearing Escrow Account (the "Settlement Fund"). Based on Class Representatives' damages expert's estimate of the number of shares of Allstate common stock eligible to participate in the Settlement, and assuming that all investors eligible to participate in the Settlement do so, it is estimated that the average recovery, before deduction of any Court-approved fees and expenses, such as attorneys' fees, Litigation Expenses, Taxes, and Notice and Administration Expenses, would be approximately \$0.66 per allegedly damaged share. If the Court approves Class Counsel's Fee and Expense Application (discussed below), the average recovery would be approximately \$0.46 per allegedly damaged share. **These average recovery amounts are only estimates and Class Members may recover more or less than these estimated amounts.** A Class Member's actual recovery will depend on, for example: (i) the total number and value of claims submitted; (ii) the amount of the Net Settlement Fund; (iii) when and how many shares of Allstate common stock the Class Member purchased during the Class Period; and (iv) whether and when the Class Member sold Allstate common stock. See the Plan of Allocation beginning on page [ ] for information on the calculation of your Recognized Claim.

### Statement of Potential Outcome of Case if the Action Continued to Be Litigated

2. The Parties disagree about both liability and damages and do not agree about the amount of damages that would be recoverable if Class Representatives were to prevail on each claim alleged. Among other things, Defendants do not agree with the assertion that they violated

the federal securities laws or that any damages were suffered by any Class Members (at all, or in the amount contended by plaintiffs). The issues on which the Parties disagree also include, for example, whether: (i) Defendants made any statements or omitted any facts that were materially false or misleading, or otherwise actionable under the federal securities laws; (ii) any such statements or omissions were made with the requisite level of intent or recklessness; (iii) the amounts by which the price of Allstate common stock was allegedly artificially inflated, if at all, during the Class Period; and (iv) the extent to which factors, such as general market, economic and industry conditions, influenced the prices of Allstate common stock during the Class Period.

3. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions or omissions. While Class Representatives believe they have meritorious claims, they recognize that there are significant obstacles in the way to recovery.

**Statement of Attorneys' Fees and Expenses Sought**

4. Class Counsel, on behalf of all Plaintiffs' Counsel,<sup>2</sup> will apply to the Court for an award of attorneys' fees from the Settlement Fund in an amount not to exceed 25% of the Settlement Fund, which includes any accrued interest. Class Counsel will also apply for payment of Litigation Expenses incurred by Plaintiffs' Counsel in prosecuting the Action in an amount not to exceed \$4,600,000, plus accrued interest at the same rate earned by the Settlement Fund, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. If the Court approves Class Counsel's Fee and

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<sup>2</sup> Plaintiffs' Counsel are Labaton Sucharow LLP, Pomerantz LLP and Thornton Law Firm.

Expense Application in full, the average amount of fees and expenses, assuming claims are submitted for all shares eligible to participate in the Settlement, will be approximately \$0.20 per allegedly damaged share of Allstate common stock. A copy of the Fee and Expense Application will be posted on [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com) after it has been filed with the Court.

### **Reasons for the Settlement**

5. For Class Representatives, the principal reason for the Settlement is the guaranteed cash benefit to the Class. This benefit must be compared to the uncertainty of being able to prove the allegations in the Second Amended Complaint; the risk that the Court may grant some or all of the pending motions *in limine* filed by Defendants; the uncertainty of a greater recovery after a trial and appeals; the risks of litigation, especially in complex actions like this, as well as the difficulties and delays inherent in such litigation (including any trial and appeals).

6. For Defendants, who deny all allegations of wrongdoing or liability and deny that Class Members were damaged, the sole reason for entering into the Settlement is to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

### **Identification of Attorneys' Representatives**

7. Class Representatives and the Class are represented by Class Counsel, Thomas G. Hoffman, Jr., Esq., Labaton Sucharow LLP, 140 Broadway, New York, NY 10005, [www.labaton.com](http://www.labaton.com); [settlementquestions@labaton.com](mailto:settlementquestions@labaton.com); (888) 219-6877.

8. Further information regarding the Action, the Settlement, and this Settlement Notice may be obtained by contacting the Claims Administrator: *Allstate Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173121, Milwaukee, WI 53217, (877) 829-4143, [info@allstatesecuritieslitigation.com](mailto:info@allstatesecuritieslitigation.com), [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com); or Class Counsel.

**Please Do Not Call the Court with Questions About the Settlement.**

## BASIC INFORMATION

### 1. Why did I get this Settlement Notice?

9. The Court authorized the mailing of this Settlement Notice to you because you or someone in your family or an investment account for which you serve as a custodian may have purchased Allstate common stock during the period from October 29, 2014 through August 3, 2015, inclusive (the “Class Period). **Receipt of this Settlement Notice does not mean that you are a member of the Class or that you are entitled to receive a payment. If you wish to be eligible for a payment, you are required to submit the Claim Form that is distributed with this Settlement Notice. See Question 8 below.**

10. The purpose of this Settlement Notice is to inform you of the terms of the Settlement, and of a hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement, the Plan of Allocation, and Class Counsel’s Fee and Expense Application (the “Settlement Hearing”). See ¶¶50-54 below for details about the Settlement Hearing, including the date and time. This Settlement Notice is different from the postcard Class Notice that you might have received in 2021 alerting you to the fact that the Class had been certified.

11. The Court in charge of the Action is the United States District Court for the Northern District of Illinois, and the case is known as *In re The Allstate Corporation Securities Litigation*, Case No. 16-cv-10510. The Action is assigned to the Honorable Robert W. Gettleman. This Settlement Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement, then payments will be made after any appeals are resolved and after the completion of all claims processing.

**2. What is this case about and what has happened so far?**

12. Allstate operates primarily as a property-liability insurer in the United States and Canada. Incorporated in 1992 as a holding company for Allstate Insurance Company, Allstate is one of the largest personal passenger auto insurers in the United States. The Action primarily relates to Allstate's auto insurance business. It asserts that Defendants made material misstatements and omissions with respect to the proximate cause for a large spike in auto claims frequency (*i.e.*, the number of claims filed against auto insurance policies), which allegedly had a material negative impact on the Company's financial condition throughout the Class Period.

13. On November 10, 2016, the initial complaint in *City of St. Clair Shores Police and Fire Retirement System v. The Allstate Corporation et al.*, No. 16-cv-10510-RWG, was filed in the United States District Court for the Northern District of Illinois. On January 9, 2017, motions to appoint a lead plaintiff and to approve lead plaintiff's selection of counsel were filed by two movants. On January 17, 2017, the Court issued an order appointing Northern California Carpenters as Lead Plaintiffs and approving their selection of Labaton Sucharow LLP as Lead Counsel for the Class and Pomerantz LLP as Liaison Counsel for the Class.

14. Lead Plaintiffs filed the Consolidated Class Action Complaint on March 30, 2017 (the "Complaint"), asserting claims against all Defendants under Sections 10(b) of the Securities and Exchange Act of 1934 ("Exchange Act") and Rule 10b-5 promulgated thereunder, and against the Individual Defendants under Section 20(a) of the Exchange Act.

15. Defendants moved to dismiss the Complaint on June 1, 2017, and on February 27, 2018, the Court issued a Memorandum Opinion and Order denying Defendants' motion to dismiss. Thereafter, on March 27, 2018, Defendants filed their answer to the Complaint, denying all allegations of wrongdoing or damages and asserting affirmative defenses.

16. On June 22, 2018, Lead Plaintiffs moved for class certification, appointment of Northern California Carpenters and Providence as class representatives, and appointment of Lead Counsel as class counsel. Defendants opposed Lead Plaintiffs' class certification motion on October 5, 2018. On November 19, 2018, Lead Plaintiffs filed a reply in further support of their class certification motion, Defendants moved for leave to file a surreply on December 6, 2018, and on December 10, 2018, Lead Plaintiffs filed an opposition to Defendants' motion for a surreply or, in the alternative, for leave to file a response to Defendants' proposed surreply. During a December 12, 2018 hearing, the Court granted Defendants leave to file a surreply and granted Lead Plaintiffs leave to file a response.

17. The Court ultimately granted Lead Plaintiffs' class certification motion on March 26, 2019. On April 9, 2019, Defendants filed a petition for permission to appeal the Court's class certification order under Fed. R. Civ. P. 23(f) in the Seventh Circuit Court of Appeals. Lead Plaintiffs opposed that petition on April 18, 2019 and Defendants filed a reply in further support of their petition on April 23, 2019. The Seventh Circuit granted Defendants' petition on April 25, 2019.

18. On September 6, 2018, Lead Plaintiffs moved to amend the Consolidated Class Action Complaint to add Providence as a named plaintiff. During a September 12, 2018 hearing, the Court granted Lead Plaintiffs' motion to amend and Lead Plaintiffs filed the operative Second Amended Consolidated Class Action Complaint ("Second Amended Complaint") that same day. On October 11, 2018, Defendants filed their answer to the Second Amended Complaint.

19. On June 10, 2019, Defendants filed their class certification appellate brief and Lead Plaintiffs filed their appellees' brief on July 10, 2019. The argument took place on September 18, 2019. On July 16, 2020, the Seventh Circuit issued an opinion affirming the Court's class certification order, in part, and vacating and remanding it, in part. On September 18, 2020, the

Court ordered the Parties to file lists of the class certification issues remaining to be decided, which the Parties submitted on October 5, 2020. On October 5, 2020, the Court ordered the Parties to submit supplemental class certification briefing.

20. On December 21, 2020, the Court issued its second order granting class certification. Defendants filed a petition to appeal that order in the Seventh Circuit on January 4, 2021, which the Seventh Circuit denied following briefing on the petition.

21. On February 19, 2021, Class Representatives filed an unopposed motion for approval of the form and content of notices of pendency of the Action as a class action, and the methods for providing notice to the Class, which was granted on February 20, 2021.

22. Beginning on March 12, 2021, the Class Notice was mailed to potential Class Members and made available on the case website, [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com). Among other things, the Class Notice provided Class Members with the opportunity to request exclusion from the Class (*i.e.*, to “opt out”), the requirements for requesting exclusion, and reported a May 11, 2021 deadline for seeking exclusion. Information in summary form was also published in *Investor’s Business Daily* and transmitted over the Internet via *PR Newswire*.

23. Fact discovery in the Action began in May 2018 and during the course of the Action the Parties engaged in extensive discovery that included the review of nearly 300,000 pages of documents produced by the Parties and relevant third parties; and taking or defending 35 fact and expert depositions, including the depositions of Class Representatives, Class Representatives’ investment advisors, numerous current and former employees of the Company, and the Parties’ experts. In connection with expert discovery, the Parties submitted 15 expert reports, including oppositions and replies thereto.

24. On March 4, 2021, Defendants filed motions to exclude the opinions and testimony proffered by all of Class Representatives’ experts in their entirety and Class

Representatives filed a motion to exclude certain opinions and testimony proffered by Defendants' experts. The Parties filed their oppositions to those motions on April 1, 2021 and replies in further support of those motions on April 12 and 22, 2021. Following supplemental briefing on the motions, Magistrate Judge Jantz issued a report denying all of the motions except with respect to one opinion offered by Defendants' loss causation and damages expert, Paul J. Gompers. Defendants filed an objection to Magistrate Judge Jantz's report, which Class Representatives opposed. Defendants filed a reply in further support of their objection and on February 22, 2022, the Court issued an order adopting Magistrate Judge Jantz's report in its entirety.

25. On March 23, 2022, Defendants filed a motion for summary judgment, seeking dismissal of all claims alleged in the Action, which Class Representatives opposed on May 12, 2022. Defendants filed a reply in further support of their motion on June 13, 2022. On July 26, 2022, the Court issued an order granting in part and denying in part Defendants' summary judgment motion.

26. On January 10, 2023, Class Representatives filed a motion to bifurcate trial, Defendants filed a trial brief, and the Parties filed various motions *in limine*. The Parties submitted a Joint Pretrial Order on January 11, 2023. On January 20, 2023, the Parties filed oppositions to the motions *in limine*. On January 26, 2023, Defendants filed an opposition to Class Representatives' motion to bifurcate trial and, on February 9, 2023, Class Representatives filed a reply in further support of that motion.

27. Following the submission of the Joint Pretrial Order, the Parties agreed to explore the possibility of a negotiated resolution of the Action and engaged the Honorable Layn R. Phillips (Ret.), a well-respected and highly experienced mediator and retired federal judge who had conducted two prior mediations in the Action, one in August 2019 and the second in June 2022. In advance of the June 28, 2023 mediation session, Class Representatives provided a detailed

mediation statement to the mediator, which addressed issues of both liability and damages. On June 28, 2023, a representative of Northern California Carpenters and counsel for all Parties met for a full day mediation session with Judge Phillips in an attempt to reach a settlement. The Parties reached an agreement in principle to settle the Action that day and executed a Term Sheet, subject to the execution of a customary “long form” stipulation and agreement of settlement and related papers.

28. On \_\_\_\_\_, the Parties executed the Stipulation which sets forth the terms and conditions of the Settlement. On \_\_\_\_\_, the Court preliminarily approved the Settlement, authorized the mailing of this Settlement Notice, and scheduled the Settlement Hearing to consider whether to grant final approval to the Settlement.

**3. Why is this a class action?**

29. In a class action, one or more persons or entities (in this case, Class Representatives), sue on behalf of people and entities who have similar claims. Together, these people and entities are a “class,” and each is a “class member.” Class actions allow the adjudication of many individuals’ similar claims that might be too small economically to bring as individual actions. One court resolves the issues for all class members at the same time.

**4. What are the reasons for the Settlement?**

30. The Court did not finally decide in favor of Class Representatives or Defendants. Instead, both sides agreed to a settlement. Class Representatives and Class Counsel believe that the claims asserted in the Action have merit. They recognize, however, the expense and length of continued proceedings needed to pursue the claims through trial and appeals, as well as the difficulties in establishing liability. In the absence of a settlement, the Parties would present factual and expert testimony on each of these issues, and there is a risk that the Court or jury would resolve these issues unfavorably against Class Representatives and the Class. Class Representatives and

Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class.

31. Defendants have denied and continue to deny each and every one of the claims alleged by Class Representatives in the Action, including all claims in the Second Amended Complaint. Defendants have agreed to the Settlement solely to eliminate the burden and expense of continued litigation. Accordingly, the Settlement may not be construed as an admission of any wrongdoing by any Defendant in this or any other action or proceeding.

### WHO IS IN THE SETTLEMENT

<b>5. How do I know if I am part of the Class?</b>
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32. The Class certified by the Court consists of:

*All persons and entities that purchased the common stock of Allstate from October 29, 2014 through August 3, 2015, inclusive, (the “Class Period”) and who were damaged thereby.*

If you are a member of the Class and did not previously seek exclusion from the Class in connection with the Class Notice, you are in the Class and subject to the Settlement.

33. If one of your mutual funds purchased Allstate common stock during the Class Period that does not make you a Class Member, although your mutual fund may be. You are a Class Member only if you individually purchased Allstate common stock during the Class Period. Check your investment records or contact your broker to see if you have any eligible purchases or acquisitions. The Parties do not independently have access to your trading information. **PLEASE NOTE: RECEIPT OF THIS SETTLEMENT NOTICE DOES NOT MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU WILL BE ENTITLED TO RECEIVE A PAYMENT.**

34. **If you wish to be eligible for a payment from the Settlement, you must submit**

**the Claim Form that is being distributed with this Settlement Notice. See Question 8, below.**

**6. Are there exceptions to being included?**

35. Yes. There are some individuals and entities who are excluded from the Class by definition. Excluded from the Class are: (i) Allstate and its subsidiaries; (ii) the Individual Defendants, any trust they control or beneficially own, and their Immediate Families; (iii) the officers and directors of Allstate during the Class Period and their Immediate Families; (iv) the legal representatives, heirs, successors, or assigns of any excluded person or entity; and (v) any person or entity that requested exclusion from the Class in connection with the previously issued Class Notice.

**THE SETTLEMENT BENEFITS**

**7. What does the Settlement provide?**

36. In exchange for the Settlement and the release of the Settled Plaintiffs' Claims against the Released Defendant Parties, Defendants have agreed to cause a \$90,000,000 cash payment to be made, which, along with any interest earned, will be distributed after deduction of Court-awarded attorneys' fees and Litigation Expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court (the "Net Settlement Fund"), to Class Members who send in valid and timely Claim Forms.

**8. How can I receive a payment?**

37. To qualify for a payment from the Net Settlement Fund, you must submit a timely and valid Claim Form. A Claim Form is included with this Settlement Notice. You may also obtain one from the case website: [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com), or from Class Counsel's website: [www.labaton.com](http://www.labaton.com). You can also request that a Claim Form be mailed to you by calling the Claims Administrator toll-free at (877) 829-4143.

38. Please read the instructions contained in the Claim Form carefully. Fill out the Claim Form, include all the documents the form requests, sign it, and either mail it to the Claims Administrator using the address listed in the Claim Form or submit it online at [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com). Claim Forms must be **postmarked (if mailed) or received no later than \_\_\_\_\_, 2023.**

**9. When will I receive my payment?**

39. The Court will hold a Settlement Hearing on \_\_\_\_\_, **2023** to decide, among other things, whether to finally approve the Settlement. Even if the Settlement is approved, there may be appeals, which can take time to resolve, perhaps more than a year. It also takes a long time for all Claim Forms to be accurately reviewed and processed. Please be patient.

**10. What is the Class giving up in exchange for the Settlement?**

40. If you are a Class Member and did not timely and validly exclude yourself from the Class in connection with the Class Notice, you will remain in the Class and be bound by all orders issued by the Court. If the Settlement is approved, the Court will enter the Judgment. The Judgment will dismiss the Action with prejudice and will provide that, upon the Effective Date of the Settlement (*see* ¶41 below), Class Representatives and each and every other Releasing Plaintiff Party (as defined in ¶40(c) below), shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed, with prejudice, each and every one of the Settled Plaintiffs' Claims (as defined in ¶40(a) below) against each and every one of the Released Defendant Parties (as defined in ¶40(b) below) and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Settled Plaintiffs' Claims against any and all of the Released Defendant Parties.

(a) **"Settled Plaintiffs' Claims"** means any and all claims, demands, rights, actions, causes of action, liabilities, damages, losses, obligations, judgments, duties, suits, costs, expenses,

matters and issues known or Unknown, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, liquidated or unliquidated, matured or unmatured, accrued or unaccrued, apparent or unapparent, that have been, could have been, or in the future can or might be asserted in any court, tribunal or proceeding, (including but not limited to any claims arising under federal, state, foreign or common law, including the federal securities laws and any state disclosure law), by or on behalf of Class Representatives or any other member of the Class, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, legal representatives, predecessors, successors, and assigns, in their capacities as such, whether individual, direct, class, representative, legal, equitable, or any other type or in any other capacity against any or all of the Released Defendant Parties which the Releasing Plaintiff Parties (a) asserted in the Action; or (b) could have asserted in the Action or any forum that arise out of, are based upon, or relate to, both (i) the allegations, transactions, facts, matters or occurrences, representations or omissions involved, set forth, or referred to in the Action, and (ii) the purchase, acquisition, holding, or sale of Allstate publicly traded common stock during the Class Period (collectively, the “Settled Plaintiffs’ Claims”). Notwithstanding the foregoing, Settled Plaintiffs’ Claims shall not include: (i) claims relating to the enforcement of the Settlement; or (ii) or any claims in the shareholder derivative actions *Sundquist v. Wilson, et al.*, No. 18 CV 3598 (N.D. Ill.), *IBEW Local 98 Pension Fund, et al. v. Wilson, et al.*, 2018-CH-04793 (Cook Cty Circuit Crt, IL), *Biefeldt, et al. v. The Allstate Corp., et al.*, 2017-CH-10676 (Cook Cty Circuit Crt, IL), and *Mims v. Wilson, et al.*, No. 1:20-cv-01038 (N.D. Ill.).

(b) **“Released Defendant Party”** or **“Released Defendant Parties”** means Defendants, and each of their respective past or present parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, insurers, employees, agents, attorneys, advisors (including financial or investment advisors), accountants, auditors, consultants, underwriters, investment

bankers, commercial bankers, general or limited partners, partnerships, limited liability companies, predecessors, successors, assigns, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, immediate family members, purchasers, and assigns of each of the foregoing), in their capacities as such.

(c) **“Releasing Plaintiff Party”** or **“Releasing Plaintiff Parties”** means the Class Representatives, the Class, Class Counsel, and each of their respective past or present trustees, officers, directors, partners, employees, contractors, auditors, principals, agents, attorneys, predecessors, successors, assigns, insurers, parents, subsidiaries, general or limited partners or partnerships, limited liability companies, heirs, trustees, administrators, and any of their legal representatives (and the predecessors, heirs, executors, administrators, trustees, successors, Immediate Family members, purchasers, and assigns of each of the foregoing), in their capacities as such. Releasing Plaintiff Parties does not include any Person who timely and validly sought exclusion from the Class.

(d) **“Unknown Claims”** means any and all Settled Plaintiffs’ Claims that Class Representatives, or any other Class Member, do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, and any and all Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff Parties, which if known by him, her, or it might have affected his, her, or its decision(s) with respect to the Settlement, including, in the case of any Class Member, the decision to object to the terms of the Settlement or to seek to be excluded from the Class. With respect to any and all Settled Plaintiffs’ Claims and Released Defendants’ Claims, the Parties stipulate and agree that, upon the Effective Date, Class Representatives and Defendants shall expressly, and each Class Member, shall be deemed to have, and by operation of the

Judgment or Alternative Judgment shall have, to the fullest extent permitted by law, expressly waived and relinquished any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, including, or which is similar, comparable, or equivalent to, Cal. Civ. Code § 1542, which provides:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Class Representatives, other Class Members, or the Defendants, may hereafter discover facts, legal theories, or authorities in addition to, contrary to, or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Claims, but Class Representatives and Defendants expressly, fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Class Member shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and upon the Effective Date and by operation of the Judgment or Alternative Judgment shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Settled Plaintiffs' Claims and Released Defendants' Claims, as applicable, known or unknown, suspected or unsuspected, contingent or absolute, accrued or unaccrued, apparent or unapparent, which now exist, or heretofore existed, or may hereafter exist, without regard to the subsequent discovery or existence of such different, contrary, or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and all other Class Members, by operation of law shall be deemed to have acknowledged, that the inclusion of "Unknown Claims" in the definition of Settled Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the Settlement.

41. The “Effective Date” will occur when an Order entered by the Court approving the Settlement becomes Final and is not subject to appeal. If you are a member of the Class, all of the Court’s orders, whether favorable or unfavorable, will apply to you and legally bind you.

42. Upon the “Effective Date,” Defendants will also provide a release of any claims against Class Representatives and the Class arising out of or related to the institution, prosecution, or settlement of the claims in the Action.

### **THE LAWYERS REPRESENTING YOU**

#### **11. Do I have a lawyer in this case?**

43. Labaton Sucharow LLP is Class Counsel in the Action. Class Counsel along with Pomerantz LLP and Thornton Law Firm LLP are Plaintiffs’ Counsel. Class Counsel represent all Class Members. You will not be separately charged for the work of Class Counsel and the other Plaintiffs’ Counsel. The Court will determine the amount of attorneys’ fees and Litigation Expenses, which will be paid from the Settlement Fund.

44. If you want to be represented by your own lawyer, you may hire one at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her appearance on the attorneys listed in the section entitled, “How do I tell the Court that I do not like something about the proposed Settlement?”

#### **12. How will the lawyers be paid?**

45. Class Counsel, together with the other Plaintiffs’ Counsel, have been prosecuting the Action on a contingent basis and have not been paid for any of their work. Class Counsel, on behalf of themselves and the other Plaintiffs’ Counsel, will seek an attorneys’ fee award of no more than 25% of the Settlement Fund, which will include accrued interest. Class Counsel has agreed to share the awarded attorneys’ fees with other Plaintiffs’ Counsel. Payment to Plaintiffs’

Counsel will in no way increase the fees that are deducted from the Settlement Fund. Class Counsel will also seek payment of Litigation Expenses incurred by Plaintiffs' Counsel in the prosecution of the Action of no more than \$4,600,000, plus accrued interest, which may include an application in accordance with the PSLRA for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. As explained above, any attorneys' fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

**OBJECTING TO THE SETTLEMENT, THE PLAN OF ALLOCATION, OR  
THE FEE AND EXPENSE APPLICATION**

**13. How do I tell the Court that I do not like something about the proposed Settlement?**

46. If you are a Class Member, you can object to the Settlement or any of its terms, the proposed Plan of Allocation, and/or Class Counsel's Fee and Expense Application. You may write to the Court about why you think the Court should not approve any or all of the Settlement terms or related relief. If you would like the Court to consider your views, you must file a proper objection within the deadline, and according to the following procedures.

47. To object, you must send a signed letter stating that you object to the proposed Settlement, the Plan of Allocation, and/or the Fee and Expense Application in "*In re The Allstate Corporation Securities Litigation*, Case No. 16-cv-10510 (N.D. Ill.)." The objection must also: (i) state the name, address, e-mail address and telephone number of the objector and must be signed by the objector; (ii) contain a statement of the Class Member's objection or objections and the specific reasons for each objection, including whether it applies only to the objector, to a specific subset of the Class, or the entire Class, any legal and evidentiary support (including witnesses) the Class Member wishes to bring to the Court's attention; (iii) include documents sufficient to show the objector's membership in the Class, including the number of shares of Allstate purchased, acquired and sold during the Class Period, as well as the dates and prices of each such purchase,

acquisition and sale. Your objection must be filed with the Court at the address below **no later than \_\_\_\_\_, 2023 and** be mailed or delivered to the following counsel so that it is received no later than \_\_\_\_\_, 2023.

<u>Court</u>	<u>Class Counsel</u>	<u>Defendants' Counsel</u>
<p><b>Clerk of the Court</b>            United States District Court            Northern District of Illinois,            Everett McKinley Dirksen            United States Courthouse            219 South Dearborn Street,            Chicago, IL 60604</p>	<p><b>Labaton Sucharow LLP</b>            Thomas G. Hoffman, Jr., Esq.            140 Broadway            New York, NY 10005</p>	<p><b>McDermott Will &amp; Emery,</b>            Colleen E. Baime, Esq.            444 West Lake            Chicago, IL 60606</p>

48. You do not need to attend the Settlement Hearing to have your written objection considered by the Court. However, any Class Member who has complied with the procedures described in this Question 13 and below in Question 16 may appear at the Settlement Hearing and be heard, to the extent allowed by the Court. An objector may appear in person or arrange, at his, her, or its own expense, for a lawyer to represent him, her, or it at the Settlement Hearing.

49. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, or Class Counsel's Fee and Expense Application.

**THE SETTLEMENT HEARING**

**14. When and where will the Court decide whether to approve the proposed Settlement?**

50. The Court will hold the Settlement Hearing on \_\_\_\_\_, 2023 in Courtroom 1703 at the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 at \_\_\_\_\_.m., or remotely using directions that will be posted in advance on the case website, at the Court's discretion.

51. At this hearing, the Honorable Robert W. Gettleman will consider whether: (i) the Settlement is fair, reasonable, adequate, and should be approved; (ii) the Plan of Allocation is fair and reasonable, and should be approved; and (iii) the application of Class Counsel for an award of attorneys' fees and payment of Litigation Expenses is reasonable and should be approved. The Court will take into consideration any written objections filed in accordance with the instructions in Question 13 above. We do not know how long it will take the Court to make these decisions.

52. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Class Counsel or visit the case website, [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com), beforehand to be sure that the hearing date and/or time has not changed.

**15. Do I have to come to the Settlement Hearing?**

53. No. You can participate in the Settlement without attending the Settlement Hearing. Class Counsel will answer any questions the Court may have. But, you are welcome to attend at your own expense. If you submit a valid and timely objection, the Court will consider it and you do not have to come to Court to discuss it. You may have your own lawyer attend (at your own expense), but it is not required. If you do hire your own lawyer, he or she must file and serve a Notice of Appearance in the manner described in the answer to Question 16 below **no later than \_\_\_\_\_, 2023.**

**16. May I speak at the Settlement Hearing?**

54. If you are a member of the Class, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must, **no later than \_\_\_\_\_, 2023**, submit a statement to the Court, Class Counsel, and Defendants' Counsel that you, or your attorney, intend to appear in "*In re The Allstate Corporation Securities Litigation*, Case No. 16-cv-10510 (N.D.

Ill.).” Persons who intend to present evidence at the Settlement Hearing must also include in their objections (prepared and submitted in accordance with the answer to Question 13 above) the identities of any witnesses they may wish to call to testify and any exhibits they intend to introduce into evidence at the Settlement Hearing. You may not speak at the Settlement Hearing if you previously excluded yourself from the Class or if you have not provided written notice of your intention to speak in accordance with the procedures described in this Question 16 and Question 13 above.

### **IF YOU DO NOTHING**

<b>17. What happens if I do nothing at all?</b>
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55. If you do nothing and you are a member of the Class, you will receive no money from the Settlement, but you will still be precluded from starting a lawsuit, continuing with a lawsuit, or being part of any other lawsuit against Defendants and the other Released Defendant Parties concerning the Settled Plaintiffs’ Claims. To share in the Net Settlement Fund, you must submit a Claim Form (*see* Question 8 above).

### **GETTING MORE INFORMATION**

<b>18. Are there more details about the Settlement?</b>
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56. This Settlement Notice contains only a summary of the proposed Settlement. More details are contained in the Stipulation. For more information about the matters involved in this case, you may also review the papers on file with the Court during business hours at the Office of the Clerk of the Court, United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604. (Please check the Court’s website, [www.ilnd.uscourts.gov](http://www.ilnd.uscourts.gov) for information about Court closures before visiting.) Subscribers to PACER, a fee-based service, can also view the papers filed

publicly in the Action through the Court’s on-line Case Management/Electronic Case Files System at <https://www.pacer.gov>.

57. You can also get a copy of the Stipulation, and other documents related to the Settlement, as well as additional information about the Settlement, by visiting the case website, [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com), or the website of Class Counsel, [www.labaton.com](http://www.labaton.com). You may also call the Claims Administrator toll free at (877) 829-4143 or write to the Claims Administrator at [info@allstatesecuritieslitigation.com](mailto:info@allstatesecuritieslitigation.com), or *Allstate Securities Litigation*, c/o A.B. Data, Ltd., P.O. Box 173121, Milwaukee, WI 53217. **Please do not call the Court with questions about the Settlement.**

#### PLAN OF ALLOCATION OF THE NET SETTLEMENT FUND

<b>19. How will my claim be calculated?</b>
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58. The Plan of Allocation (the “Plan of Allocation” or “Plan”) set forth below is the plan for distributing the Settlement proceeds that is being proposed to the Court for approval by Class Representatives and Class Counsel. The Court may approve this Plan of Allocation or modify it without additional individual notice to the Class. Any order modifying the Plan of Allocation will be posted on the case website at [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com) and at [www.labaton.com](http://www.labaton.com).

59. The Settlement Amount and the interest it earns is the “Settlement Fund.” The Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Expenses, Taxes, and any other fees or expenses approved by the Court is the “Net Settlement Fund.” The Net Settlement Fund will be distributed to members of the Class who timely submit valid Claim Forms that show a Recognized Claim according to the Plan of Allocation approved by the Court.

60. The Claims Administrator shall determine each Authorized Claimant's *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant's "Recognized Claim." The Recognized Claim formula is not intended to estimate the amount a Class Member might have been able to recover after a trial; nor is it an estimate of the amount that will be paid to Authorized Claimants pursuant to the Settlement because the Settlement does not recover 100% of alleged damages. The Recognized Claim formula is the basis upon which the Net Settlement Fund will be proportionately allocated to Authorized Claimants.

61. The objective of this Plan of Allocation is to equitably distribute the Net Settlement Fund among Authorized Claimants who suffered economic losses as a result of the alleged violations of the federal securities laws during the Class Period. To design this Plan, Class Counsel conferred with its damages expert. The Plan of Allocation, however, is not a formal damages analysis.

62. The Plan of Allocation generally measures the amount of loss that a Class Member can claim for purposes of making *pro rata* allocations of the Net Settlement Fund to Authorized Claimants. For losses to be compensable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the securities at issue. In this case, Class Representatives allege that Defendants issued false statements and omitted material facts during the Class Period which allegedly artificially inflated the price of Allstate common stock. It is alleged that corrective information released to the market impacted the market price of Allstate common stock on February 5, 2015, February 6, 2015, May 6, 2015, and August 4, 2015 in a statistically significant manner and removed alleged artificial inflation from the Allstate share price. Accordingly, in order to have a compensable loss in this Settlement, shares of Allstate common stock must have been purchased during the Class Period and held through at least one of the alleged corrective disclosure dates.

### CALCULATION OF RECOGNIZED LOSS AMOUNTS

63. For purposes of determining whether a Claimant has a Recognized Claim, purchases, acquisitions, and sales of Allstate common stock will first be matched on a First In/First Out (“FIFO”) basis.

64. A “Recognized Loss Amount” will be calculated as set forth below for each purchase of Allstate common stock during the Class Period from October 29, 2014 through and including August 3, 2015 that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Claimant’s Recognized Loss Amount results in a negative number, that number shall be set to zero. The sum of a Claimant’s Recognized Loss Amounts will be the Claimant’s “Recognized Claim.”<sup>3</sup>

1. **For each share of Allstate common stock purchased or otherwise acquired during the period from October 29, 2014 through February 4, 2015, inclusive, and:**
  - A. sold prior to the close of trading on February 4, 2015, the Recognized Loss Amount per share is zero;
  - B. sold on February 5, 2015, the Recognized Loss Amount per share is the lesser of:
    - (1) \$0.88 per share; or
    - (2) the purchase price per share less the sales price per share;
  - C. sold from February 6, 2015 through May 5, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
    - (1) \$2.09 per share; or
    - (2) the purchase price per share less the sales price per share;
  - D. sold from May 6, 2015 through August 3, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
    - (1) \$4.25 per share; or
    - (2) the purchase price per share less the sales price per share;

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<sup>3</sup> Table 1 below summarizes the alleged inflation amount per share of Allstate common stock for the calculation of the Recognized Loss Amounts.

- E. sold from August 4, 2015 through November 1, 2015, inclusive,<sup>4</sup> the Recognized Loss Amount per share is the lesser of:
  - (1) \$9.38 per share; or
  - (2) the purchase price per share less the greater of (i) the sales price per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;<sup>5</sup>
  
- F. held at the opening of trading on November 2, 2015, the Recognized Loss Amount per share is the lesser of:
  - (1) \$9.38 per share; or
  - (2) the purchase price per share less \$60.17.<sup>6</sup>

**2. For each share of Allstate common stock purchased or otherwise acquired on February 5, 2015 and:**

- A. sold prior to the close of trading on February 5, 2015, the Recognized Loss Amount per share is zero;
  
- B. sold from February 6, 2015 through May 5, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
  - (1) \$1.21 per share; or
  - (2) the purchase price per share less the sales price per share;
  
- C. sold from May 6, 2015 through August 3, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
  - (1) \$3.37 per share; or
  - (2) the purchase price per share less the sales price per share;

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<sup>4</sup> August 3, 2015 is the last day of the Class Period, and August 4, 2015 is an additional day on which information allegedly correcting a misstatement or omission was disseminated to the market. Pursuant to Section 21(D)(e)(2) of the PSLRA, “in any private action arising under this title in which the plaintiff seeks to establish damages by reference to the market price of a security, if the plaintiff sells or repurchases the subject security prior to the expiration of the 90-day period described in paragraph (1), the plaintiff’s damages shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the security and the mean trading price of the security during the period beginning immediately after dissemination of information correcting the misstatement or omission and ending on the date on which the plaintiff sells or repurchases the security.”

<sup>5</sup> Table 2 shows the average (mean) closing price of Allstate common stock from August 4, 2015 through the date of sale.

<sup>6</sup> The average (mean) closing price per share of Allstate common stock during the 90-day look-back period from August 4, 2015 through November 1, 2015, inclusive, was \$60.17.

- D. sold from August 4, 2015 through November 1, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
    - (1) \$8.50 per share; or
    - (2) the purchase price per share less the greater of (i) the sales price per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;
  - E. held at the opening of trading on November 2, 2015, the Recognized Loss Amount per share is the lesser of:
    - (1) \$8.50 per share; or
    - (2) the purchase price per share less \$60.17.
- 3. For each share of Allstate common stock purchased or otherwise acquired during the period from February 6, 2015 through May 5, 2015, inclusive, and:**
- A. sold prior to the close of trading on May 5, 2015, the Recognized Loss Amount per share is zero;
  - B. sold from May 6, 2015 through August 3, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
    - (1) \$2.16 per share; or
    - (2) the purchase price per share less the sales price per share;
  - C. sold from August 4, 2015 through November 1, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
    - (1) \$7.29 per share; or
    - (2) the purchase price per share less the greater of (i) the sales price per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;
  - D. held at the opening of trading on November 2, 2015, the Recognized Loss Amount per share is the lesser of:
    - (1) \$7.29 per share; or
    - (2) the purchase price per share less \$60.17.
- 4. For each share of Allstate common stock purchased or otherwise acquired during the period from May 6, 2015 through August 3, 2015, inclusive, and:**
- A. sold prior to the close of trading on August 3, 2015, the Recognized Loss Amount per share is zero;

- B. sold from August 4, 2015 through November 1, 2015, inclusive, the Recognized Loss Amount per share is the lesser of:
- (1) \$5.13 per share; or
  - (2) the purchase price per share less the greater of (i) the sales price per share, and (ii) the average closing price per share applicable to the date of sale as found in Table 2;
- C. held at the opening of trading on November 2, 2015, the Recognized Loss Amount per share is the lesser of:
- (1) \$5.13 per share; or
  - (2) the purchase price per share less \$60.17.

**Table 1**

**Alleged Inflation Dissipation Per Share of Allstate Common Stock**

Date of Purchase	Date of Sale			Retained on 8/4/2015
	2/5/2015	2/6/2015 through 5/5/2015	5/6/2015 through 8/3/2015	
10/29/2014 through 2/4/2015	\$0.88	\$2.09	\$4.25	\$9.38
2/5/2015	\$0.00	\$1.21	\$3.37	\$8.50
2/6/2015 through 5/5/2015	N/A	\$0.00	\$2.16	\$7.29
5/6/2015 through 8/3/2015	N/A	N/A	\$0.00	\$5.13

**ADDITIONAL PROVISIONS**

65. If a Class Member has more than one purchase/acquisition or sale of Allstate common stock during the Class Period, all purchases/acquisitions and sales shall be matched on a FIFO basis. Class Period sales will be matched first against any holdings at the beginning of the Class Period and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Class Period.

66. Purchases or acquisitions and sales of Allstate common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” or

“sale” date. The receipt or grant by gift, inheritance or operation of law of Allstate common stock during the Class Period shall not be deemed a purchase, acquisition, or sale of these shares of Allstate common stock for the calculation of an Authorized Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of such Allstate common stock unless (i) the donor or decedent purchased such shares of Allstate common stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Allstate common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

67. In accordance with the Plan of Allocation, the Recognized Loss Amount on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Recognized Loss Amount on a “short sale” that is not covered by a purchase or acquisition is also zero.

68. In the event that a Claimant has an opening short position in Allstate common stock at the start of the Class Period, the earliest Class Period purchases or acquisitions shall be matched against such opening short position in accordance with the FIFO matching described above and any portion of such purchases or acquisition that covers such short sales will not be entitled to recovery. In the event that a claimant newly establishes a short position during the Class Period, the earliest subsequent Class Period purchase or acquisition shall be matched against such short position on a FIFO basis and will not be entitled to a recovery.

69. Allstate common stock is the only security eligible for recovery under the Plan of Allocation. With respect to Allstate common stock purchased or sold through the exercise of an option, the purchase/sale date of the Allstate common stock is the exercise date of the option and the purchase/sale price is the exercise price of the option.

70. An Authorized Claimant's Recognized Claim shall be the amount used to calculate the Authorized Claimant's *pro rata* share of the Net Settlement Fund. If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive his, her, or its *pro rata* share of the Net Settlement Fund. The *pro rata* share shall be the Authorized Claimant's Recognized Claim divided by the total of Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment.

71. The Net Settlement Fund will be allocated among all Authorized Claimants whose prorated payment is \$10.00 or greater. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

72. Class Members who do not submit acceptable Claim Forms will not share in the distribution of the Net Settlement Fund, however they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action unless they have timely and validly sought exclusion.

73. Distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If there is any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise) after at least six months from the date of initial distribution of the Net Settlement Fund, and after payment of outstanding Notice and Administration Expenses, Taxes, attorneys' fees and expenses, and any awards to Class Representatives, the Claims Administrator shall, if feasible,

reallocate (which reallocation may occur on multiple occasions) such balance among Authorized Claimants who have cashed their checks in an equitable and economic fashion. Thereafter, any *de minimis* balance that still remains in the Net Settlement Fund after re-distribution(s) and after payment of outstanding Notice and Administration Expenses, Taxes, and attorneys' fees and expenses and any awards to Class Representatives, shall be donated based on a 50-50 split to Consumer Federation of America and Better Markets, or such other organizations approved by the Court.

74. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court shall be conclusive against all Authorized Claimants. No person shall have any claim against Class Representatives, Class Counsel, their damages expert, Claims Administrator, or other agent designated by Class Counsel, arising from determinations or distributions to Claimants made substantially in accordance with the Stipulation, the Plan of Allocation approved by the Court, or further orders of the Court.

75. Class Representatives, Defendants, their respective counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund, the Net Settlement Fund, the Plan of Allocation or the determination, administration, calculation, or payment of any Claim Form or non-performance of the Claims Administrator, the payment or withholding of taxes owed by the Settlement Fund or any losses incurred in connection therewith.

**SPECIAL NOTICE TO SECURITIES BROKERS AND NOMINEES**

76. In the previously mailed Class Notice, you were advised that if, for the beneficial interest of any person or entity other than yourself, you purchased Allstate common stock during the Class Period, you must either: (i) within ten (10) calendar days of receipt of the Class Notice, provide a list of the names and addresses of all such beneficial owners to A.B. Data; or (ii) within

ten (10) calendar days of receipt of the Class Notice, request from A.B. Data sufficient copies of the Class Notice to forward to all such beneficial owners, and forward them to all such beneficial owners. You were also advised to retain your mailing records for use in connection with any further notices in the Action.

77. For Nominees who previously chose the first option (*i.e.*, provided a list of names and addresses of beneficial holders to the A.B. Data), A.B. Data will promptly mail a copy of the Claim Packet to each of the beneficial owners whose names and addresses the Nominee previously supplied. ***Unless the Nominee has identified additional beneficial owners whose names and addresses were not previously provided to A.B. Data, such Nominees need not take any further action.***

78. For Nominees who previously chose the second option (*i.e.*, elected to mail the Class Notice directly to beneficial owners), A.B. Data will forward the same number of Claim Packets to such Nominees, and the Nominees shall, within **seven (7) calendar days** of receipt of the Claim Packets, mail them to the beneficial owners. ***Unless the Nominee has identified additional beneficial owners whose names and addresses were not previously provided to the Claims Administrator, such Nominees need not take any further action.***

79. **For Nominees that have identified additional beneficial owners who were not previously identified** in connection with the Class Notice, such Nominees shall either: (i) within **seven (7) calendar days** of receipt of the Claim Packet, request from the Claims Administrator sufficient copies of the Claim Packet to forward to all such ***additional*** beneficial owners, which the Nominee shall, within **seven (7) calendar days** of receipt of those Claim Packets from the Claims Administrator, mail to the beneficial owners; or (ii) within **seven (7) calendar days** of receipt of the Claim Packet, provide a list of the names and addresses of all such additional beneficial owners to the Claims Administrator.

80. Nominees who elect to send the Claim Packet to their beneficial owners shall also send a statement to the Claims Administrator confirming that the mailing was made and shall retain their mailing records for use in connection with any further notices that may be provided in the Action;

81. Upon full and timely compliance with these provisions, Nominees who mail the Claim Packets to beneficial owners, or who provide additional names and addresses of beneficial owners to the Claims Administrator, may seek reimbursement of their reasonable expenses actually incurred in complying with this Order of up to \$0.10 per name/address provided and up to \$0.10 plus postage at the Claims Administrator's rate for bulk mailings by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Nominees whose research yields no records, or a minimal number of beneficial owners, may ask the Claims Administrator to consider an upward adjustment for the reasonable costs incurred to perform their research. Properly documented expenses incurred by Nominees in compliance with the above shall be paid from the Settlement Fund, with any unresolved disputes as to the reasonableness or documentation of expenses subject to review by the Court.

82. All communications concerning the foregoing should be addressed to the Claims Administrator:

*Allstate Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173121  
Milwaukee, WI 53217  
(877) 829-4143  
info@allstatesecuritieslitigation.com

Dated: \_\_\_\_\_, 2023

BY ORDER OF DISTRICT COURT FOR  
THE NORTHERN DISTRICT OF ILLINOIS

**Table 2****Allstate Common Stock Closing Price and Rolling Average Closing Price  
from August 4, 2015 through November 1, 2015**

	<b>Calendar Day</b>	<b>Closing Price</b>	<b>Rolling Average Closing Price</b>		<b>Calendar Day</b>	<b>Closing Price</b>	<b>Rolling Average Closing Price</b>
1	8/4/2015	62.34	62.34	46	9/18/2015	57.57	60.14
2	8/5/2015	62.50	62.42	47	9/19/2015	N/A	60.14
3	8/6/2015	61.97	62.27	48	9/20/2015	N/A	60.14
4	8/7/2015	62.54	62.34	49	9/21/2015	58.56	60.10
5	8/8/2015	N/A	62.34	50	9/22/2015	58.10	60.04
6	8/9/2015	N/A	62.34	51	9/23/2015	58.51	60.00
7	8/10/2015	63.10	62.49	52	9/24/2015	58.59	59.96
8	8/11/2015	63.47	62.65	53	9/25/2015	58.99	59.93
9	8/12/2015	63.61	62.79	54	9/26/2015	N/A	59.93
10	8/13/2015	63.49	62.88	55	9/27/2015	N/A	59.93
11	8/14/2015	63.86	62.99	56	9/28/2015	57.74	59.88
12	8/15/2015	N/A	62.99	57	9/29/2015	58.36	59.84
13	8/16/2015	N/A	62.99	58	9/30/2015	58.24	59.80
14	8/17/2015	63.85	63.07	59	10/1/2015	57.97	59.76
15	8/18/2015	63.57	63.12	60	10/2/2015	59.15	59.74
16	8/19/2015	63.66	63.16	61	10/3/2015	N/A	59.74
17	8/20/2015	62.70	63.13	62	10/4/2015	N/A	59.74
18	8/21/2015	61.25	62.99	63	10/5/2015	59.90	59.75
19	8/22/2015	N/A	62.99	64	10/6/2015	59.88	59.75
20	8/23/2015	N/A	62.99	65	10/7/2015	60.04	59.76
21	8/24/2015	58.39	62.69	66	10/8/2015	61.12	59.79
22	8/25/2015	56.99	62.33	67	10/9/2015	60.44	59.80
23	8/26/2015	57.40	62.04	68	10/10/2015	N/A	59.80
24	8/27/2015	58.74	61.86	69	10/11/2015	N/A	59.80
25	8/28/2015	58.63	61.69	70	10/12/2015	60.91	59.82
26	8/29/2015	N/A	61.69	71	10/13/2015	60.64	59.84
27	8/30/2015	N/A	61.69	72	10/14/2015	59.86	59.84
28	8/31/2015	58.28	61.52	73	10/15/2015	61.59	59.87
29	9/1/2015	57.14	61.31	74	10/16/2015	61.20	59.90
30	9/2/2015	57.93	61.16	75	10/17/2015	N/A	59.90
31	9/3/2015	57.98	61.02	76	10/18/2015	N/A	59.90
32	9/4/2015	57.04	60.85	77	10/19/2015	61.59	59.93
33	9/5/2015	N/A	60.85	78	10/20/2015	61.44	59.96
34	9/6/2015	N/A	60.85	79	10/21/2015	60.65	59.97
35	9/7/2015	N/A	60.85	80	10/22/2015	61.55	60.00
36	9/8/2015	58.20	60.75	81	10/23/2015	61.68	60.03
37	9/9/2015	57.35	60.61	82	10/24/2015	N/A	60.03
38	9/10/2015	57.67	60.51	83	10/25/2015	N/A	60.03
39	9/11/2015	58.14	60.42	84	10/26/2015	61.82	60.06
40	9/12/2015	N/A	60.42	85	10/27/2015	60.29	60.06
41	9/13/2015	N/A	60.42	86	10/28/2015	62.31	60.10
42	9/14/2015	58.24	60.35	87	10/29/2015	62.79	60.14
43	9/15/2015	58.98	60.30	88	10/30/2015	61.88	60.17
44	9/16/2015	59.20	60.26	89	10/31/2015	N/A	60.17
45	9/17/2015	58.99	60.23	90	11/1/2015	N/A	60.17



# **Exhibit A-2**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**PROOF OF CLAIM AND RELEASE FORM**

**I. GENERAL INSTRUCTIONS**

1. To recover as a member of the Class based on your claims in the class action entitled *In re The Allstate Corporation Securities Litigation*, Case No. 16 cv-10510 (N.D. Ill.) (the “Action”), you must complete and, on page \_\_\_\_ below, sign this Proof of Claim and Release form (“Claim Form”). If you fail to submit a timely and properly addressed (as explained in paragraph 2 below) Claim Form, your claim may be rejected and you may not receive any recovery from the Net Settlement Fund created in connection with the proposed Settlement. Submission of this Claim Form, however, does not assure that you will share in the proceeds of the Settlement of the Action.

**2. THIS CLAIM FORM MUST BE SUBMITTED ONLINE AT  
WWW.ALLSTATESECURITIESLITIGATION.COM NO LATER THAN  
\_\_\_\_\_, 2023 OR, IF MAILED, BE POSTMARKED NO LATER THAN  
\_\_\_\_\_, 2023, ADDRESSED AS FOLLOWS:**

*Allstate Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173121  
Milwaukee, WI 53217  
[www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com)

3. If you are a member of the Class and you did not request exclusion from the Class in connection with the previously mailed Class Notice, you will be bound by and subject to the

terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A CLAIM FORM OR RECEIVE A PAYMENT.

## **II. CLAIMANT IDENTIFICATION**

4. If you purchased shares of the common stock of The Allstate Corporation (“Allstate”) from October 29, 2014 through August 3, 2015, inclusive (the “Class Period”) and held the stock in your name, you are the beneficial owner as well as the record owner. If, however, you purchased Allstate common stock during the Class Period through a third party, such as a brokerage firm, you are the beneficial owner and the third party is the record owner.

5. Use **Part I** of this form entitled “Claimant Identification” to identify each beneficial owner of Allstate common stock that forms the basis of this claim, as well as the owner of record if different. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL OWNERS OR THE LEGAL REPRESENTATIVE OF SUCH OWNERS.

6. All joint owners must sign this claim. Executors, administrators, guardians, conservators, legal representatives, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The Social Security (or taxpayer identification) number and telephone number of the beneficial owner may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

## **III. IDENTIFICATION OF TRANSACTIONS**

7. Use **Part II** of this form entitled “Schedule of Transactions in Allstate Common Stock” to supply all required details of your transaction(s) in Allstate common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

8. On the schedules, provide all of the requested information with respect to your holdings, purchases, and sales of Allstate common stock, whether the transactions resulted in a profit or a loss. Failure to report all such transactions may result in the rejection of your claim.

9. The date of covering a “short sale” is deemed to be the date of purchase of Allstate common stock. The date of a “short sale” is deemed to be the date of sale.

10. Copies of broker confirmations or other documentation of your transactions must be attached to your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim. **THE PARTIES DO NOT HAVE INFORMATION ABOUT YOUR TRANSACTIONS IN ALLSTATE COMMON STOCK.**

11. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. (This is different than the online claim portal on the case website.) All such Claimants MUST submit a manually signed paper Claim Form whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Claims Administrator at \_\_\_-\_\_\_-\_\_\_ to obtain the required file layout or visit [www.AllstateSecuritiesLitigation.com](http://www.AllstateSecuritiesLitigation.com). No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgment of receipt and acceptance of electronically submitted data.



**PART II: SCHEDULE OF TRANSACTIONS IN ALLSTATE COMMON STOCK**

<b>1. BEGINNING HOLDINGS</b> - State the total number of shares of Allstate common stock held at the opening of trading on October 29, 2014. If none, write “0” or “Zero.” (Must submit documentation.) _____			
<b>2. PURCHASES DURING THE CLASS PERIOD</b> – Separately list each and every purchase of Allstate common stock from October 29, 2014 through and including August 3, 2015. (Must submit documentation.)			
Date of Purchase (List Chronologically) (MM/DD/YY)	Number of Shares Purchased	Purchase Price Per Share	Total Purchase Price (excluding taxes, commissions, and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>3. PURCHASES DURING 90-DAY LOOKBACK PERIOD</b> – State the total number of shares of Allstate common stock purchased from August 4, 2015 through and including November 1, 2015. <sup>1</sup> (Must submit documentation.) _____			
<b>4. SALES DURING THE CLASS PERIOD AND DURING THE 90-DAY LOOKBACK PERIOD</b> – Separately list each and every sale of Allstate common stock from October 29, 2014 through and including the close of trading on November 1, 2015. (Must submit documentation.)			
Date of Sale (List Chronologically) (MM/DD/YY)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions and fees)
		\$	\$
		\$	\$
		\$	\$
		\$	\$
<b>5. ENDING HOLDINGS</b> – State the total number of shares of Allstate common stock held as of the close of trading on November 1, 2015. If none, write “0” or “Zero.” (Must submit documentation.) _____			

<b>IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX</b> <input style="float: right; margin-left: 20px;" type="checkbox"/>
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<sup>1</sup> Information requested in this Claim Form with respect to your transactions on August 4, 2015 through and including the close of trading on November 1, 2015, is needed only in order for the Claims Administrator to confirm that you have reported all relevant transactions. Purchases during this period, however, are not eligible for a recovery because these purchases are outside the Class Period and will not be used for purposes of calculating your Recognized Claim pursuant to the Plan of Allocation.

#### **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

12. By signing and submitting this Claim Form, the Claimant(s) or the person(s) acting on behalf of the Claimant(s) certify(ies) that: I (We) submit this Claim Form under the terms of the Plan of Allocation described in the accompanying Settlement Notice. I (We) also submit to the jurisdiction of the United States District Court for the Northern District of Illinois (the “Court”) with respect to my (our) claim as a Class Member(s) and for purposes of enforcing the releases set forth herein. I (We) further acknowledge that I (we) will be bound by and subject to the terms of any judgment entered in connection with the Settlement in the Action, including the releases set forth therein. I (We) agree to furnish additional information to the Claims Administrator to support this claim, such as additional documentation for transactions in Allstate common stock, if required to do so. I (We) have not submitted any other claim covering the same transactions in Allstate common stock during the Class Period and know of no other person having done so on my (our) behalf.

#### **V. RELEASES, WARRANTIES, AND CERTIFICATION**

13. I (We) hereby warrant and represent that I am (we are) a Class Member as defined in the Settlement Notice, that I am (we are) not excluded from the Class, that I am (we are) not one of the “Released Defendant Parties” as defined in the accompanying Settlement Notice.

14. As a Class Member, I (we) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, and discharge with prejudice the Settled Plaintiffs’ Claims as to each and all of the Released Defendant Parties (as these terms are defined in the accompanying Settlement Notice). This release shall be of no force or effect unless and until the Court approves the Settlement and it becomes effective on the Effective Date.

15. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

16. I (We) hereby warrant and represent that I (we) have included information about all of my (our) purchases and sales of Allstate common stock that occurred during the Class Period and the number of shares held by me (us), to the extent requested.

17. I (We) certify that I am (we are) NOT subject to backup tax withholding. (If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike out the prior sentence.)

I (We) declare under penalty of perjury under the laws of the United States of America that all of the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Signature of Claimant

\_\_\_\_\_  
Type or print name of Claimant

\_\_\_\_\_  
Signature of Joint Claimant, if any

\_\_\_\_\_  
Type or print name of Joint Claimant

\_\_\_\_\_  
Signature of person signing on behalf of Claimant

\_\_\_\_\_  
Type or print name of person signing on behalf of Claimant

\_\_\_\_\_  
Capacity of person signing on behalf of Claimant, if other than an individual (e.g., Administrator, Executor, Trustee, President, Custodian, Power of Attorney, etc.)

**REMINDER CHECKLIST:**

1. Please sign this Claim Form.
2. DO NOT HIGHLIGHT THE CLAIM FORM OR YOUR SUPPORTING DOCUMENTATION.
3. Attach only copies of supporting documentation as these documents will not be returned to you.
4. Keep a copy of your Claim Form for your records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. **Your claim is not deemed submitted until you receive an acknowledgment postcard.** If you do not receive an acknowledgment postcard within 60 days, please call the Claims Administrator toll free at (877) 829-4143 or email at [info@allstatesecuritieslitigation.com](mailto:info@allstatesecuritieslitigation.com).
6. If you move after submitting this Claim Form please notify the Claims Administrator of the change in your address, otherwise you may not receive additional notices or payment.

# **Exhibit A-3**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT  
AND MOTION FOR ATTORNEYS' FEES AND EXPENSES**

**TO: ALL PERSONS AND ENTITIES THAT PURCHASED THE COMMON STOCK OF  
THE ALLSTATE CORPORATION FROM OCTOBER 29, 2014 THROUGH  
AUGUST 3, 2014, INCLUSIVE, (THE "CLASS PERIOD") AND WHO WERE  
DAMAGED THEREBY.**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of Illinois, that Lead Plaintiffs Carpenters Pension Trust Fund for Northern California and Carpenters Annuity Trust Fund for Northern California (together, "Northern California Carpenters") and named plaintiff City of Providence (together with Northern California Carpenters, "Class Representatives"), on behalf of themselves and the certified Class, and Defendants The Allstate Corporation ("Allstate"), Thomas J. Wilson and Matthew E. Winter (collectively, "Defendants"), have reached a settlement of the above-captioned action (the "Action") in the amount of \$90,000,000 (the "Settlement Amount"), which, if approved by the Court, will resolve all claims in the Action.

A hearing will be held before the Honorable Robert W. Gettleman, United States District Judge of the United States District Court for the Northern District of Illinois, in Courtroom 1703 at the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Chicago, IL 60604 at \_\_: \_\_.m. on \_\_\_\_\_, 2023 to, among other things, determine whether:

(1) the Settlement should be approved by the Court as fair, reasonable, and adequate to the Class; (2) the Plan of Allocation for distribution of the Settlement Amount, and any interest thereon, less Court-awarded attorneys' fees, Notice and Administration Expenses, Taxes, and any other costs, fees, or expenses approved by the Court (the "Net Settlement Fund"), should be approved as fair, reasonable, and adequate; and (3) the Court should approve the application of Class Counsel for an award of attorneys' fees of no more than 25% of the Settlement Fund and payment of Litigation Expenses of no more than \$4,600,000 from the Settlement Fund, which may include an application pursuant to the Private Securities Litigation Reform Act of 1995 ("PSLRA") for the reasonable costs and expenses (including lost wages) of Class Representatives directly related to their representation of the Class. The Court may change the date of the Settlement Hearing, or hold it remotely, without providing another notice. You do NOT need to attend the Settlement Hearing in order to receive a distribution from the Net Settlement Fund.

**IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT, INCLUDING THE RELEASES PROVIDED FOR THEREIN, AND YOU MAY BE ENTITLED TO SHARE IN THE NET SETTLEMENT FUND.** If you have not yet received the full Notice of Proposed Class Action Settlement and Motion for Attorneys' Fees and Expenses (the "Settlement Notice") and a Proof of Claim and Release form ("Claim Form"), you may obtain copies of these documents by contacting the Claims Administrator or visiting the case website:

*Allstate Securities Litigation*  
c/o A.B. Data, Ltd.  
P.O. Box 173121  
Milwaukee, WI 53217  
Tel: (877) 829-4143  
info@allstatesecuritieslitigation.com  
www.AllstateSecuritiesLitigation.com

Inquiries may also be made to Class Counsel:

**LABATON SUCHAROW LLP**  
Thomas G. Hoffman, Jr., Esq.  
140 Broadway  
New York, NY 10005  
Tel: (888) 219-6877  
www.labaton.com  
settlementquestions@labaton.com

If you are a Class Member, to be eligible to share in the distribution of the Net Settlement Fund, you must submit a Claim Form postmarked or electronically submitted ***no later than*** \_\_\_\_\_, **2023**. If you are a Class Member and do not timely submit a valid Claim Form, you will not be eligible to share in the distribution of the Net Settlement Fund, but you will nevertheless be bound by any judgments or orders entered by the Court in the Action.

Any objections to the Settlement, Plan of Allocation, and/or application for attorneys' fees and payment of expenses must be filed with the Court and mailed to counsel for the Parties in accordance with the instructions set forth in the Settlement Notice, such that they are ***received no later than*** \_\_\_\_\_, **2023**.

PLEASE DO NOT CONTACT THE COURT, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE.

Dated: \_\_\_\_\_, 2023

BY ORDER OF THE UNITED STATES  
DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF ILLINOIS

# **Exhibit B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

IN RE THE ALLSTATE CORPORATION  
SECURITIES LITIGATION

Case No. 16-cv-10510

Hon. Robert W. Gettleman

CLASS ACTION

**[PROPOSED] FINAL ORDER AND JUDGMENT**

WHEREAS:

A. The instant action is pending in this Court (the “Action”);

B. Defendants in the Action are The Allstate Corporation (“Allstate”), Thomas J. Wilson and Matthew E. Winter (collectively, the “Defendants”);

C. By Order dated December 21, 2020, the Court certified a Class of all persons and entities that purchased the common stock of Allstate from October 29, 2014 through August 3, 2015, inclusive, and who were damaged thereby (the “Class”). Excluded from the Class, by definition, are: (i) Allstate and its subsidiaries; (ii) the Individual Defendants, any trust they control or beneficially own, and their Immediate Families; (iii) the officers and directors and of Allstate during the Class Period and their Immediate Families; (iv) the legal representatives, heirs, successors, or assigns of any excluded person or entity; and (v) any person or entity that requested exclusion from the Class in connection with the previously issued Class Notice. A list of all Class Members that timely and validly sought exclusion in connection with the Class Notice is attached hereto as Exhibit A.

D. Lead Plaintiffs Carpenters Pension Trust Fund for Northern California and Carpenters Annuity Trust Fund for Northern California (together, “Northern California Carpenters”) and named plaintiff City of Providence (together with Northern California Carpenters, “Class Representatives”), on behalf of themselves and each of the members of the certified Class, on the one hand, and Defendants, on the other hand, entered into a Stipulation and Agreement of Settlement (the “Stipulation”) in the Action, dated as of \_\_\_\_\_, 2023;

E. Pursuant to the Order Granting Preliminary Approval of Class Action Settlement, Approving Form and Manner of Notice, and Setting Date for Hearing on Final Approval of Settlement, entered \_\_\_\_\_, 2023 (the “Preliminary Approval Order”), the Court scheduled a hearing for \_\_\_\_\_, 2023, at \_\_\_\_:\_\_\_\_.m. (the “Settlement Hearing”) to, among other things: (i) determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate, and should be approved by the Court; and (ii) determine whether a judgment, substantially in the form provided for in the Stipulation, should be entered;

F. Also pursuant to the Preliminary Approval Order, the Court ordered that the Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses (the “Settlement Notice”) and a Proof of Claim and Release form (“Claim Form”), substantially in the forms attached to the Preliminary Approval Order as Exhibits 1 and 2, respectively, be mailed by first-class mail, postage prepaid, not later than (10) business days after the date of entry of the Preliminary Approval Order (“Notice Date”) to all potential Class Members who could be identified through reasonable effort, and that a Summary Notice of Proposed Class Action Settlement and Motion for Attorneys’ Fees and Expenses (the “Summary Notice”),

substantially in the form attached to the Preliminary Approval Order as Exhibit 3, be published in *The Wall Street Journal* and transmitted over *PR Newswire* within fourteen (14) calendar days of the Notice Date;

G. The Settlement Notice and Summary Notice advised potential Class Members of the date, time, place, and purpose of the Settlement Hearing. The Settlement Notice further advised Class Members of their right to object, and that any objections to the Settlement were required to be filed with the Court and served on counsel for the Parties such that they were received by \_\_\_\_\_, 2023.

H. The provisions of the Preliminary Approval Order as to notice were complied with;

I. On \_\_\_\_\_, 2023, Class Representatives moved for final approval of the Settlement, as set forth in the Preliminary Approval Order. The Settlement Hearing was duly held before this Court on \_\_\_\_\_, 2023, at which time all interested Persons were afforded the opportunity to be heard; and

J. This Court has duly considered Class Representatives' motion, the affidavits, declarations, and memoranda of law submitted in support thereof, the Stipulation and its exhibits, and all of the submissions and arguments presented with respect to the proposed Settlement;

NOW, THEREFORE, after due deliberation, IT IS ORDERED, ADJUDGED AND DECREED that:

1. **Incorporation of Settlement Documents.** This Judgment incorporates and makes a part hereof: (i) the Stipulation filed with the Court on \_\_\_\_\_, 2023; and (ii) the Settlement Notice, which was filed with the Court on \_\_\_\_\_, 2023. Capitalized terms not defined in this Judgment shall have the meaning set forth in the Stipulation.

2. **Jurisdiction.** This Court has jurisdiction over the subject matter of the Action and over all Parties to the Action, including all Class Members.

3. **Notice.** The Court finds that the mailing and publication of the Settlement Notice, Summary Notice, and Claim Form: (i) complied with the Preliminary Approval Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated to, and did, apprise Class Members of the terms, nature, and effect of the Settlement, the Plan of Allocation, Class Counsel's request for an award of attorney's fees and payment of Litigation Expenses incurred in connection with the prosecution of the Action, and Class Members' right to object, and the right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the proposed Settlement; and (v) satisfied the notice requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), and Section 21D(a)(7) of the Securities Exchange Act of 1934, 15 U.S.C. §78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995.

4. **Objections.** [There have been no objections to the Settlement.]

5. **Final Settlement Approval and Dismissal of Claims.** Pursuant to Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation and finds that in light of the benefits to the Class, the complexity and expense of further litigation, the risks of establishing liability and damages, and the costs of continued litigation, said Settlement is, in all respects, fair, reasonable, and adequate, having considered and found that: (a) Class Representatives and Class Counsel have adequately represented the Class; (b) the proposal was negotiated at arm's-length between experienced counsel; (c) the relief provided for the Class is adequate, having taken into account (i) the costs,

risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class Member claims; (iii) the terms of any proposed award of attorneys' fees, including timing of payment; and (iv) any agreement required to be identified under Rule 23(e)(3); and (d) the proposed Plan of Allocation treats Class Members equitably relative to each other. Accordingly, the Settlement is hereby approved in all respects (including, without limitation, the amount of the Settlement; the releases provided for in the Stipulation; and the dismissal with prejudice of the claims asserted against Defendants) and shall be consummated in accordance with the terms and provisions of the Stipulation. The Parties are hereby directed to consummate the Stipulation and to perform its terms.

6. The Second Amended Consolidated Class Action Complaint, filed on September 12, 2018, (the "Complaint") is dismissed in its entirety, with prejudice, and without costs to any Party, except as otherwise provided in the Stipulation.

7. **Rule 11 Findings.** The Court finds that during the course of the Action, the Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure.

8. **Releases.** The releases set forth in paragraphs 3 and 4 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. Upon the Effective Date, Class Representatives and each and every other Releasing Plaintiff Party, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed, with prejudice, each and every one of the Settled Plaintiffs' Claims against each and every one of the Released Defendant Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Settled Plaintiffs' Claims against any and all of the Released Defendant Parties. Any Person

listed on Exhibit A hereto has submitted a request for exclusion that has been accepted by the Court, shall not be deemed a Class Member, and shall not be bound by the terms of the Stipulation or this Judgment.

9. Upon the Effective Date, Defendants, on behalf of themselves and each of their respective heirs, executors, trustees, administrators, predecessors, successors, and assigns, in their capacity as such, shall be deemed to have fully, finally, and forever waived, released, discharged, and dismissed, with prejudice, each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties and shall forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any and all of the Released Defendants' Claims against any and all of the Released Plaintiff Parties.

10. **Binding Effect.** Each Class Member, whether or not such Class Member executes and delivers a Claim Form or seeks or obtains a distribution from the Net Settlement Fund, is bound by this Judgment, including, without limitation, the release of claims as set forth in the Stipulation.

11. **No Admissions.** This Judgment and the Stipulation, whether or not consummated, and any statements, documents, discussions, negotiations, proceedings, or agreements relating to the Stipulation or the Settlement, and any matter arising in connection with settlement discussions or negotiations, proceedings, or agreements, shall not be offered or received against or to the prejudice of any of the Parties or other Released Parties, or their respective counsel, for any purpose other than to enforce the terms hereof, and in particular:

(a) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of, or any presumption, concession, or admission by

Defendants with respect to the truth of any allegation by Class Representatives and the Class, or the validity of any claim that has been or could have been asserted in the Action or in any litigation, including but not limited to the Settled Plaintiffs' Claims, or of any liability, damages, negligence, fault, or wrongdoing of Defendants or any person or entity whatsoever;

(b) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties as evidence, or a presumption, concession, or admission of any fault, misrepresentation, or omission with respect to any statement or written document approved or made by Defendants, or against or to the prejudice of Class Representatives, or any other member of the Class as evidence of any infirmity in the claims of Class Representatives, or the other members of the Class;

(c) do not constitute, and shall not be offered or received against or to the prejudice of any of the Defendants or the Released Defendant Parties, Class Representatives, any other member of the Class, or their respective counsel, as evidence of, or a presumption, concession, or admission with respect to any liability, damages, negligence, fault, infirmity, or wrongdoing, or in any way referred to for any other reason against or to the prejudice of any of the Defendants or the Released Defendant Parties, Class Representatives, other members of the Class, or their respective counsel, in any other civil, criminal, or administrative action or proceeding, other than as may be necessary to effectuate the provisions of the Stipulation;

(d) do not constitute, and shall not be construed against any of the Defendants or the Released Defendant Parties, Class Representatives, or any other member of the Class, as an admission or concession that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial; and

(e) do not constitute, and shall not be construed as or received as evidence of or as an admission, concession, or presumption against Class Representatives, or any other member of the Class, that any of their claims are without merit or infirm or that damages recoverable under the Complaint would not have exceeded the Settlement Amount.

12. The administration of the Settlement, and the decision of all disputed questions of law and fact with respect to the validity of any claim or right of any Person to participate in the distribution of the Net Settlement Fund, shall remain under the authority of this Court.

13. **Termination of Settlement.** In the event that this Judgment does not become Final or the Settlement, for any other reason, is terminated or does not become effective in accordance with the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated, and in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

14. **Modification of the Stipulation.** Without further approval from the Court, Class Representatives and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

15. **Fee Order and Order on Plan of Allocation.** A separate order shall be entered regarding Class Counsel's motion for an award of attorneys' fees and payment of expenses. A separate order shall be entered regarding the Plan of Allocation set forth in the Notice. Such

orders shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

16. **Retention of Jurisdiction.** Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over: (i) implementation of the Settlement and the provisions and terms of the Stipulation; (ii) the allowance, disallowance or adjustment of any Class Member's claim on equitable grounds and any award from or other distributions of or from the Settlement Fund; (iii) the Plan of Allocation and any disposition of the Settlement Fund; (iv) the hearing and determination of any application(s) for attorneys' fees, costs, interest and payment of expenses in the Action; (v) all Parties and members of the Class for the purpose of construing, enforcing and administering the Settlement and this Judgment; and (vi) other matters related or ancillary to the foregoing.

17. **Entry of Final Judgment.** There is no just reason for delay in the entry of this Judgment and immediate entry by the Clerk of the Court is expressly directed.

Dated: \_\_\_\_\_, 2023

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HONORABLE ROBERT W. GETTLEMAN  
UNITED STATES DISTRICT JUDGE

**EXHIBIT A**

1. Duane Claasen
2. Pamela Stuart and David O'Keefe
3. Susan Elaine Mutter