

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE  
RETIREMENT FUND LITIGATION**

**MDL Docket No. 1:22-md-03035-STA-jay**

**ALL CASES**

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**CLASS ACTION SETTLEMENT AGREEMENT**

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**CLASS ACTION SETTLEMENT AGREEMENT**

This Class Action Settlement Agreement (the “Agreement,” as more fully defined in Section 1 below) is entered into by and between Plaintiffs Rev. Pearce Ewing, Rev. Charles R. Jackson, Presiding Elder Cedric V. Alexander, Rev. Derrell Wade, Rev. Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Rev. Marcius King, Rev. Matthew Ewing, Candace L. Carmichael, as Administrator of the Estate of Rev. A. Offord Carmichael, Jr., and Rev. Diane Conley (collectively, “Plaintiffs”), and Defendant Symetra Life Insurance Company (“Symetra”), in the above-captioned Multidistrict Litigation proceeding, *In Re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-3035 (W.D. Tenn.) (the “Litigation,” as more fully defined in Section 1 below). Pursuant to the terms and conditions set forth in this Agreement, Plaintiffs and Symetra agree to settle, dismiss, and compromise all claims asserted by Plaintiffs and the Plan against Symetra in the Litigation as set forth below (the “Settlement”).

**RECITALS**

WHEREAS, Symetra is a life insurance company, domiciled in Iowa with a principal place of business in Bellevue, Washington, that issues and administers life insurance, employee benefits, and annuity products; and

WHEREAS, the African Methodist Episcopal Church (“AMEC” or the “Church,” as more fully defined in Section 1 below) is an international church based in Tennessee with affiliated churches throughout the United States; and

WHEREAS, in or about 1964, the Church created and sponsored a retirement plan for its clergy and other employees which subsequently became known as the African Methodist Episcopal Church Ministerial Retirement Annuity Plan (the “Plan,” as more fully defined in Section 1 below); and

WHEREAS, AMEC created a structure to manage the Plan under which the Executive Director of the Church's Department of Retirement Services ("DRS" or the "Department," as more fully defined in Section 1 below) was placed in charge of the Plan; and

WHEREAS, in or about July of 2000, Dr. Jerome Harris ("Harris") was elected at AMEC's General Conference to become Executive Director of DRS, and AMEC thereafter employed Harris to serve as a General Officer of the Church and Executive Director of DRS, in which capacity Harris served for the next 21 years until July of 2021; and

WHEREAS, in or about 2001, Harris hired Robert Eaton ("Eaton") to serve as AMEC's exclusive broker of record with respect to the Plan and to assist Harris and AMEC in conducting a Request for Proposal for an annuity provider; and

WHEREAS, in 2001, on behalf of AMEC and the Plan, Harris applied for and purchased a group annuity contract (the "2001 Annuity Contract") from Symetra and arranged for the initial deposit of approximately \$48.2 million of Plan funds into the 2001 Annuity Contract; and

WHEREAS, during his tenure as Executive Director of the Department, Harris invested on behalf of the Plan in several additional products issued by Symetra, including Guaranteed Interest Contracts ("GICs") issued in 2007 and 2008, and a second group annuity contract issued in 2007 (the "2007 Annuity Contract"); and

WHEREAS, during Harris's tenure as Executive Director of the Department, contributions to the Plan from and on behalf of Plan participants were collected by the Department and, from time to time, Harris transferred funds from the Department's bank accounts to Symetra to be deposited into the 2001 or 2007 Annuity Contracts; and

WHEREAS, during Harris's tenure as Executive Director of the Department, Harris directed Symetra to make withdrawals, distributions, and transfers of funds from the 2001 Annuity

Contract, 2007 Annuity Contract, and 2007 and 2008 GICs (collectively, the “Symetra Contracts”); and

WHEREAS, Harris provided annual reports to AMEC reporting on the total value of the Plan’s assets and the activities of the Department; and

WHEREAS, around the time of his retirement as Executive Director, in his 2021 Annual Report to the AMEC General Conference, Harris reported that the Plan’s value was \$128.3 million (\$128,342,168.19); and

WHEREAS, in July 2021, Dr. James Miller (“Miller”) was elected by AMEC to replace Harris as the new Executive Director of DRS, and Miller subsequently discovered that the Plan’s value as of June 30, 2021 was approximately \$38.3 million not \$128.3 million; and

WHEREAS, Miller and AMEC determined that most of the missing Plan value was tied to losses from certain venture capital funds known as the “Motorskill” entities, which had become worthless; and

WHEREAS, as a result of this discovery, AMEC froze the Plan and reduced the Plan participants’ account balances by approximately two-thirds; and

WHEREAS, on March 4, 2022, Plaintiff Pearce Ewing, a Plan participant, filed a class action lawsuit against AMEC and others in the U.S. District Court for the Western District of Tennessee, Case No. 2:22-cv-02136 (W.D. Tenn.); and

WHEREAS, five additional and similar lawsuits were filed by other Plan participants, and on June 2, 2022, the United States Judicial Panel on Multidistrict Litigation transferred these and all related actions involving the Plan to the U.S. District Court for the Western District of Tennessee for coordinated pretrial proceedings in the Multidistrict Litigation (“MDL”) proceeding

captioned *In Re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-3035 (the “Litigation,” as more fully defined in Section 1 below); and

WHEREAS, on June 12, 2025, AMEC, Plaintiffs, and the Plan filed a joint stipulation with the Court stipulating to the dismissal of all the Plan’s crossclaims against Symetra, and further stipulating that Plaintiffs have the capacity and authority to bring the Plan’s claims against Symetra on behalf of the Plan; and

WHEREAS, Plaintiffs have asserted claims against Symetra and other defendants in the Litigation, individually, on behalf of a proposed class, and derivatively on behalf of the Plan; and

WHEREAS, Symetra vigorously denies any wrongdoing, liability, or fault whatsoever on its part, and Symetra further has asserted numerous defenses to the claims and allegations asserted in the Litigation and to certification of a litigation class, and Symetra maintains that its actions with respect to the Plan were at all times proper and lawful in all respects; and

WHEREAS, Plaintiffs similarly believe that they would prevail on their claims against Symetra. Plaintiffs’ Counsel submit that they have significant experience with class action claims, having represented plaintiffs in numerous putative class actions. Based on this experience, Plaintiffs’ Counsel believes that Plaintiffs’ claims against Symetra have merit. Plaintiffs’ Counsel recognize and acknowledge, however, that prosecuting such claims through dispositive motion rulings, trial, and appeals will involve considerable uncertainty, time, and expense; and

WHEREAS, without conceding the validity of any claims or defenses, Plaintiffs and Symetra (collectively, the “Parties”) and their respective counsel, after extensive litigation, mediation, arm’s length negotiations, and analysis, have agreed upon the terms and conditions set forth in this Agreement to settle and resolve the claims asserted by Plaintiffs and the Plan against

Symetra in the Litigation in order to avoid the expense, burden, and risks associated with further protracted litigation; and

WHEREAS, based on the extensive discovery, expert work, and trial preparation in the Litigation, the Parties and their counsel have concluded, taking into account the risks, uncertainty, burden, and expense of continued litigation, and the benefits to be received by the Parties pursuant to this Agreement, that it is in the best interests of the Parties and the Settlement Class to settle the Litigation on the terms set forth in this Agreement, subject to Court approval, and that the Settlement set forth in this Agreement is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class; and

WHEREAS, the Parties intend by this Agreement to settle finally and completely, and effectuate a final resolution of all of the Released Claims (as defined below) on behalf of all Settlement Class members and the Plan, and to provide for a complete, full, and final release of the Released Claims in favor of the Released Parties, as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth in this Agreement, the adequacy of which is acknowledge by the Parties, the Plaintiffs, individually and on behalf of the Plan and on behalf of the Settlement Class as defined below, and Symetra, hereby agree to the full and complete settlement of the claims asserted by Plaintiffs and the Plan against Symetra, subject to Court approval, and according to the terms and conditions set forth in this Agreement.

## **1. DEFINITIONS**

As used in this Agreement, the capitalized terms defined in this section or elsewhere in the Agreement shall have the meanings so designated when used throughout this Agreement. The singular includes the plural and vice versa.

- 1.1 “Agreement” means this Class Action Settlement Agreement together with all Exhibits referenced in and attached to this Agreement.
- 1.2 “AMEC” or “Church” means collectively the African Methodist Episcopal Church and the African Methodist Episcopal Church, Inc., and all of their officers, directors, departments, commissions, affiliates, subsidiaries, employees, agents (both actual and apparent), and all those acting on its behalf, including but not limited to members of its General Board, Council of Bishops, Executive Board, and General Conference.
- 1.3 “Bar Order” means the provision described in Section 9.8, which must be included in the Final Approval Order and Judgment as a material term and condition of this Settlement.
- 1.4 “Class Counsel” means individually and collectively, the attorneys and law firms approved and appointed by the Court to represent the Settlement Class, including:

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- 1.5 “Class Representatives” means the Plaintiffs in the Litigation.
- 1.6 “Counsel for Symetra” means Markham R. Leventhal, Benjamin M. Stoll, Scott Abeles, and Rachel Oostendorp of Carlton Fields, P.A.
- 1.7 “Court” means the United States District Court, Western District of Tennessee, Western Division, and the judge to whom the Litigation has been assigned.
- 1.8 “Department” and “DRS” mean the AMEC Department of Retirement Services and all of its predecessors and previous names.
- 1.9 “Days” means calendar days and not court or business days unless otherwise indicated. In computing any time period specified in this Agreement, when the period is stated in days, the day of the event that triggers the period is excluded, and if the last day is a Saturday, Sunday, or federal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or federal holiday.
- 1.10 “Effective Date” means the date on which the Final Approval Order and Judgment approving this Settlement becomes final and not subject to further appeal. If no appeal has been taken from the Final Approval Order and Judgment, the Effective Date means the date on which the time to appeal therefrom has expired. If any appeal has been taken from the Final Approval Order and Judgment, the Effective Date means the date on which all appeals therefrom, including petitions for rehearing, petitions for rehearing en banc, and petitions for certiorari or any other form of review, have been finally disposed of in a manner that affirms the Final Approval Order and Judgment.
- 1.11 “Fee and Expense Application” means the application to the Court by Class Counsel seeking an award of attorney’s fees and Litigation Expenses.
- 1.12 “Fee and Expense Order” means the Court’s ruling on the contemplated Fee and Expense Application.
- 1.13 “Final Approval Hearing” means the hearing conducted by the Court to: (a) determine whether to grant final approval of this Settlement as fair, reasonable, and adequate; (b) consider any timely objections to the Settlement and all responses thereto; and (c) rule on the Fee and Expense Application.

- 1.14 “Final Approval Order and Judgment” means the Final Approval Order and Judgment entered by the Court in the form agreed to by the Parties and attached to this Agreement as Exhibit C.
- 1.15 “Litigation” shall mean the Multidistrict Litigation (“MDL”) captioned *In Re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-3035, pending in the U.S. District Court for the Western District of Tennessee, including all class action lawsuits consolidated into the Litigation.
- 1.16 “Litigation Expenses” means the out-of-pocket costs and litigation expenses incurred or disbursed by Class Counsel in the Litigation for which Class Counsel intends to apply to the Court for reimbursement through the Fee and Expense Application.
- 1.17 “Motion for Final Approval” means the motion to be filed by Class Counsel to seek final approval of the Settlement.
- 1.18 “Net Settlement Fund” means the Settlement Fund less (i) Notice and Settlement Administration Costs, and (ii) attorneys’ fees, Litigation Expenses, and any Service Awards.
- 1.19 “Notice” or “Settlement Notice” means the written notice of the Settlement provided for under Section 7 of this Agreement and in the form agreed to by the Parties and attached as Exhibit B to this Agreement. The Notice shall be disseminated to the Settlement Class and posted on the Settlement Website, in accordance with the Notice Plan, and subject to the approval of the Court in the Preliminary Approval Order.
- 1.20 “Notice Date” means the date specified in the Preliminary Approval Order when Notice is sent to the Settlement Class, which shall be no later than thirty (30) Days after entry of the Preliminary Approval Order, on which the Settlement Administrator is to have posted the Notice on the live Settlement Website, and mailed and emailed the Notice to the Settlement Class.
- 1.21 “Notice Plan” shall have the meaning set forth in Section 7 of this Agreement.
- 1.22 “Objection Deadline” means the date sixty (60) Days after the Notice Date.
- 1.23 “Opt-Out Deadline” means the date sixty (60) Days after the Notice Date.
- 1.24 “Parties” means Plaintiffs (including their individual claims and derivative claims on behalf of the Plan) and Symetra.
- 1.25 “Person” or “Persons” means any individual, entity, organization, or association, public or private.
- 1.26 “Plan” means the African Methodist Episcopal Church Ministerial Retirement Annuity Plan and any other predecessor retirement plan, or retirement plan that co-

existed with the Plan, or that was merged into or attempted to be merged into the Plan, including but not limited to the 403(b) retirement plan for Pastors and Presiding Elders established by AMEC and any successor to that retirement plan.

- 1.27 “Plan Investments” means all investments and assets of the Plan at any time and of every kind and character, including but not limited to Plan investments in the Motorskill entities, Symetra Contracts, bank accounts, real estate, loans, brokerage accounts, mutual funds, stocks, bonds, and all other tangible or intangible property of any kind.
- 1.28 “Preliminary Approval Date” means the date on which the Court enters the Preliminary Approval Order.
- 1.29 “Preliminary Approval Order” means the Order agreed to by the Parties and attached to this Agreement as Exhibit A, which, upon entry by the Court, will (among other things) preliminarily approve the Settlement, conditionally certify the Settlement Class for purposes of settlement only, approve the Notice Plan, and schedule a Final Approval Hearing to address final approval of the Settlement.
- 1.30 “Release” means the release of all Released Claims as set forth in Section 9.
- 1.31 “Released Claims” means the claims released as defined in Section 9.1.
- 1.32 “Released Parties” is defined in Section 9.1.
- 1.33 “Releasing Parties” is defined in Section 9.1.
- 1.34 “Section” means a Section of this Agreement.
- 1.35 “Service Award” means a monetary payment to the Plaintiffs from the Settlement Fund subject to Court approval.
- 1.36 “Settlement” means the settlement between Plaintiffs, on behalf of the Settlement Class and the Plan, and Symetra, as contemplated by this Agreement.
- 1.37 “Settlement Administrator” means Verita Global, LLC, the class action settlement administrator selected by Plaintiffs to administer and implement the Settlement, subject to approval by the Court.
- 1.38 “Settlement Administration Costs” means the reasonable fees and expenses charged by the Settlement Administrator for the administration of this Settlement, including the costs associated with the Notice Plan and all other fees, expenses, and costs incurred or billed by the Settlement Administrator to provide administrative services in connection with this Settlement consistent with the terms of this Agreement.
- 1.39 “Settlement Amount” means Forty-Four Million Four Hundred Thousand Dollars (\$44,400,000), which is the total aggregate dollar amount that Symetra will be

obligated to pay under the terms of this Settlement if the Settlement is approved by the Court.

- 1.40 “Settlement Class” means: All persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Current and past Defendants are excluded from the Settlement Class.
- 1.41 “Settlement Class Member” means all Persons within the Settlement Class who do not submit a timely and valid request for exclusion from the Settlement.
- 1.42 “Settlement Fund” means a Qualified Settlement Fund in the form of an escrow or trust account to be established by the Settlement Administrator pursuant to Section 468B of the Internal Revenue Code in a depository institution located in the United States. The Settlement Fund shall be funded by Symetra with the Settlement Amount and shall consist of the Settlement Amount plus any interest earned by the Settlement Fund.
- 1.43 “Settlement Website” means the dedicated Settlement Website to be established by the Settlement Administrator and made accessible to the Settlement Class.
- 1.44 “Symetra” means Symetra Life Insurance Company.
- 1.45 “Symetra Contracts” means the 2001 Annuity Contract, the 2007 Annuity Contract, and all Guaranteed Interest Contracts (“GICs”) issued to the Church or the Plan.

## **2. SETTLEMENT CLASS**

2.1. Settlement Class Certification. Symetra agrees not to object to the certification of the Settlement Class for settlement purposes only. The certification of a Settlement Class pursuant to this Agreement shall not constitute an admission or acknowledgement of any kind that the certification of a class under Fed. R. Civ. P. 23 would be appropriate for purposes of litigation outside of the settlement context or absent this Agreement. By entering into this Agreement, Symetra is not waiving any of its defenses or objections in the Litigation, including its objections to a litigation class, nor is Symetra agreeing that the criteria for class certification could be met outside of the settlement context or absent the terms of this Agreement. If the Settlement is not approved for any reason, or if the Effective Date is not reached, Symetra expressly reserves the right to assert all of its objections and defenses to certification of any class, and neither Class

Counsel nor Plaintiffs nor any Settlement Class Member shall offer the existence or terms of this Agreement as evidence in support of any motion to certify a class outside of the settlement context in this Litigation or any other proceeding.

2.2. If the Final Approval Order and Judgment is not entered, or this Agreement is terminated or rendered void for any reason, the certification of the Settlement Class shall be automatically vacated and shall not constitute evidence or a binding determination that the requirements for certification of a class for trial purposes in this Litigation or any other action can be or have been satisfied. In that event, Symetra reserves and shall have all rights to challenge certification of a class action for trial purposes in the Litigation or in any other action, on all available grounds as if no Settlement Class had been certified.

### **3. PRELIMINARY APPROVAL**

3.1. Motion for Preliminary Approval. Within 14 Days after execution of this Agreement, Plaintiffs will move the Court for entry of a Preliminary Approval Order in the form agreed to by the Parties and attached to this Agreement as Exhibit A. The proposed Preliminary Approval Order shall, among other things, request that the Court:

3.1.1. Find as a preliminary matter that the Settlement appears to be fair, reasonable, and adequate and is likely to be finally approved by the Court;

3.1.2. Preliminarily certify the Settlement Class for settlement purposes only;

3.1.3. Approve the form, content, and manner of the Settlement Notice and approve the Notice Plan described in Section 7 as the best notice practicable under the circumstances, and one that satisfies the requirements of due process and Federal Rule of Civil Procedure 23;

3.1.4. Direct that Notice be sent to the Settlement Class;

3.1.5. Preliminarily appoint Plaintiffs as Class Representatives, and preliminarily appoint Class Counsel as counsel for the Settlement Class;

3.1.6. Schedule the Final Approval Hearing approximately 90 Days following the Notice Date, or as soon thereafter as practicable;

3.1.7. Appoint the Settlement Administrator and require the Settlement Administrator to establish a Court-approved Qualified Settlement Fund pursuant to Section 468B of the Internal Revenue Code;

3.1.8. Provide that any objections by any Settlement Class Member to the Settlement shall be heard and any papers submitted in support thereof shall be considered by the Court at the Final Approval Hearing if, on or before the Objection Deadline specified in the Settlement Notice and the Preliminary Approval Order, the objecting Settlement Class Member follows the procedures for objecting set forth in this Agreement and in the Preliminary Approval Order;

3.1.9. Establish dates by which the Parties shall file any papers in support of the Motion for Final Approval of the Settlement, and Class Counsel's Fee and Expense Application, and in response to any valid and timely objections from any Settlement Class Members; and

3.1.10. Provide that all Persons in the Settlement Class will be bound by the Final Approval Order and Judgment, except those Persons who submit to the Settlement Administrator a valid and timely written request to "opt-out" or exclude themselves in accordance with this Agreement and the Settlement Notice.

3.2. Plaintiffs and Symetra and their counsel agree to use reasonable and good faith efforts to effectuate the Court's final approval of the Settlement, including by filing all necessary motion papers and scheduling any necessary hearings on the dates set or approved by the Court.

#### **4. SETTLEMENT RELIEF**

4.1. Class Counsel shall ensure that the Settlement Administrator establishes the Settlement Fund in accordance with the terms of this Agreement. Class Counsel has provided Counsel for Symetra with all necessary information to enable Symetra and its insurers to transfer

the Settlement Amount to the Settlement Fund created by the Settlement Administrator, including a properly completed and signed IRS Form W-9, wire transfer instructions, the proper name of the payee, and the mailing address for any funds paid by check.

4.2. Within thirty (30) Days of the Preliminary Approval Date, Symetra will deposit or cause to be deposited into the Settlement Fund the Settlement Amount. The Settlement Fund shall be held by the Settlement Administrator in an interest-bearing escrow or trust account per the Preliminary Approval Order and shall be administered according to the terms of this Settlement.

4.3. The Settlement Fund shall be used to pay or reimburse Plaintiffs and Class Counsel for all Settlement Administration Costs, Litigation Expenses and attorneys' fees of Class Counsel, and Service Awards approved by the Court, and any other relief to Plaintiffs or the Plan pursuant to the Settlement.

4.4. Aside from Symetra's obligation to pay or cause to be paid the Settlement Amount into the Settlement Fund, Symetra shall have no other financial obligation of any kind under or as a result of the Settlement, and Symetra shall have no responsibility, obligation, or liability with respect to the Settlement Fund or the monies maintained in the Settlement Fund, or the costs of Notice or administration of the Settlement, including, without limitation, any responsibility or liability for any fees, distribution expenses, taxes, investment decisions, maintenance, or supervision relating in any way to the Settlement Amount or the Settlement Fund. The Settlement Amount is the maximum aggregate amount Symetra shall be obligated to pay or cause to be paid under this Agreement, if it is approved by the Court.

4.5. Plaintiffs, Settlement Class Members, the Plan, Class Counsel, and any recipients of proceeds or monies from the Settlement Fund shall be solely responsible for any resulting taxes, assessments, or levy imposed by any governmental agency or other third party.

**5. PLAN OF DISTRIBUTION**

5.1. Plaintiffs and Class Counsel shall be solely responsible, subject to Court approval, for the costs of Notice, Settlement administration, and the allocation of the Net Settlement Fund among Settlement Class Members (the “Plan of Distribution”). Symetra will not be responsible, or have any liability, for the claims administration process, or the determination of how the Net Settlement Fund will be distributed pursuant to the Plan of Distribution. The Plan of Distribution will be described in the Notice and subject to Court approval.

5.2. The calculation of the amount due to each Settlement Class Member from the Net Settlement Fund will be based on the ratio of the Settlement Class Member’s account balance as of June 30, 2021 to the total value of all Settlement Class Members’ account balances as of June 30, 2021, accounting for any distributions taken by Plan participants between June 30, 2021 and the date those balances were retroactively calculated. This calculation shall be made after entry of the Final Approval Order and Judgment.

5.3. In no event shall any Settlement Class Member be entitled to a distribution from the Settlement Fund prior to the Effective Date.

5.4. The Settlement Administrator shall not disburse funds from the Settlement Fund until after the Effective Date, and all such disbursements from the Settlement Fund shall be pursuant to and in accordance with the Final Approval Order and Judgment. The Settlement Fund shall be distributed by the Settlement Administrator within seven (7) Days of the Effective Date.

5.5. All funds held in the Settlement Fund shall remain subject to the jurisdiction of the Court.

**6. ATTORNEY’S FEES, LITIGATION EXPENSES, AND SERVICE AWARDS**

6.1. Class Counsel anticipates filing the Fee and Expense Application with the Court seeking approval of: (i) an award of attorneys’ fees paid from the Settlement Fund not to exceed

one-third of the Settlement Amount, (ii) reimbursement from the Settlement Fund of Litigation Expenses, and (iii) a Service Award paid to each Plaintiff from the Settlement Fund. Except as provided for in this Section 6.1, the Parties shall bear their own attorneys' fees, costs, and expenses in connection with the Litigation and this Settlement, and Symetra shall have no obligation to pay any attorneys' fees, expenses, or costs beyond the Settlement Amount. Any allocation of fees or expenses between or among Class Counsel and any other person shall be the sole responsibility of Class Counsel, subject to any orders of the Court.

6.2. The Parties shall request that any award of attorneys' fees, Litigation Expenses, and Service Awards approved by the Court based on the Fee and Expense Application be set forth in a Fee and Expense Order separate from the Final Approval Order and Judgment, so that any appeal of one will not constitute an appeal of the other. Should the Court award a lower amount than requested by Class Counsel in the Fee and Expense Application, the Settlement will proceed. No order or proceedings relating to Class Counsel's Fee and Expense Application, nor any appeal from the Fee and Expense Order, or reversal or modification thereof, will operate to terminate or cancel this Agreement or otherwise delay the Effective Date of the Settlement.

6.3. The Parties shall request that the Court enter a finding pursuant to Rule 54(b) the Federal Rules of Civil Procedure with respect to the Final Approval Order and Judgment.

## **7. NOTICE PLAN**

7.1. Class Counsel shall be solely responsible for determining the identity of Persons in the Settlement Class and their contact information based on data obtained from AMEC and Newport Group, Inc. ("Newport"). Class Counsel has provided the list of Persons in the Settlement Class to the Settlement Administrator.

7.2. Not later than thirty (30) Days after the Preliminary Approval Date (the "Notice Date"), the Settlement Administrator shall send the Notice by first class mail and email to all

Persons in the Settlement Class for whom a mailing or email address has been obtained. If a Notice sent to any potential Settlement Class Member is returned as undeliverable, the Settlement Administrator will promptly log such return as undeliverable and provide copies of the log to Symetra's Counsel and Class Counsel. If the mailing is returned to the Settlement Administrator with a forwarding address, the Settlement Administrator will forward the mailing to that address. For other returned mailings, the Settlement Administrator will run the name and address one time through a single commercial database chosen by the Settlement Administrator, and should the commercial database show a more current address, the Settlement Administrator shall re-mail the returned Notice to the more current address. No further efforts to locate or to find a more current address for Settlement Class Members is required.

7.3. Within three (3) business days of the Notice Date, the Settlement Administrator shall launch the Settlement Website. The Settlement Website will use the URL [www.amechurchretirementsettlement.com](http://www.amechurchretirementsettlement.com), which was previously used as the Settlement Website for earlier settlements in the Litigation and which will be updated to focus on the Settlement. The Settlement Administrator will maintain and update the Settlement Website to provide relevant information to the Settlement Class, including links to important documents relating to the Settlement.

7.4. The Settlement Administrator shall prepare a declaration attesting to compliance with the Settlement Notice requirements of this Agreement. Such declaration shall be provided to Symetra's Counsel and Class Counsel no later than fourteen (14) Days prior to the deadline for the Motion for Final Approval, and Class Counsel will file the declaration with the Court in support of Final Approval.

7.5. The Parties agree that compliance with the procedures described in this Section 7 is the best notice practicable under the circumstances and is due and sufficient notice to the Settlement Class of the pendency of the Litigation, the terms of the Agreement, and the Final Approval Hearing, and satisfies the requirements of due process and the Federal Rules of Civil Procedure.

7.6. Class Action Fairness Act. Within ten (10) Days after the Motion for Preliminary Approval is filed with the Court, Symetra will serve the notice required by the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, on the Attorney General of the United States and the appropriate State official of each State in which a Settlement Class Member resides. To enable Symetra to comply with the requirements of CAFA, Plaintiffs’ counsel has provided Symetra’s Counsel with a list of class members and their contact information which Symetra can use to make a reasonable estimate of the number of Settlement Class Members residing in each state and the estimated proportionate share of the claims of such members in comparison to the entire Settlement.

## **8. OPT-OUTS AND OBJECTIONS**

8.1. Opting Out. Any Settlement Class Member who wishes to exclude themselves from the Settlement Class must advise the Settlement Administrator in writing of that intent, and their request for exclusion (“Opt-Out Request”) must be postmarked no later than the Opt-Out Deadline. To be in proper form, the Opt-Out Request must: (i) include the member of the Settlement Class’s full name, last four digits of their social security number, current address, telephone number, and email address (if available); (ii) contain a clear statement that he or she elects to be excluded from the Settlement Class and does not want to participate in the Settlement; and (iii) be signed by the member of the Settlement Class or by a Person providing a valid power of attorney to act on behalf of the member.

8.2. Opt-Out Information. The Settlement Administrator shall provide the Parties with copies of all Opt-Out Requests it receives and shall provide a list of all members of the Settlement Class who timely and validly opted out of the Settlement Class in the Settlement Administrator's declaration filed with the Court, as required by Section 7.4. Any individual in the Settlement Class who does not timely (as measured by the postmark on that individual's written notice) and properly opt out of the Settlement by written notice directed to the Settlement Administrator and containing the required information shall remain in the Settlement Class and shall be bound by any Orders of the Court regarding the Settlement or the Settlement Class. Any Person in the Settlement Class who fails to timely and validly opt out of the Settlement shall be bound by the terms of this Agreement and the Settlement.

8.2.1. Only a member of the Settlement Class may request exclusion from the Settlement, except that a legal representative or guardian may submit a request for exclusion on behalf of a deceased or incapacitated member of the Settlement Class. Any attempt to opt out on behalf of a group or class of Persons shall be null and void.

8.2.2. Any statement or submission purporting or appearing to be both an objection and opt-out shall be treated as a request for exclusion.

8.3. Objections. Any Settlement Class Member who does not opt-out may file with the Court a statement in support of or objection to the Settlement by the Objection Deadline. Any such statement or objection must also be delivered by hand, email or first-class mail by that same date to Class Counsel and Symetra's counsel at the following addresses:

CLASS COUNSEL  
Matthew E. Lee  
Jeremy R. Williams  
**LEE SEGUI, PLLC**  
421 N. Harrington St., Suite 460  
Raleigh, NC 27603  
855-496-7500  
mlee@leesegui.com  
jwilliams@leesegui.com

SYMETRA'S COUNSEL  
Markham R. Leventhal  
Benjamin M. Stoll  
**CARLTON FIELDS, P.A.**  
1625 Eye Street, Suite 800  
Washington, DC 20006  
202.965.8100  
Fax: 202.965.8104  
leventhal@carltonfields.com  
bstoll@carltonfields.com

8.4. Content of Objections. Any such statement or objection must state or contain: (1) the Settlement Class Member's full name; (2) their address; (3) the telephone number and email address where they may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses they may call to testify; (6) copies of any exhibits that they intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (8) a statement of whether they intend to appear at the Final Approval Hearing with or without counsel; and (9) a statement as to whether the objection applies only to the objector and a specific subset of the Settlement Class, or the entire Settlement Class.

8.5. Such objection must be filed with the Court with a postmark dated on or before the Objection Deadline. Any Settlement Class Member who does not submit a timely objection in accordance with this Agreement, the Notice, and otherwise as ordered by the Court shall not be treated as having filed a valid objection to the Settlement and shall forever be barred from raising any objection to the Settlement.

8.6. The Parties will have the right to depose and seek discovery from any objector to assess whether the objector has standing and to understand the nature of the objection.

8.7. Any Settlement Class Member who properly objects may (but is not required to) appear at the Final Approval Hearing, either in person or through an attorney hired at their own expense, to object to the fairness, reasonableness, or adequacy of this Agreement or the Settlement. A member of the Settlement Class who opts out of the Settlement may not object to this Agreement or the Settlement and is not entitled to be heard at the Final Approval Hearing.

8.8. Any member of the Settlement Class who does not object to the Settlement in the manner prescribed in this Agreement and in the Notice, shall be deemed to have waived any objection and their right to object to the Settlement or the Final Approval Order and Judgment, and shall forever be barred and foreclosed from making any objection in the Litigation or any other proceeding to the fairness, adequacy or reasonableness of the Settlement or the Final Approval Order and Judgment.

## **9. RELEASE, WAIVER, AND INJUNCTION**

9.1. Released Claims. Upon the Effective Date, the Plaintiffs, all Settlement Class Members, and the Plan, and all of their agents, beneficiaries, heirs, relatives, estates, executors, administrators, successors, predecessors, assigns, insurers, trustees, attorneys, representatives, partners, and all other Persons who seek to claim through or in the name or right of any of them (the "Releasing Parties"), expressly and irrevocably release, waive, and forever discharge, Symetra, Symetra Financial Corporation, and all of their respective present and former officers, directors, employees, managers, agents, attorneys, administrators, departments, business units, divisions, affiliates, successors, predecessors, subsidiaries, parent companies, insurers, and reinsurers (collectively, the "Released Parties"), from any and all claims, demands, causes of action, rights of action, suits, proceedings, actions, liabilities, damages, losses, injuries, debts, judgments, contractual rights, obligations, costs, attorneys' fees, interest, and expenses of every kind and nature whatsoever (collectively "Claims"), whether known or unknown, asserted or

unasserted, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or relating in any way to any of the allegations, acts, inaction, facts, subject matter, transactions, statements, events, matters, occurrences, representations, failures to disclose, or omissions, involved, alleged, or referred to in the Litigation, in whole or in part, directly or indirectly, including but not limited to:

- (i) any and all Claims that were asserted or could have been asserted against Symetra or the Released Parties in the Litigation by Plaintiffs, Settlement Class Members, or the Plan, for alleged damages, losses, or harm suffered by the Plan or Plan participants and beneficiaries;
- (ii) any and all Claims arising from or relating in any way to the Plan or the Plan participants or their beneficiaries, including Claims relating to the management or administration of the Plan, and Claims relating to any and all acts or omissions by Harris, Eaton, or AMEC;
- (iii) any and all Claims arising from or relating in any way to withdrawals, contributions, distributions, disbursements, or transfers of any kind of any funds out of or into one or more of the Symetra Contracts (including the 2001 Annuity Contract, the 2007 Annuity Contract, and 2007 and 2008 GICs);
- (iv) any and all Claims arising from or relating in any way to any retirement plans sponsored or established by AMEC, including the 403(b) plan for Pastors and Presiding Elders and all other retirement plans existing prior to the Effective Date;
- (v) any and all Claims arising from or relating in any way to monies deposited into or held within the Symetra Contracts;

- (vi) any and all Claims arising from or relating in any way to interest paid under any of the Symetra Contracts, or profit earned by Symetra, if any, under any of the Symetra Contracts;
- (vii) any and all Claims relating in any way to Plan Investments or assets of the Plan;
- (viii) any and all Claims arising from or relating in any way to the termination of the Plan;
- (ix) any and all Claims arising from or relating in any way to maturing or termination of any of the Symetra Contracts;
- (x) any and all Claims arising from or relating to the sale or issuance of any of the Symetra Contracts, commissions paid on or for the Symetra Contracts, acts or omissions of Harris or Eaton, or Symetra's relationship with Eaton;
- (xi) any and all crossclaims previously asserted by the Plan in the Litigation and voluntarily dismissed by the Plan; and
- (xii) any and all Claims for attorneys' fees, costs, or expenses incurred in connection with the Litigation.

It is understood and agreed that the Claims released in this Section 9.1, Section 9.2, and Section 9.3 (collectively, "Released Claims") shall include claims of every nature whatsoever held by Plaintiffs, Settlement Class Members, or the Plan, whether based on legal or equitable grounds, and whether based on federal, state, foreign, or local law, statute, ordinance, regulation, common law, private contract, agreement or any other authority.

9.2. Unknown Claims; Assumption of Risk. Each of the Releasing Parties hereby does, and shall be deemed to, assume the risk that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released here ("Unknown Claims"). Nevertheless, it is the intent

of the Settlement to fully, finally and forever settle and release all such Unknown Claims and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action). It is expressly understood that the Released Claims will include all claims of every nature regardless of whether the claims are known at the time of the Settlement or Final Approval Order and Judgment. Each of the Releasing Parties agrees that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the Release, which shall remain in full force and effect.

9.3. California Civil Code 1542 and any Counterparts from Other States. In connection with the foregoing Release, Plaintiffs, each Settlement Class Member, and the Plan shall be deemed, as of the entry of the Final Approval Order and Judgment, to have waived any and all provisions, rights, and benefits conferred by any statute, rule and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542 (“Section 1542”), which provides that:

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

Plaintiffs, Settlement Class Members, and the Plan, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under, or that may be conferred upon them by, the provisions of Section 1542, or any other law of any state or territory that is similar, comparable or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. The Notice shall expressly inform all Settlement Class Members of the contents and effect of Section 1542, and that the Settlement Class Members, by accepting the benefits of the Settlement, will expressly waive whatever benefits

they may have had pursuant to Section 1542. Plaintiffs, Settlement Class Members, and the Plan acknowledge, and the Releasing Parties shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and a material element of the Settlement of which the Release is a part.

9.4. Injunction. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Plan shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction against Symetra or any of the Released Parties asserting or based upon any of the Released Claims, and such permanent injunction shall be included in the Final Approval Order and Judgment.

9.5. Rights Under the Agreement. The Released Claims do not include the Parties' rights and obligations under this Agreement.

9.6. Nothing in this Agreement, including the Bar Order, is intended to impair or adversely affect Plaintiffs' claims against any Defendant in the Litigation other than Symetra, and such claims against other Defendants are expressly reserved. Nothing in this Agreement shall impair or adversely affect Symetra's claims against AMEC or any other Defendant in the Litigation.

9.7. This Agreement and the Release do not affect the rights of Persons in the Settlement Class who timely and properly submit a request for exclusion and opt out of the Settlement in accordance with this Agreement.

9.8. Bar Order. As part of the consideration for the substantial Settlement Amount to be paid by Symetra pursuant to the terms of this Agreement, the Final Approval Order and Judgment entered by the Court shall contain a provision that permanently enjoins all other parties

to the Litigation, including but not limited to all AMEC Defendants and cross-claim plaintiffs, from continuing, maintaining, commencing, or pursuing any and all claims, regardless of how denominated, whether asserted or unasserted, against Symetra, Symetra Financial Corporation, or the Released Parties, that are based upon, arise out of, or relate in any way, directly or indirectly, to (i) alleged damages to or losses incurred by the Plan or Plan participants or beneficiaries, or (ii) alleged claims against Symetra in the nature of indemnity or contribution. This Bar Order is a material and essential term of the Settlement.

9.9. Covenant Not to Sue. Plaintiffs, on behalf of themselves and Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, maintain, intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; and (ii) not to organize or solicit the participation of anyone in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties. The Release and the covenants in this Section shall be a complete defense to any of the Released Claims asserted against any of the Released Parties.

9.10. Plaintiffs' Representations and Warranties. Plaintiffs, on behalf of themselves and Settlement Class Members, represent and warrant that (i) they are the sole and exclusive owners of the Released Claims; (ii) they have not assigned or otherwise transferred any interest in any Released Claims against any Released Parties; (iii) they will not assign or otherwise transfer any interest in their Released Claims; (iv) after entry of the Final Approval Order and Judgment, they will have no surviving Claims or causes of action against any of the Released Parties; and (v) they

are settling and releasing all Claims that belong or could belong to the Plan or in which the Plan has any interest.

9.11. Third-Party Beneficiaries. Other than the Released Parties, who are intended third-party beneficiaries of this Agreement with the right to enforce the provisions that benefit them, including the Release, injunction, and covenant not to sue, there are no other non-parties who are third-party beneficiaries with rights under this Agreement.

## **10. FINAL APPROVAL ORDER AND JUDGMENT**

10.1. Motion for Final Approval. If the Settlement is granted preliminary approval, at least fourteen (14) Days prior to the date set for the Final Approval Hearing, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval to the Settlement and enter the Final Approval Order and Judgment in the form agreed to by the Parties and attached as Exhibit C. Symetra may, but shall not be required to, file a memorandum in support of Final Approval or addressing any objections to the Settlement.

10.2. The Settlement and this Agreement are subject to and conditioned upon entry by the Court of a Final Approval Order and Judgment that includes provisions:

- (i) Determining that the Court has personal jurisdiction over Plaintiffs, Settlement Class Members, and the Plan, and that the Court has subject matter jurisdiction to approve the Settlement;
- (ii) Certifying the Settlement Class for settlement purposes only;
- (iii) Finding that the Notice Plan and Settlement Notice satisfied the requirements of due process and Fed. R. Civ. P. 23, constituted the best notice practicable under the circumstances, and were reasonably calculated to apprise the Settlement Class of the Litigation, the Agreement, their objection rights, their right to appear at the Final Approval Hearing, and their right to opt-out of the Settlement;

- (iv) Finally approving the Settlement as fair, reasonable, and adequate, and finding that each Settlement Class Member who has not opted out in strict compliance with the terms of this Agreement and the Notice is bound by the Agreement, including the Release, injunction, and covenant not to sue in Section 9;
- (v) Entering final judgment without fees or costs except as consistent with this Agreement, which may be awarded in a related Fee and Expense Order of the Court;
- (vi) Incorporating the Release provisions of this Agreement, making the Release effective as of the Effective Date, and forever discharging the Released Parties from any claims or liabilities for any Released Claims;
- (vii) Finding that Class Counsel and the Plaintiffs have adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- (viii) Incorporating the injunction in Section 9.4 and permanently enjoining the Plaintiffs, Settlement Class Members, and the Plan from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction against Symetra or any of the Released Parties asserting or based upon any of the Released Claims;
- (ix) Incorporating the Bar Order in Section 9.8 Section and permanently enjoining all other parties to the Litigation, including but not limited to all AMEC Defendants and cross-claim plaintiffs, from continuing, maintaining, commencing, or pursuing any and all claims, regardless of how denominated, whether asserted or unasserted, against Symetra, Symetra Financial Corporation, or the Released Parties, that are based upon, arise out of, or relate in any way, directly or indirectly, to (i) alleged

- damages to or losses incurred by the Plan or Plan participants or beneficiaries, or (ii) alleged claims against Symetra in the nature of indemnity or contribution;
- (x) Authorizing the Parties to implement the terms of the Agreement;
  - (xi) Retaining exclusive jurisdiction over all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement and this Agreement;
  - (xii) Providing that neither the Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement shall be considered, used, or construed as an admission of any wrongdoing or liability by Symetra or any Released Party; and further providing that neither the terms of this Agreement nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or this Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of this Agreement; and
  - (xiii) Incorporating any other provisions not inconsistent with the Agreement that the Court deems necessary and just.

## **11. TERMINATION OF THE SETTLEMENT**

11.1. Either Plaintiffs or Symetra will have the option to terminate this Agreement on twenty (20) Days' notice to the other if any of the following occurs:

- (i) The Court enters any order that is materially inconsistent with the terms of this Agreement (including all Exhibits);
- (ii) The Court denies the Motion for Preliminary Approval with prejudice;
- (iii) The Court rejects, modifies, or denies approval of any part of the Agreement (including all Exhibits) or otherwise changes the terms of the Settlement in any

- material way, including but not limited to changes in any terms of relief, the Preliminary Approval Order, the Released Claims, or the Settlement Notice;
- (iv) The Court does not enter the Final Approval Order and Judgment in the form substantially agreed to by the Parties;
  - (v) The Final Approval Order and Judgment is vacated, modified, or reversed by an appellate court of competent jurisdiction;
  - (vi) The number of opt-outs from the settlement exceeds five percent (5%) of the total Settlement Class Members who receive notice;
  - (vii) The Settlement Amount is not timely funded in accordance with the terms of this Agreement;
  - (viii) The Court does not finally approve or alters the terms of the Release, the Bar Order, the injunction in Section 9.4, or the covenant not to sue in Section 9.9; or
  - (ix) The Effective Date does not occur for any reason.

11.2. If the Agreement is terminated, it shall be void, the Settlement Amount shall be returned to Symetra, not including any interest earned in the Qualified Settlement Fund that was used to pay Settlement costs, and no Party shall be bound by this Agreement, except for those provisions that survive termination of the Agreement; and provided that the Parties shall also remain bound by the following subsections of this Section 11.2:

11.2.1. Symetra, Plaintiffs, and the Settlement Class Members shall be restored to their respective positions existing immediately before execution of this Agreement.

11.2.2. Symetra expressly and affirmatively reserves all defenses, arguments and motions as to all claims that have been or might later be asserted in the Litigation, including,

without limitation, any applicable statutes of limitation and arguments that the Litigation may not be litigated as a class action.

11.2.3. Neither this Agreement, the fact of its having been made, nor the negotiations leading to it, nor any action taken by the Parties or any Settlement Class Member pursuant to this Agreement shall be admissible, entered into evidence, or used for any purpose whatsoever in this or any other legal or regulatory proceeding.

11.2.4. Any order or judgment entered pursuant to the Settlement after the date of this Agreement, and prior to termination, shall be deemed vacated and shall be without any force or effect.

11.2.5. The Parties shall jointly request that the Litigation, including any pending motions on class certification, Symetra's Motion for Summary Judgment, and any related motions, be restored to the Court's calendar, at the earliest date available to the Court and counsel, taking into consideration whether the Parties wish to engage in further discussion regarding a potential settlement.

11.3. Sections 11.2, 12.1, 12.2, and 13.2 shall survive termination of the Agreement.

11.4. All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall remain in force and survive the termination of this Agreement.

## **12. CONFIDENTIALITY/PUBLIC DISCLOSURE**

12.1. The Parties agree not to make, disseminate, or publish any statement outside of Court about the terms of this Agreement or the Settlement until the Preliminary Approval Date, except as authorized by the Court or required by law. If Preliminary Approval is not obtained, the Parties agree not to make, disseminate, or publish any statement about the terms of this Agreement or the Settlement, except as authorized by the Court or required by law. If Preliminary Approval

is obtained, the Parties agree not to make, disseminate, or publish any statement about this Agreement or the Settlement that would be inconsistent in any way with the terms of this Agreement or would denigrate, disparage, or embarrass any of the Parties, except as authorized by the Court or required by law. The Parties further agree not to encourage, cooperate with, or facilitate others making, disseminating, or publishing any statement about this Agreement or the Settlement that the Parties themselves are prohibited from making, disseminating, or publishing.

12.2. Nothing in this Agreement shall preclude the Parties from discussing the Settlement with their present or former employees, officers, directors, accountants, shareholders, affiliates, attorneys, auditors, regulators, or agents, orally or in writing, as the Parties deem necessary or appropriate in the course of their business.

### **13. OTHER TERMS AND CONDITIONS; GENERAL PROVISIONS**

13.1. Stay of Deadlines; Severance of Claims. Plaintiffs and Symetra agree that all pending pretrial deadlines in the Litigation that relate solely to Symetra (such as motions in limine solely against Symetra or deposition designations for witnesses that would be called solely on issues related to Symetra) should be stayed. Plaintiffs do not oppose Symetra's motion that trial of Symetra's separate dispute with AMEC should be severed from the trial of Plaintiffs' claims against remaining Defendants.

13.2. No Admission of Liability. The Parties expressly acknowledge and agree that this Settlement is made in compromise of disputed claims, and that neither this Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement shall be considered, used, or construed as an admission of any wrongdoing or liability by Symetra or any of the Released Parties, and that, to the contrary, Symetra expressly denies any wrongdoing, liability, or fault of any kind. This Agreement is inadmissible as evidence against Symetra or any other Party in the Litigation, except in an action to enforce the terms of the Agreement, and is not

an admission as to any legal issues, wrongdoing, or liability on the part of any Party to this Agreement. Neither the terms of this Agreement nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or this Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of this Agreement or the Final Approval Order and Judgment, or by Symetra or a Released Party to support a defense of res judicata, collateral estoppel, release, waiver, settlement, judgment bar or reduction, full faith and credit, or other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

13.3. Independent Counsel: Arm's Length Negotiations. The Parties each represent and warrant that they are voluntarily entering into this Agreement as a result of arm's-length negotiations; that in executing the Agreement, they are relying solely upon their own judgment, belief, and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent and duration of their rights and claims under this Agreement and all matters that relate to the subject matter of this Agreement. The Parties are represented by competent counsel, and they have had an opportunity to consult and have consulted with counsel prior to executing this Agreement. Except as provided in this Agreement, the Parties have not been influenced to any extent whatsoever in executing this Agreement by representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each of the Parties assumes the risk of mistake as to facts or law.

13.4. No Fiduciary Duty. The Parties acknowledge and agree that none of the terms of this Agreement or undertakings pursuant to the Settlement shall be deemed to create a fiduciary duty on the part of Symetra or any of the Released Parties.

13.5. Mutual Cooperation. The Parties agree to cooperate with each other in good faith as may reasonably be necessary to accomplish the terms of this Agreement and to use their best efforts to obtain the Court's preliminary and final approval of the Agreement, including entry of the Final Approval Order and Judgment. Plaintiffs will share a draft of the motions seeking preliminary and final approval with Symetra's counsel before filing with the Court.

13.6. Notice. Unless otherwise stated in this Agreement, any notice required or provided for under this Agreement (not including the Settlement Notice) shall be in writing and may be sent by electronic mail or hand delivery, postage prepaid, as follows:

If to Class Counsel:

Matthew E. Lee  
Jeremy R. Williams  
**LEE SEGUI, PLLC**  
421 N. Harrington St., Suite 460  
Raleigh, NC 27603  
mlee@leesegui.com  
jwilliams@leesegui.com

If to Symetra's Counsel:

Markham R. Leventhal  
Benjamin M. Stoll  
**CARLTON FIELDS, P.A.**  
1625 Eye Street, Suite 800  
Washington, D.C. 20006  
mleventhal@carltonfields.com  
bstoll@carltonfields.com

13.7. Entire Agreement. This Agreement sets forth and constitutes the final and entire understanding and agreement of the Parties and supersedes any and all prior and contemporaneous negotiations, understandings, discussions, representations, and agreements, written or oral, between the Parties with respect to the Settlement or the subject matter of this Agreement. Any previous discussions, agreements or understandings between or among the Parties regarding the subject matter hereof are hereby merged into and superseded by this Agreement.

13.8. Construction. This Agreement is the result of bargaining and negotiation by Parties represented by independent counsel. The language of this Agreement is a product of the mutual effort of the Parties, and no Party shall be considered the drafter of this Agreement for purposes of its construction or interpretation. This Agreement shall be construed fairly as to all Parties; it

shall not be construed for or against any Party based on the extent to which that Party participated in its preparation.

13.9. Amendments. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties, and any amendments or modifications shall be presented to the Court for approval. Amendments and modifications may be made without additional notice to the potential Settlement Class Members unless such notice is required by the Court.

13.10. Symetra's Crossclaims. Nothing in this Agreement shall in any way adversely affect Symetra's crossclaims in the Litigation against the AMEC Defendants.

13.11. Waiver. The failure to seek redress for a violation of this Agreement or to insist upon the strict performance of any term, covenant, or condition of this Agreement shall not constitute a waiver, nor shall it prevent a later demand by a Party for cure thereof or adversely affect such Party's rights in the event of any subsequent violation.

13.12. Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Tennessee without giving effect to the choice-of-law principles of that or any other state. The Parties, to the fullest extent permitted by applicable law, waive all rights to a trial by jury in any action or proceeding arising out of or relating to this Agreement.

13.13. Headings. The captions and headings of the various Sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of the meaning of the Agreement.

13.14. Counterparts. This Agreement may be executed in any number of counterparts, including by electronic signature and/or DocuSign, each of which shall be deemed to be an

original. All counterparts shall constitute one and the same Agreement, binding on all Parties, regardless of whether all Parties are signatories to the same counterpart, but the Agreement will be without effect until and unless all Parties to this Agreement have executed a counterpart. The Parties may execute this Agreement electronically, and a copy of this Agreement with an electronic signature shall be valid.

13.15. Authority. Each Person executing this Agreement warrants that such Person is authorized to execute this Agreement by the Party on whose behalf he or she is executing this Agreement. This Agreement shall be binding upon, and inure to the benefit of, the agents, heirs, executors, administrators, successors, and assigns of the Parties.

**[ REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK ]**

13.16. Exhibits. Exhibits A, B, and C attached to this Agreement are part of the Agreement and are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the terms of this Agreement and the terms of any Exhibit, the terms of the Agreement shall prevail.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties and their counsel have voluntarily signed this Class Action Settlement Agreement below.

**CLASS COUNSEL, ON BEHALF OF PLAINTIFFS, THE SETTLEMENT CLASS, AND THE PLAN**

By: Matthew Lee  
Matthew Lee (Apr 9, 2026 16:45:29 EDT)  
Matthew E. Lee  
Interim Co-Lead Counsel for Plaintiffs  
Date: Apr 9, 2026

By: Gregorio Francis  
Gregorio Francis (Apr 9, 2026 16:53:20 EDT)  
Gregorio A. Francis  
Interim Co-Lead Counsel for Plaintiffs  
Date: Apr 9, 2026

**SYMETRA LIFE INSURANCE COMPANY**

DocuSigned by:  
By: Margaret Meister  
13537035E52941E...  
Title: President and Chief Executive Officer  
Date: 4/8/2026

**COUNSEL FOR SYMETRA LIFE INSURANCE COMPANY**

By: Markham R. Leventhal  
Name: Markham R. Leventhal  
Date: April 8, 2026

**EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE  
RETIREMENT FUND LITIGATION**

MDL Docket No. 1:22-md-03035-STA-jay

ALL CASES

Honorable S. Thomas Anderson

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT WITH DEFENDANT SYMETRA  
LIFE INSURANCE COMPANY**

This matter comes before the Court on Plaintiffs' Motion for Preliminary Approval of a Settlement with Defendant Symetra Life Insurance Company (ECF No. \_\_\_ ) (the "Motion"). The Court having considered the Motion and supporting materials finds good cause to grant preliminary approval of the settlement between Plaintiffs and Symetra on the following terms:

1. As herein, "Plaintiffs" are Plaintiffs Rev. Pearce Ewing, Rev. Charles R. Jackson, Presiding Elder Cedric V. Alexander, Rev. Derrell Wade, Rev. Reuben J. Boyd, Presiding Elder Phillip Russ, IV, Lynette Glenn, Guardian of Rev. Marcius King, Rev. Matthew Ewing, Candace L. Carmichael, as Administrator of the Estate of Rev. A. Offord Carmichael, Deceased, and Rev. Diane Conley. "Symetra" is Defendant Symetra Life Insurance Company. "Settling Parties" refers collectively to Plaintiffs and Symetra. The "Agreement" refers to the Class Action Settlement Agreement executed by Plaintiffs and Symetra and submitted to the Court as part of the Motion. The "Settlement" refers to the settlement reached between Plaintiffs and Symetra on all of the claims asserted against Symetra in this Action by Plaintiffs, the Settlement Class, and the African Methodist Episcopal Church Ministerial Retirement Annuity Plan ("the Plan"), as more fully defined in the Agreement. Other capitalized terms used in this order have the same meaning as

defined in the Agreement.

2. The Court preliminarily approves the Agreement and the Settlement as sufficiently fair, adequate, and reasonable, and authorizes dissemination of the Long Form Notices to the members of the proposed Settlement Class under Rule 23(e) of the Federal Rules of Civil Procedure (“Rule 23”), subject to further consideration at the Final Approval Hearing.

3. Pursuant to Rule 23, the Court conditionally certifies the following Settlement Class for purposes of the Settlement only:

Settlement Class: All persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Current and past Defendants are excluded from the Class.

4. Subject to the terms of the Agreement, the Court finds that the prerequisites to conditionally certifying a class for settlement purposes under Rule 23(a) are satisfied in that:

- a. The members of the Settlement Class defined in the Agreement are so numerous as to make joinder impracticable. The Class is estimated to have approximately 4,400 members;
- b. There are questions of law or fact common to the Settlement Class;
- c. The claims or defenses of the Class Representatives are typical of the claims or defenses for the Settlement Class Members; and
- d. The Class Representatives and Class Counsel will fairly and adequately protect the interests of the Settlement Class Members.

5. For purposes of effectuating the proposed Settlement only, the Court finds, pursuant to Rule 23(e)(1), that the prerequisites for class certification under Federal Rule of Civil Procedure 23(b)(3) are likely to be satisfied because the questions of law or fact common to the

Class predominate over individual questions and a class action settlement is superior to other available methods for the fair and efficient adjudication of this controversy.

6. The Court appoints Plaintiffs as the Class Representatives for purposes of the Settlement.

7. The Court appoints as Class Counsel the law firms of Lee Segui, PLLC, Osborne Francis & Pettis, PLLC, Stranch Jennings & Garvey, PLLC, Kantor & Kantor, LLC, Lief & Cabraser Heimann & Bernstein, LLP, Blue, LLP, Wright & Schulte, LLC, and the AARP Foundation for purposes of Settlement. Solely for purposes of effectuating the Settlement, Class Counsel are authorized to act on behalf of the Class Representatives, all other Settlement Class Members, and the Plan, with respect to all acts or consents required by or that may be given pursuant to the Agreement, including the release of claims and all other acts that are reasonably necessary to consummate the Settlement, subject to final approval by the Court of the Settlement.

8. The Court retains exclusive jurisdiction over the Settlement to consider and determine all further matters arising out of or connected with the Settlement.

#### **Settlement Relief**

9. Within thirty (30) days from the date this Order is entered by the Court, Symetra will deposit or cause to be deposited into the Settlement Fund the Settlement Amount as defined under the Agreement. The Settlement Fund shall be held by the Settlement Administrator in an interest-bearing escrow or trust account and shall be administered according to the terms of the Settlement.

#### **Administration and Notice to the Class**

10. The Court appoints Verita Global, LLC as Settlement Administrator for the Settlement. The Settlement Administrator shall establish a Qualified Settlement Fund (the

“Settlement Fund”) consistent with the requirements of the Agreement, which the Court hereby approves. The Settlement Administrator shall supervise and administer the Notice procedures, operate the Settlement Website, execute the Plan of Distribution as detailed in the Agreement, and perform any other duties that are reasonably necessary and/or provided for in the Agreement.

11. Except as otherwise provided in the Agreement, Plaintiffs and Class Counsel shall be solely responsible for the costs of Notice, Settlement administration, and the allocation of the Net Settlement Fund among Settlement Class Members (the “Plan of Distribution”). Symetra will not be responsible, or have any liability, for the claims administration process, or the determination of how the Net Settlement Fund will be distributed pursuant to the Plan of Distribution.

12. Upon final approval of the Settlement, the Settlement Fund shall be used to pay or reimburse Plaintiffs and Class Counsel for all Settlement Administration Costs, Litigation Expenses and attorneys’ fees of Class Counsel, and Service Awards, consistent with the Agreement and as approved by the Court in its Final Approval Order and Judgment.

13. The Court approves the form and content of the two proposed Long Form Notices attached to the Agreement as Exhibits B-1 and B-2, filed with the Court at ECF Nos. \_\_\_\_\_ (collectively, the “Long Form Notices”), and finds that their dissemination, via U.S. mail and email, to all Settlement Class Members is appropriate upon entry of this Order granting preliminary approval of the Settlement. The Court concludes that the proposed Notice Plan satisfies the requirements set forth in Fed. R. Civ. P. 23(c)(2)(B) and due process, constitutes the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto of the pendency of the Action, the effect of the proposed Settlement (including the releases contained therein), the proposed Plan of Distribution, and Settlement Class Members’ rights to participate in, opt out of, or object to any aspect of the proposed Settlement.

14. Pursuant to Section 7.2 of the Agreement, the Settlement Administrator shall complete dissemination of the Notices within thirty (30) calendar days from the entry of this Preliminary Approval Order (the “Notice Date”). On or before the Notice Date, the Settlement Administrator shall complete the distribution of the Long Form Notices (via email and mail), update the Settlement Website with the relevant documents relating to the Settlement including the Long Form Notices, the Second Consolidated Amended Complaint filed in this Action, the Agreement (which includes Exhibits), this Preliminary Approval Order, any briefs filed by Plaintiffs and Defendants in support of the Settlement, and the proposed Final Approval Order and Judgment (Exhibit C to the Agreement).

15. Any Settlement Class Member who does not opt-out of the Settlement may file with the Court a statement in support of or objection to the Settlement. In order to be timely, any such objection must have a postmark date not later than 60 days after the Notice Date (the “Objection Deadline”). Any such statement or objection must state or contain: (1) the Settlement Class Member’s full name; (2) their address; (3) the telephone number and email address where they may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses they may call to testify; (6) copies of any exhibits that they intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing the individual with respect to any objection; (8) a statement of whether they intend to appear at the Final Approval Hearing with or without counsel; and ((9) a statement as to whether the objection applies only to the objector and a specific subset of the Settlement Class, or the entire Settlement Class. Each objection must: (a) be in writing and signed by the objector; (b) clearly identify the case name and number (i.e. “*In Re: AME Church Employee*

*Retirement Fund Litigation*, Case No. 1:22-md-3035-STA-jay (W.D. Tenn.)”); (c) be mailed to the Court (or filed with the Court in person) at the following address:

U.S. District Court  
Western District of Tennessee, Eastern Division  
James D. Todd United States Courthouse  
111 South Highland Ave.  
Jackson, TN 38301

16. A copy of any objection must also be delivered by hand, email or first-class mail by the Objection Deadline to Class Counsel and Symetra’s counsel at the following addresses:

CLASS COUNSEL  
Matthew E. Lee  
Jeremy R. Williams  
**LEE SEGUI, PLLC**  
421 N. Harrington St., Suite 460  
Raleigh, NC 27603  
(855) 496-7500  
mlee@leesegui.com  
jwilliams@leesegui.com

SYMETRA’S COUNSEL  
Markham R. Leventhal  
Benjamin M. Stoll  
**CARLTON FIELDS, P.A.**  
1625 Eye Street, Suite 800  
Washington, DC 20006  
(202) 965-8100  
mleventhal@carltonfields.com  
bstoll@ carltonfields.com

17. Any Settlement Class Member who does not submit a valid and timely written objection in accordance with these procedures and the procedures detailed in Section 8 of the Agreement (“Opt-Outs and Objections”) shall be deemed to have waived any objection and their right to object to the Settlement or the Final Approval Order and Judgment, and shall forever be barred and foreclosed from making any objection to the fairness, adequacy, or reasonableness of the Settlement, this Order, or the proposed Final Approval Order and Judgment.

18. Any Settlement Class Member who wishes to be excluded from the Settlement and the Settlement Class must advise the Settlement Administrator in writing of their intent, and their request for exclusion (“Opt-Out Request”) must: (i) include the Settlement Class Member’s full name, last four digits of their social security number, current address, telephone number, and email address (if available); (ii) contain a clear statement that he or she elects to be excluded from the

Settlement Class and does not want to participate in the Settlement; and (iii) be signed by the member of the Settlement Class or by a Person providing a valid power of attorney to act on behalf of the member.

19. The Opt-Out Request must be (a) in writing and signed by the member of the Settlement Class who seeks to opt out, including via DocuSign or an equivalent verified electronic method, (b) mailed to the Settlement Administrator at the address in the Settlement Notice, and (c) postmarked on or before the Opt-Out Deadline which is 60 days after the Notice Date.

20. Only a member of the Settlement Class may request exclusion from the Settlement, and may do so only on behalf of himself or herself, except that a legal representative or guardian may submit a request for exclusion on behalf of a deceased or incapacitated member of the Settlement Class. Any attempt to opt out on behalf of more than one member of the Settlement Class, a group of Settlement Class Members, or any other group or class of Persons shall be null and void. Any Settlement Class Member who does not submit a valid and timely Opt-Out Request shall bound by the terms of the Agreement upon the entry of a Final Approval Order and Judgment finally approving the Settlement.

21. Any statement or submission purporting or appearing to be both an objection and on Opt-Out Request shall be treated as an Opt-Out Request.

**Final Approval Hearing**

22. The Final Approval Hearing shall be held by the Court on [DATE], at [TIME], in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301.

23. At or after the Final Approval Hearing, the Court will determine whether: (1) the requirements for certification of the Settlement Class have been met; (2) the proposed Settlement

on the terms set forth in the Agreement should be finally approved as fair, reasonable, adequate, and in the best interest of the Settlement Class; and (3) the Final Approval Order and Judgment approving the Settlement consistent with the Agreement should be entered by the Court.

24. The Court may continue or adjourn the Final Approval Hearing without further notice to the Settlement Class. The Court may finally approve the Settlement, with such modifications as may be agreed to by Plaintiffs and Symetra, if appropriate, without further notice to members of the Settlement Class.

25. On or before thirty (30) days after the Notice Date, Class Counsel shall file all papers in support of a Motion for Attorneys' Fees, Costs, and Service Awards.

26. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file a motion and supporting papers requesting that the Court grant final approval to the Settlement and enter the Final Approval Order and Judgment in the form agreed to by the Parties and attached to the Agreement as Exhibit C.

27. On or before fourteen (14) days prior to the Final Approval Hearing, Class Counsel shall file responses to any objections to final approval of the Settlement.

28. Objections that were timely filed by any Settlement Class Member and which comply with the requirements of this Order, or as otherwise ordered by the Court, shall be considered by the Court at the Final Approval Hearing.

29. The following timeline summarizes some of the deadlines set by the Court:

<b>Event</b>	<b>Deadline</b>
Settlement Administrator to disseminate Notice ("Notice Date")	Thirty (30) days after entry of this Preliminary Approval Order

Deadline to file Motion for Attorneys' Fees, Costs, and Service Awards	Thirty (30) days after the Notice Date
Deadline for Class Members to Submit Objections ("Objection Deadline")	Sixty (60) days after the Notice Date
Deadline for Class Members to submit Opt-Out Requests for exclusion ("Opt-Out Deadline")	Sixty (60) days after the Notice Date
Deadline to file Motion for Final Approval of the Settlement	Fourteen (14) days prior to the Final Approval Hearing
Deadline to respond to Objections to final approval of the Settlement	Fourteen (14) days prior to the Final Approval Hearing
Final Approval Hearing	Ninety (90) days after the Notice Date or as otherwise scheduled by the Court

30. The Court recognizes that the Settlement is made in compromise of disputed claims, and that neither the Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement should be considered, used, or construed as an admission of any wrongdoing or liability by Symetra or any of the Released Parties. Neither this Order nor the Agreement are an admission as to any legal issues, wrongdoing, or liability on the part of any Party to the Agreement. Neither the terms of this Order nor the Agreement, nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or the Agreement may be admissible as evidence, introduced, cited or referred to by Plaintiffs or Symetra in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of the Agreement or by Symetra in defense of any claims brought by Plaintiffs, any members of the Settlement Class, or the Plan.

31. If the Court enters any order that is materially inconsistent with the terms of the Agreement, changes the terms of the Settlement in any material way, or any of the other conditions

or events set forth in Section 11 of the Agreement occur, Plaintiffs or Symetra (whoever is adversely affected) will have the option to terminate the Agreement and the Settlement, in which case the Agreement, including any amendments, shall be null and void, of no further force and effect, and Plaintiffs, Symetra, and the Settlement Class Members shall be restored to their respective positions existing immediately before execution of the Agreement, and all other provisions of the Agreement relating to termination shall apply.

IT IS SO ORDERED.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2026.

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HON. S. THOMAS ANDERSON  
United States District Court Judge

**EXHIBIT B-1**

United States District Court for the Western District of Tennessee  
*In re: AME Church Employee Retirement Fund Litigation*  
Case No. 1:22-md-03035-STA-jay

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

**NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

If you are a person who was a participant—or a beneficiary of a participant—in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, you may be eligible for a settlement payment and your rights may be affected.

- A Settlement has been reached between Plaintiffs and Symetra Life Insurance Company (“Symetra”) of all claims that Plaintiffs are asserting against Symetra in a class action lawsuit (the “Symetra Settlement” or “Settlement”). The lawsuit is called *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.) (the “Lawsuit”), and it is pending in the United States District Court for the Western District of Tennessee (the “Court”).
- Plaintiffs previously settled with two other Defendants in this Lawsuit: the African Methodist Episcopal Church (“AMEC” or the “Church”) and Newport Group, Inc. (“Newport”).
- In this Lawsuit, Symetra denies that it is liable or at fault in any way, that it violated any law or duty, or engaged in any wrongdoing, and the Court has not decided whether Symetra or any of the other Defendants in the Lawsuit have done anything wrong. Plaintiffs have agreed to the Symetra Settlement to avoid the costs and risks associated with continuing the Lawsuit against Symetra and to allow the Settlement Class Members to receive compensation.
- You are included in the Symetra Settlement as a Settlement Class Member if you were a participant—or a beneficiary of a participant—in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, and if you have not been named as a Defendant in the Lawsuit.
- The information provided to you in this Notice is only a summary of the Symetra Settlement. The full Symetra Settlement Agreement that has been filed with the Court contains the binding terms of the Symetra Settlement. You may find a copy of the Symetra Settlement Agreement at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com).
- **If you want to participate in and enjoy the benefits of the Symetra Settlement, then no action is required on your part.** You will be automatically included in the Settlement and will receive a settlement payment in the manner described below if the Court grants final approval of the Settlement. If you do NOT want to participate in the Symetra Settlement, then you must take action by [OPT-OUT DEADLINE], as described below.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED CLASS ACTION SETTLEMENT.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SYMETRA SETTLEMENT</b>	
<b>DO NOTHING</b>	To receive your pro-rata portion of the proceeds from the Symetra Settlement, you do not need to do anything. Your portion will be deposited into your retirement account automatically if the Court grants final approval of the Symetra Settlement and final judgment is entered on Plaintiffs’ claims against Symetra.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY “OPTING OUT”</b>	You may “opt out” of the Symetra Settlement if you do not wish to participate in the Settlement. <b>If you opt out of the Symetra Settlement, you will not receive any payment under the Settlement.</b> Opting out is the only option that allows you to pursue your own claims (in your own lawsuit) against Symetra about the legal claims in the Lawsuit. If you want to opt out of the Settlement, you must submit a signed request for exclusion (an “Opt-Out Request”) by mail to the Settlement Administrator no later than [OPT-OUT DEADLINE]. Untimely Opt-Out Requests will be rejected. See below for more detailed information on how to submit an Opt-Out Request and the effects of such a Request.
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND HEARING</b>	You may object to the Symetra Settlement if you think that the Settlement is not fair. If you want to object to the Symetra Settlement and/or request permission from the Court to speak about the Settlement at the Fairness Hearing, you should submit a written Objection to the Settlement no later than [OBJECTION DEADLINE]. See below for more detailed information on how to submit an Objection.

- **Your rights and options—and the deadlines by which you must exercise them—are explained in this Notice.**
- **Tennessee law prohibits retaliation for participating in or electing not to participate in the Symetra Settlement. Neither Symetra nor the Church will take any adverse action against or otherwise target, retaliate, or discriminate against you because of your decision to participate, not participate in, or object to the Symetra Settlement.**

**BASIC INFORMATION**

**1. Why did I get this Notice?**

The Symetra Settlement covers all persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021 (“Settlement Class Member(s)”). According to records produced in the Lawsuit, you are a Settlement Class Member.

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve that settlement. This Notice explains the Lawsuit, the Symetra Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The case is captioned *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay and is currently pending in the United States District Court for the Western District of Tennessee.

On [DATE], 2026, the Court preliminarily approved the Symetra Settlement and directed the parties to issue this Notice. The Court will hold a Final Approval Hearing (also known as a “Fairness Hearing”) on [DATE], 2026 at [TIME] in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at

James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. **The Final Approval Hearing may be continued to another date without further notice.** You are encouraged to check the website [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) for any changes to the hearing date, time, or location.

**2. What is this Lawsuit about?**

This Lawsuit was brought on behalf of participants in the African Methodist Episcopal Church Ministerial Annuity Retirement Plan (collectively, “Plaintiffs”) against (1) Symetra; (2) the “Previously-Settled Defendants”, specifically, the African Methodist Episcopal Church (“AMEC”), AMEC Department of Retirement Services, AMEC General Board, AMEC Council of Bishops, and Newport Group, Inc., and (3) the “Non-Settling Defendants”, specifically, the Estate of Dr. Jerome V. Harris, Robert Eaton, Financial Freedom Funds, LLC, Financial Freedom Group, Inc., Financial Technologies, LLC, Motorskill Ventures, Inc., Motorskill Ventures I, L.P., Motorskill Asia Ventures 1, L.P., Rodney Brown and Company, Trinity Financial Consultants, LLC, Sandra Harris, and Day and Night Solar, LLC.

The operative consolidated complaint asserts ten claims for relief: (1) breach of fiduciary duty; (2) violation of the Tennessee Uniform Trust Code; (3) negligence; (4) conversion; (5) fraudulent concealment; (6) fraudulent misrepresentation; (7) breach of contract; (8) civil conspiracy; (9) aiding and abetting breach of fiduciary duty; and (10) professional negligence. Not all of these claims are asserted against each Defendant. A copy of the complaint is available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) where you can review the allegations and specific claims asserted against each particular Defendant.

Symetra denies all of the claims asserted against it in the Lawsuit. The Symetra Settlement therefore is not an admission of any wrongdoing or liability by Symetra or an indication that any law was violated or wrong committed. The Court has not ruled on the merits of the claims asserted by Plaintiffs against Symetra in the Lawsuit. By approving the Symetra Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

**3. Why is there a Settlement at this stage of the ongoing Lawsuit?**

The Court has not decided in favor of Plaintiffs or Symetra. There was no trial. The Symetra Settlement does not indicate that the Court or a jury would decide in favor of Plaintiffs or against Symetra. Additionally, the Lawsuit remains ongoing against the Non-Settling Defendants (listed in section 2 above). However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiffs and Symetra have concluded that it is in their respective best interests to settle the claims brought by Plaintiffs against Symetra.

The Symetra Settlement was reached after a lengthy and comprehensive exchange of extensive information about and investigation into the allegations, facts, and legal arguments regarding all of the claims raised in the Lawsuit by all parties. By settling now, Plaintiffs and Symetra avoid the burden, expense, and uncertainty of continued litigation of the Plaintiffs’ claims against Symetra.

**THE TERMS OF THE SYMETRA SETTLEMENT**

**4. How much is the Symetra Settlement for?**

If the Court grants final approval of the Symetra Settlement, **Symetra will pay Forty-Four Million Four Hundred Thousand Dollars (\$44,400,000)** (referred to as the “Symetra Settlement Amount”) to resolve all actual and potential claims against Symetra and its affiliates related in any way to the allegations in the complaint. All claims against the Non-Settling Defendants are preserved and will continue to be litigated.

The Symetra Settlement Amount of \$44,400,000 will be paid in cash into the Qualified Settlement Fund within 30 days of the Court preliminarily approving the Symetra Settlement. The Qualified Settlement Fund is an

interest-bearing escrow account where the funds will be kept until they are ultimately distributed back to the Settlement Class Members' retirement accounts after the Court gives final approval of the Symetra Settlement.

Additionally, the net interest earned by the Qualified Settlement Fund prior to distribution will be distributed to the Settlement Class Members as part of the "Net Settlement Amount" (which equals the Symetra Settlement Amount plus interest earned minus any taxes on that interest, Notice and Settlement Administration Expenses, and/or awards of attorneys' fees and costs or service awards to the named Plaintiffs, as explained in the next paragraph).

Attorneys' Fees and Costs. Because this is a class action lawsuit, the attorneys representing Plaintiffs and the retirement plan participants ("Class Counsel") must seek approval from the Court for an award of attorneys' fees and costs for their time and expenses spent litigating the Lawsuit as well as for appropriate service awards for the named Plaintiffs for their time spent representing the Class and participating in the Lawsuit. Class Counsel intends to request that the Court award up to 33 and 1/3% of the Symetra Settlement Amount plus interest earned in attorneys' fees, approximately \$[AMOUNT] in costs, and \$[AMOUNT] as a service award for each named Plaintiff. Any award of attorneys' fees and costs and any service awards will be paid out of the Symetra Settlement Amount.

Class Counsel will submit their petition for attorneys' fees, costs, and service awards on [DATE] and a copy of their petition will be available on [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com). Please note that Class Counsel reserves the right to petition for an additional award of attorneys' fees and costs and for payment of appropriate service awards based on any additional recovery obtained in the future from the Non-Settling Defendants.

#### **5. How will my share of the Net Settlement Amount be calculated and distributed?**

Every Settlement Class Member who does not opt out of the Symetra Settlement (the "Settlement Class") will automatically be allocated a pro rata share of the Net Settlement Amount, which will be deposited in the Settlement Class Member's retirement account. **You do not have to submit a claim form in order to be allocated a pro-rata share of the Net Settlement Amount.**

The Net Settlement Amount will be distributed pro rata to Settlement Class Members based on the ratio of the Settlement Class Member's account balance as of June 30, 2021, to the total value of all Settlement Class Members' account balances as of June 30, 2021, accounting for any distributions taken by the Settlement Class Member between June 30, 2021, and the date those balances were retroactively calculated. The Settlement Administrator will be responsible for calculating how to allocate the Net Settlement Amount and will oversee the transfer of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

The Qualified Trust is a trust account that has been established by the AME Church to hold and operate the retirement plan that existed as of June 30, 2021 (which is different than the new retirement plan with Wespath that was established after this Lawsuit commenced). The Qualified Trust is managed and invested by the Disciplina Group LLC, an independent professional investment company and fiduciary based in Nashville, Tennessee.

The Settlement Administrator will issue any tax forms as may be required by law for all amounts paid pursuant to the Settlement. The Settlement Administrator, Symetra and its counsel, Plaintiffs and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of allocations under the Settlement.

#### **6. How much will my share of the Net Settlement Amount be?**

Your individual share of the Net Settlement Amount will be based on the methodology described above. Your individual share of the Net Settlement Amount is estimated to be \$[AMOUNT]. This amount is only an estimate,

and the actual amount you receive may be more or less than the estimated amount. No money will be allocated to you if you opt-out or the Court does not grant final approval of the Settlement.

## HOW TO GET A SHARE OF THE NET SETTLEMENT AMOUNT

### 7. How can I get my share of the Net Settlement Amount?

If you do nothing and do not opt-out of the Symetra Settlement, your pro-rata share of the Net Settlement Amount will be automatically deposited into the Qualified Trust on your behalf after the Court grants final approval of the Settlement. Then, for Settlement Class Members who are eligible to take distributions, those Settlement Class Members will be able to take distributions from the Qualified Trust of their share of the Net Settlement Amount once the Net Settlement Amount has been transferred to the Qualified Trust.

In no event shall any Settlement Class Member be entitled to a distribution of their pro-rata share of the Net Settlement Amount prior to the transfer of the Net Settlement Amount to the Qualified Trust.

In other words, you will not receive a check or cash payment for your pro-rata share of the Net Settlement Amount. Rather you will be able to take a full or partial distribution of your pro-rata share based on your individual eligibility once the Court grants final approval of the Settlement and the Net Settlement Amount is transferred to the Qualified Trust.

### 8. What am I giving up to get a share of the Net Settlement Amount?

If the Court finally approves the Symetra Settlement, the Court will enter judgment on Plaintiffs' and the Settlement Class's claims against Symetra, and the judgment and Settlement Agreement will bind all Settlement Class Members who have not timely opted out of the Settlement. Those Settlement Class Members will be barred from bringing any claims against Symetra related in any way to the allegations in the Lawsuit as described below. Specifically, you will be giving up or "releasing" the claims described below:

**Release of Claims Against Symetra:** As more fully explained in the Symetra Settlement Agreement, by operation of the Final Approval Order and Judgment, and except as to such rights as may be created by the Symetra Settlement Agreement, Plaintiffs and each of the Settlement Class Members who did not timely opt out of the Settlement and all of their agents, beneficiaries, heirs, relatives, estates, executors, administrators, successors, predecessors, assigns, insurers, trustees, attorneys, representatives, partners, and all other Persons who seek to claim through or in the name or right of any Settlement Class Member (the "Releasing Parties"), shall expressly and irrevocably release, waive, and forever discharge the Symetra Released Parties (as described below and defined in Section 9.1 of the Symetra Settlement Agreement) from any and all Claims (as defined in Section 9.1 of the Symetra Settlement Agreement), whether known or unknown, asserted or unasserted, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or relating in any way to any of the allegations, acts, inaction, facts, subject matter, transactions, statements, events, matters, occurrences, representations, failures to disclose, or omissions, involved, alleged, or referred to in the Litigation, in whole or in part, directly or indirectly (as described in more detail in Section 9.1 of the Symetra Settlement Agreement).

"Symetra Released Parties" means Symetra, Symetra Financial Corporation, and all of their respective present and former officers, directors, employees, managers, agents, attorneys, administrators, departments, business units, divisions, affiliates, successors, predecessors, subsidiaries, parent companies, insurers; and reinsurers, as defined in Section 9.1 of the Symetra Settlement Agreement. Symetra Released Parties does not include Dr. Jerome V. Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

**OPTING OUT OF THE SYMETRA SETTLEMENT**

**9. How do I exclude myself from the Symetra Settlement?**

If you do not want to participate in the Symetra Settlement, you can exclude yourself from the Settlement (that is, “opt out” of the Settlement).

To opt out and exclude yourself from the Symetra Settlement, you must mail a signed letter to the Settlement Administrator at the following address on or before [OPT-OUT DEADLINE], 2026. No Opt-Out Requests postmarked after this date will be valid.

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator  
c/o [NAME OF SETTLEMENT ADMINISTRATOR]  
[ADDRESS]

The signed letter must state your name, telephone number, current address, last four digits of your Social Security number, and the following statement that you are requesting to opt out of the Symetra Settlement:

“I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against Symetra and hereby waive any rights I may have to participate in the class settlement with Symetra in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay.”

Opt-Out Requests that do not include all required information will not be effective and will be deemed null and void.

**OBJECTING TO THE SYMETRA SETTLEMENT**

**10. How do I tell the Court that I don’t like the Symetra Settlement?**

If you don’t think that the Symetra Settlement is fair, you can object to the Settlement and tell the Court that you don’t agree with the Settlement or some part of it.

To do so, you must mail or file a written statement of objection to the United States District Court for the Western District of Tennessee, or by filing them in person at any location of the United States District Court for the Western District of Tennessee, and be filed or postmarked on or before [OBJECTION DEADLINE].

To be considered, the objection must state: (1) your full name; (2) your address; (3) the telephone number and email address where you may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses you may call to testify; (6) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (8) a statement of whether you intend to appear at the Final Approval Hearing with or without counsel; and (9) a statement as to whether the objection applies only to you, to you and a specific subset of the Class, or the entire Class.

A copy of the objection must also be delivered by hand, email, or first-class mail to Class Counsel and to Symetra’s counsel, at the mailing or email addresses listed in Section 8.3 of the Symetra Settlement Agreement, available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com).

The written statement should also include the name of this action *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay. If you intend to appear at the Final Approval Hearing and wish to speak at the hearing, you must include that in your objection. You do not have to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys' fees and costs incurred.

Your objection must be received no later than [OBJECTION DEADLINE] or you will be deemed to have waived any objections.

### THE FINAL APPROVAL HEARING

#### 11. When and where will the Court decide whether to approve the Symetra Settlement?

The Court has scheduled a final approval hearing on [DATE], 2026 at [TIME], in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. During this hearing, the Court will review the proposed Symetra Settlement and decide whether it is fair, reasonable, and adequate and whether it should be finally approved. You are welcome, but not required, to attend this hearing, whether you agree with or object to the proposed Symetra Settlement.

The date of the final approval hearing may be changed without further notice to the Class. Before attending, please confirm the date of this hearing by contacting the Settlement Administrator.

If the Court grants final approval of the Symetra Settlement, notice of final judgment will be posted on the Settlement Administrator's website [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) within seven (7) calendar days after entry of the Final Approval Order and Judgment.

### GETTING MORE INFORMATION

#### 12. Where can I get more information about the Symetra Settlement?

A complete copy of the Symetra Settlement Agreement, this Notice, and other important documents from the Lawsuit are available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com). This website will be updated periodically to update the Settlement Class Members on any developments in the case.

If you have questions about the Symetra Settlement or would like more information, you should contact the Settlement Administrator, [NAME], at:

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator  
c/o [NAME OF SETTLEMENT ADMINISTRATOR]  
[ADDRESS]

You may also contact the Class Counsel listed below:

Matthew E. Lee  
Jeremy R. Williams  
Lee Segui PLLC  
919-421-7765

**PLEASE DO NOT CONTACT THE COURT OR THE ATTORNEYS FOR SYMETRA ABOUT THIS NOTICE.**

Docusign Envelope ID: C1662DBA-1035-4C97-87C7-AA9B0BEC3CE6

Dated: DATE NOTICE WAS APPROVED

**By Order of the United States District Court for the Western District of Tennessee**

**EXHIBIT B-2**

United States District Court for the Western District of Tennessee  
*In re: AME Church Employee Retirement Fund Litigation*  
Case No. 1:22-md-03035-STA-jay

*A federal court authorized this Notice. You are not being sued. This is not a solicitation from a lawyer.*

**NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING**

If you are a person who was a participant—or a beneficiary of a participant—in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, you may be eligible for a settlement payment and your rights may be affected.

- A Settlement has been reached between Plaintiffs and Symetra Life Insurance Company (“Symetra”) of all claims that Plaintiffs are asserting against Symetra in a class action lawsuit (the “Symetra Settlement” or “Settlement”). The lawsuit is called *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay (W.D. Tenn.) (the “Lawsuit”), and it is pending in the United States District Court for the Western District of Tennessee (the “Court”).
- Plaintiffs previously settled with two other Defendants in this Lawsuit: the African Methodist Episcopal Church (“AMEC” or the “Church”) and Newport Group, Inc. (“Newport”).
- In this Lawsuit, Symetra denies that it is liable or at fault in any way, that it violated any law or duty, or engaged in any wrongdoing, and the Court has not decided whether Symetra or any of the other Defendants in the Lawsuit have done anything wrong. Plaintiffs have agreed to the Symetra Settlement to avoid the costs and risks associated with continuing the Lawsuit against Symetra and to allow the Settlement Class Members to receive compensation.
- You are included in the Symetra Settlement as a Settlement Class Member if you were a participant—or a beneficiary of a participant—in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan who was entitled to benefits as of June 30, 2021, and if you have not been named as a Defendant in the Lawsuit.
- The information provided to you in this Notice is only a summary of the Symetra Settlement. The full Symetra Settlement Agreement that has been filed with the Court contains the binding terms of the Symetra Settlement. You may find a copy of the Symetra Settlement Agreement at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com).
- **If you want to participate in and enjoy the benefits of the Symetra Settlement, then no action is required on your part.** You will be automatically included in the Settlement and will receive a settlement payment in the manner described below if the Court grants final approval of the Settlement. If you do NOT want to participate in the Symetra Settlement, then you must take action by [OPT-OUT DEADLINE], as described below.

**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED CLASS ACTION SETTLEMENT.**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THE SYMETRA SETTLEMENT</b>	
<b>DO NOTHING</b>	To receive your pro-rata portion of the proceeds from the Symetra Settlement, you do not need to do anything. Your portion will be deposited into your retirement account automatically if the Court grants final approval of the Symetra Settlement and final judgment is entered on Plaintiffs’ claims against Symetra.
<b>EXCLUDE YOURSELF FROM THE SETTLEMENT BY “OPTING OUT”</b>	You may “opt out” of the Symetra Settlement if you do not wish to participate in the Settlement. <b>If you opt out of the Symetra Settlement, you will not receive any payment under the Settlement.</b> Opting out is the only option that allows you to pursue your own claims (in your own lawsuit) against Symetra about the legal claims in the Lawsuit. If you want to opt out of the Settlement, you must submit a signed request for exclusion (an “Opt-Out Request”) by mail to the Settlement Administrator no later than [OPT-OUT DEADLINE]. Untimely Opt-Out Requests will be rejected. See below for more detailed information on how to submit an Opt-Out Request and the effects of such a Request.
<b>OBJECT TO THE SETTLEMENT AND/OR ATTEND HEARING</b>	You may object to the Symetra Settlement if you think that the Settlement is not fair. If you want to object to the Symetra Settlement and/or request permission from the Court to speak about the Settlement at the Fairness Hearing, you should submit a written Objection to the Settlement no later than [OBJECTION DEADLINE]. See below for more detailed information on how to submit an Objection.

- **Your rights and options—and the deadlines by which you must exercise them—are explained in this Notice.**
- **Tennessee law prohibits retaliation for participating in or electing not to participate in the Symetra Settlement. Neither Symetra nor the Church will take any adverse action against or otherwise target, retaliate, or discriminate against you because of your decision to participate, not participate in, or object to the Symetra Settlement.**

**BASIC INFORMATION**

**1. Why did I get this Notice?**

The Symetra Settlement covers all persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021 (“Settlement Class Member(s)”). According to records produced in the Lawsuit, you are a Settlement Class Member.

A Court authorized this Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options, before the Court decides whether to finally approve that settlement. This Notice explains the Lawsuit, the Symetra Settlement, your legal rights, the benefits that are available, who is eligible to receive them, and how to get them.

The case is captioned *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay and is currently pending in the United States District Court for the Western District of Tennessee.

On [DATE], 2026, the Court preliminarily approved the Symetra Settlement and directed the parties to issue this Notice. The Court will hold a Final Approval Hearing (also known as a “Fairness Hearing”) on [DATE], 2026 at [TIME] in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at

James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. **The Final Approval Hearing may be continued to another date without further notice.** You are encouraged to check the website [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) for any changes to the hearing date, time, or location.

**2. What is this Lawsuit about?**

This Lawsuit was brought on behalf of participants in the African Methodist Episcopal Church Ministerial Annuity Retirement Plan (collectively, “Plaintiffs”) against (1) Symetra; (2) the “Previously-Settled Defendants”, specifically, the African Methodist Episcopal Church (“AMEC”), AMEC Department of Retirement Services, AMEC General Board, AMEC Council of Bishops, and Newport Group, Inc., and (3) the “Non-Settling Defendants”, specifically, the Estate of Dr. Jerome V. Harris, Robert Eaton, Financial Freedom Funds, LLC, Financial Freedom Group, Inc., Financial Technologies, LLC, Motorskill Ventures, Inc., Motorskill Ventures I, L.P., Motorskill Asia Ventures I, L.P., Rodney Brown and Company, Trinity Financial Consultants, LLC, Sandra Harris, and Day and Night Solar, LLC.

The operative consolidated complaint asserts ten claims for relief: (1) breach of fiduciary duty; (2) violation of the Tennessee Uniform Trust Code; (3) negligence; (4) conversion; (5) fraudulent concealment; (6) fraudulent misrepresentation; (7) breach of contract; (8) civil conspiracy; (9) aiding and abetting breach of fiduciary duty; and (10) professional negligence. Not all of these claims are asserted against each Defendant. A copy of the complaint is available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) where you can review the allegations and specific claims asserted against each particular Defendant.

Symetra denies all of the claims asserted against it in the Lawsuit. The Symetra Settlement therefore is not an admission of any wrongdoing or liability by Symetra or an indication that any law was violated or wrong committed. The Court has not ruled on the merits of the claims asserted by Plaintiffs against Symetra in the Lawsuit. By approving the Symetra Settlement and issuing this Notice, the Court is not suggesting which side would win or lose this case if it went to trial.

**3. Why is there a Settlement at this stage of the ongoing Lawsuit?**

The Court has not decided in favor of Plaintiffs or Symetra. There was no trial. The Symetra Settlement does not indicate that the Court or a jury would decide in favor of Plaintiffs or against Symetra. Additionally, the Lawsuit remains ongoing against the Non-Settling Defendants (listed in section 2 above). However, to avoid additional expense, inconvenience, and risks of continued litigation, Plaintiffs and Symetra have concluded that it is in their respective best interests to settle the claims brought by Plaintiffs against Symetra.

The Symetra Settlement was reached after a lengthy and comprehensive exchange of extensive information about and investigation into the allegations, facts, and legal arguments regarding all of the claims raised in the Lawsuit by all parties. By settling now, Plaintiffs and Symetra avoid the burden, expense, and uncertainty of continued litigation of the Plaintiffs’ claims against Symetra.

**THE TERMS OF THE SYMETRA SETTLEMENT**

**4. How much is the Symetra Settlement for?**

If the Court grants final approval of the Symetra Settlement, **Symetra will pay Forty-Four Million Four Hundred Thousand Dollars (\$44,400,000)** (referred to as the “Symetra Settlement Amount”) to resolve all actual and potential claims against Symetra and its affiliates related in any way to the allegations in the complaint. All claims against the Non-Settling Defendants are preserved and will continue to be litigated.

The Symetra Settlement Amount of \$44,400,000 will be paid in cash into the Qualified Settlement Fund within 30 days of the Court preliminarily approving the Symetra Settlement. The Qualified Settlement Fund is an

interest-bearing escrow account where the funds will be kept until they are ultimately distributed back to the Settlement Class Members' retirement accounts after the Court gives final approval of the Symetra Settlement.

Additionally, the net interest earned by the Qualified Settlement Fund prior to distribution will be distributed to the Settlement Class Members as part of the "Net Settlement Amount" (which equals the Symetra Settlement Amount plus interest earned minus any taxes on that interest, Notice and Settlement Administration Expenses, and/or awards of attorneys' fees and costs or service awards to the named Plaintiffs, as explained in the next paragraph).

Attorneys' Fees and Costs. Because this is a class action lawsuit, the attorneys representing Plaintiffs and the retirement plan participants ("Class Counsel") must seek approval from the Court for an award of attorneys' fees and costs for their time and expenses spent litigating the Lawsuit as well as for appropriate service awards for the named Plaintiffs for their time spent representing the Class and participating in the Lawsuit. Class Counsel intends to request that the Court award up to 33 and 1/3% of the Symetra Settlement Amount plus interest earned in attorneys' fees, approximately \$[AMOUNT] in costs, and \$[AMOUNT] as a service award for each named Plaintiff. Any award of attorneys' fees and costs and any service awards will be paid out of the Symetra Settlement Amount.

Class Counsel will submit their petition for attorneys' fees, costs, and service awards on [DATE] and a copy of their petition will be available on [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com). Please note that Class Counsel reserves the right to petition for an additional award of attorneys' fees and costs and for payment of appropriate service awards based on any additional recovery obtained in the future from the Non-Settling Defendants.

#### **5. How will my share of the Net Settlement Amount be calculated and distributed?**

Every Settlement Class Member who does not opt out of the Symetra Settlement (the "Settlement Class") will automatically be allocated a pro rata share of the Net Settlement Amount, which will be deposited in the Settlement Class Member's retirement account. **You do not have to submit a claim form in order to be allocated a pro-rata share of the Net Settlement Amount.**

The Net Settlement Amount will be distributed pro rata to Settlement Class Members based on the ratio of the Settlement Class Member's account balance as of June 30, 2021, to the total value of all Settlement Class Members' account balances as of June 30, 2021, accounting for any distributions taken by the Settlement Class Member between June 30, 2021, and the date those balances were retroactively calculated. The Settlement Administrator will be responsible for calculating how to allocate the Net Settlement Amount and will oversee the transfer of the Net Settlement Amount from the Qualified Settlement Fund to the Qualified Trust.

The Qualified Trust is a trust account that has been established by the AME Church to hold and operate the retirement plan that existed as of June 30, 2021 (which is different than the new retirement plan with Wespath that was established after this Lawsuit commenced). The Qualified Trust is managed and invested by the Disciplina Group LLC, an independent professional investment company and fiduciary based in Nashville, Tennessee.

The Settlement Administrator will issue any tax forms as may be required by law for all amounts paid pursuant to the Settlement. The Settlement Administrator, Symetra and its counsel, Plaintiffs and Class Counsel, and the Court cannot provide you with tax advice. Accordingly, you should consult with your tax advisor concerning the tax consequences and treatment of allocations under the Settlement.

#### **6. How much will my share of the Net Settlement Amount be?**

Your individual share of the Net Settlement Amount will be based on the methodology described above. Your individual share of the Net Settlement Amount is estimated to be \$[AMOUNT]. This amount is only an estimate,

and the actual amount you receive may be more or less than the estimated amount. No money will be allocated to you if you opt-out or the Court does not grant final approval of the Settlement.

Records produced by Newport in the Lawsuit indicate that you took a distribution from your Balance in the Plan in the amount of \$[AMOUNT] after June 30, 2021, but before other distributions from the AMEC Retirement Plan were frozen. Accordingly, your estimated pro-rata share of the Net Settlement Amount is lower now than it otherwise would be had you not taken that distribution. You will receive a pro-rata share (based on your June 30, 2021 balance) of any future settlements or judgments involving the Non-Settling Defendants if and to the extent the net recovery by the Plan exceeds \$[AMOUNT]. If you have questions about this, please contact Class Counsel using the contact information noted below.

## HOW TO GET A SHARE OF THE NET SETTLEMENT AMOUNT

### 7. How can I get my share of the Net Settlement Amount?

If you do nothing and do not opt-out of the Symetra Settlement, your pro-rata share of the Net Settlement Amount will be automatically deposited into the Qualified Trust on your behalf after the Court grants final approval of the Settlement. Then, for Settlement Class Members who are eligible to take distributions, those Settlement Class Members will be able to take distributions from the Qualified Trust of their share of the Net Settlement Amount once the Net Settlement Amount has been transferred to the Qualified Trust.

In no event shall any Settlement Class Member be entitled to a distribution of their pro-rata share of the Net Settlement Amount prior to the transfer of the Net Settlement Amount to the Qualified Trust.

In other words, you will not receive a check or cash payment for your pro-rata share of the Net Settlement Amount. Rather you will be able to take a full or partial distribution of your pro-rata share based on your individual eligibility once the Court grants final approval of the Settlement and the Net Settlement Amount is transferred to the Qualified Trust.

### 8. What am I giving up to get a share of the Net Settlement Amount?

If the Court finally approves the Symetra Settlement, the Court will enter judgment on Plaintiffs' and the Settlement Class's claims against Symetra, and the judgment and Settlement Agreement will bind all Settlement Class Members who have not timely opted out of the Settlement. Those Settlement Class Members will be barred from bringing any claims against Symetra related in any way to the allegations in the Lawsuit as described below. Specifically, you will be giving up or "releasing" the claims described below:

**Release of Claims Against Symetra:** As more fully explained in the Symetra Settlement Agreement, by operation of the Final Approval Order and Judgment, and except as to such rights as may be created by the Symetra Settlement Agreement, Plaintiffs and each of the Settlement Class Members who did not timely opt out of the Settlement and all of their agents, beneficiaries, heirs, relatives, estates, executors, administrators, successors, predecessors, assigns, insurers, trustees, attorneys, representatives, partners, and all other Persons who seek to claim through or in the name or right of any Settlement Class Member (the "Releasing Parties"), shall expressly and irrevocably release, waive, and forever discharge the Symetra Released Parties (as described below and defined in Section 9.1 of the Symetra Settlement Agreement) from any and all Claims (as defined in Section 9.1 of the Symetra Settlement Agreement), whether known or unknown, asserted or unasserted, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or relating in any way to any of the allegations, acts, inaction, facts, subject matter, transactions, statements, events, matters, occurrences, representations, failures to disclose, or omissions, involved, alleged, or referred to in the Litigation, in whole or in part, directly or indirectly (as described in more detail in Section 9.1 of the Symetra Settlement Agreement).

“Symetra Released Parties” means Symetra, Symetra Financial Corporation, and all of their respective present and former officers, directors, employees, managers, agents, attorneys, administrators, departments, business units, divisions, affiliates, successors, predecessors, subsidiaries, parent companies, insurers, and reinsurers, as defined in Section 9.1 of the Symetra Settlement Agreement. Symetra Released Parties does not include Dr. Jerome V. Harris and/or his Estate or any of the other Non-Settling Defendants in this Lawsuit.

### OPTING OUT OF THE SYMETRA SETTLEMENT

#### 9. How do I exclude myself from the Symetra Settlement?

If you do not want to participate in the Symetra Settlement, you can exclude yourself from the Settlement (that is, “opt out” of the Settlement).

To opt out and exclude yourself from the Symetra Settlement, you must mail a signed letter to the Settlement Administrator at the following address on or before [OPT-OUT DEADLINE], 2026. No Opt-Out Requests postmarked after this date will be valid.

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator  
c/o [NAME OF SETTLEMENT ADMINISTRATOR]  
[ADDRESS]

The signed letter must state your name, telephone number, current address, last four digits of your Social Security number, and the following statement that you are requesting to opt out of the Symetra Settlement:

“I, [NAME], voluntarily choose not to participate in the settlement of the Class Action against Symetra and hereby waive any rights I may have to participate in the class settlement with Symetra in the federal court lawsuit entitled *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay.”

Opt-Out Requests that do not include all required information will not effective and will be deemed null and void.

### OBJECTING TO THE SYMETRA SETTLEMENT

#### 10. How do I tell the Court that I don’t like the Symetra Settlement?

If you don’t think that the Symetra Settlement is fair, you can object to the Settlement and tell the Court that you don’t agree with the Settlement or some part of it.

To do so, you must mail or file a written statement of objection to the United States District Court for the Western District of Tennessee, or by filing them in person at any location of the United States District Court for the Western District of Tennessee, and be filed or postmarked on or before [OBJECTION DEADLINE].

To be considered, the objection must state: (1) your full name; (2) your address; (3) the telephone number and email address where you may be contacted; (4) all grounds for the objection, with specificity and with factual and legal support for each stated ground; (5) the identity of any witnesses you may call to testify; (6) copies of any exhibits that you intend to introduce into evidence at the Final Approval Hearing; (7) a statement of the identity (including name, address, law firm, phone number and email) of any lawyer who will be representing you with respect to any objection; (8) a statement of whether you intend to appear at the Final Approval Hearing

with or without counsel; and (9) a statement as to whether the objection applies only to you, to you and a specific subset of the Class, or the entire Class.

A copy of the objection must also be delivered by hand, email, or first-class mail to Class Counsel and to Symetra's counsel, at the mailing or email addresses listed in Section 8.3 of the Symetra Settlement Agreement, available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com).

The written statement should also include the name of this action *In re: AME Church Employee Retirement Fund Litigation*, Case No. 1:22-md-03035-STA-jay. If you intend to appear at the Final Approval Hearing and wish to speak at the hearing, you must include that in your objection. You do not have to be represented by a lawyer to object. However, if you choose to retain a lawyer to represent you, you will be solely responsible for any attorneys' fees and costs incurred.

Your objection must be received no later than [OBJECTION DEADLINE] or you will be deemed to have waived any objections.

### THE FINAL APPROVAL HEARING

#### 11. When and where will the Court decide whether to approve the Symetra Settlement?

The Court has scheduled a final approval hearing on [DATE], 2026 at [TIME], in Courtroom 1 of the United States District Court for the Western District of Tennessee, located at James Todd Courthouse, 111 South Highland Avenue, Jackson, TN 38301. During this hearing, the Court will review the proposed Symetra Settlement and decide whether it is fair, reasonable, and adequate and whether it should be finally approved. You are welcome, but not required, to attend this hearing, whether you agree with or object to the proposed Symetra Settlement.

The date of the final approval hearing may be changed without further notice to the Class. Before attending, please confirm the date of this hearing by contacting the Settlement Administrator.

If the Court grants final approval of the Symetra Settlement, notice of final judgment will be posted on the Settlement Administrator's website [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com) within seven (7) calendar days after entry of the Final Approval Order and Judgment.

### GETTING MORE INFORMATION

#### 12. Where can I get more information about the Symetra Settlement?

A complete copy of the Symetra Settlement Agreement, this Notice, and other important documents from the Lawsuit are available at [amechurchretirementsettlement.com](http://amechurchretirementsettlement.com). This website will be updated periodically to update the Settlement Class Members on any developments in the case.

If you have questions about the Symetra Settlement or would like more information, you should contact the Settlement Administrator, [NAME], at:

In re: AME Church Employee Retirement Fund Litigation Settlement Administrator  
c/o [NAME OF SETTLEMENT ADMINISTRATOR]  
[ADDRESS]

Docusign Envelope ID: C1662DBA-1035-4C97-87C7-AA9B0BEC3CE6

You may also contact the Class Counsel listed below:

Matthew E. Lee  
Jeremy R. Williams  
Lee Segui PLLC  
919-421-7765

**PLEASE DO NOT CONTACT THE COURT OR THE ATTORNEYS FOR SYMETRA ABOUT THIS  
NOTICE.**

Dated: DATE NOTICE WAS APPROVED

**By Order of the United States District Court for the Western District of Tennessee**

**EXHIBIT C**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE  
EASTERN DIVISION**

**IN RE: AME CHURCH EMPLOYEE  
RETIREMENT FUND LITIGATION**

**MDL Docket No. 1:22-md-03035-STA-jay**

**ALL CASES**

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**FINAL APPROVAL ORDER AND JUDGMENT**

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This matter comes before the Court pursuant to Plaintiffs' Motion for Final Approval of Class Action Settlement with Defendant Symetra Life Insurance Company ("Symetra") (ECF No. \_\_\_). Having considered the Class Action Settlement Agreement (the "Agreement") previously filed with the Court (ECF No. \_\_\_) as well as the memoranda, arguments, evidence, and other papers filed in this Litigation, and having held a hearing on [DATE], after notice to the Settlement Class, the Court hereby ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:

1. Settlement Agreement. The Agreement (ECF No. \_\_\_) is incorporated by reference into this Final Approval Order and Judgment, and all capitalized terms defined in the Agreement shall have the same meanings when used in this Final Approval Order and Judgment. The Parties are hereby authorized to agree to and adopt such amendments to, and modifications and expansions of, the Agreement as (a) shall be consistent in all material respects with this Final Approval Order and Judgment and (b) do not limit the rights of Settlement Class Members; otherwise, such amendments, modifications, and expansions shall only be effective after notice to and approval of the Court.

2. Jurisdiction. The Court has personal jurisdiction over Plaintiffs, Settlement Class Members, the African Methodist Episcopal Church Ministerial Retirement Annuity Plan (the “Plan”), and Symetra. The Court has subject matter jurisdiction over this Litigation, including subject matter jurisdiction to approve the Settlement and the Agreement. Venue is proper in this Court.

3. Final Approval. The Court finds that the Settlement and the Agreement are the product of arm’s length negotiations among the Parties, who were assisted by qualified counsel and a neutral mediator. The Court finds that the Parties conducted extensive investigation and discovery with respect to the Released Claims and that the Parties’ counsel were able to reasonably evaluate their respective positions. The Court finds that the Settlement will enable the Parties to avoid additional and potentially substantial delays, risks, and litigation costs. The Court finds that the terms and provisions of the Agreement (including all exhibits thereto) are fair, reasonable, adequate, in the best interests of the Settlement Class Members, and consistent and compliant with the Federal Rules of Civil Procedure and Due Process. The Court therefore fully and finally approves in all respects the Settlement and the Agreement. The Court directs the Parties to implement and consummate the Agreement and to perform and satisfy the terms and conditions of that Agreement.

4. Settlement Class Certification. The Court hereby certifies the Settlement Class for settlement purposes only. Consistent with the definition in the Agreement, the Settlement Class is defined as:

All persons who were participants, or were those participants’ respective beneficiaries entitled to benefits, in the African Methodist Episcopal Church Ministerial Retirement Annuity Plan on June 30, 2021. Current and past Defendants are excluded from the Settlement Class.

All Settlement Class Members who did not timely and properly submit an Opt-Out Request in the manner provided in the Agreement and Preliminary Approval Order are adjudged to be Settlement Class Members, and they—together with their agents, beneficiaries, heirs, relatives, estates, executors, administrators, successors, predecessors, assigns, insurers, trustees, attorneys, representatives, partners, and all other Persons who seek to claim through or in the name or right of any of them—are now bound by the Agreement and this Final Approval Order and Judgment. The certification of this Settlement Class is for purposes of effectuating the Settlement only and shall not constitute an admission by any of the Parties that the certification of a class would have been appropriate outside of the settlement context or absent the Agreement.

5. Notice Plan. The Court finds that the Notice Plan—including the content of the Settlement Notice, the distribution of the Settlement Notice via mail and email, and the operation and content of the Settlement Website—that was provided for in the Agreement and this Court’s Preliminary Approval Order (ECF No.     ): (a) constituted the best notice practicable under the circumstances to Settlement Class Members, including individual notice to all Settlement Class Members who could be identified through reasonable effort; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Litigation, the effects of the Settlement, their right to exclude themselves from the Settlement, and their right to object to the Settlement and appear and be heard at the Final Approval Hearing; (c) was reasonable and constituted due, adequate, and sufficient notice to all persons entitled to be provided with notice; and (d) fully satisfied the requirements of Federal Rule of Civil Procedure 23, the Due Process requirements of the United States Constitution, and other applicable law. This Final Approval Order and Judgment shall be posted by Class Counsel on the Settlement Website for no less than 180 Days.

6. Class Counsel. The Court confirms the appointment of the following attorneys as Class Counsel, having found that they satisfy the requirements of Federal Rule of Civil Procedure 23, are experienced in class action litigation, and have fully and adequately represented the Plaintiffs and the Settlement Class Members in negotiating and implementing the Settlement:

<p>Matthew E. Lee <b>LEE SEGUI, PLLC</b> 421 N. Harrington St., Suite 460 Raleigh, NC 27603 855-496-7500 mlee@leesegui.com</p>	<p>Gregorio A. Francis <b>OSBORNE FRANCIS &amp; PETTIS, PLLC</b> 925 S. Federal Hwy., Ste 175 Boca Raton, FL 33432 (561) 293-2600 Fax: (561) 923-8100 gfrancis@realtoughlawyers.com</p>
<p>J. Gerard Stranch, IV <b>STRANCH, JENNINGS &amp; GARVEY, PLLC</b> 223 Rosa L. Parks Avenue, Suite 200 Nashville, Tennessee 37203 (615) 254-8801 Fax: (615) 255-5419 gstranch@stranchlaw.com</p>	<p>Kenneth S. Byrd <b>LIEFF CABRASER HEIMANN &amp; BERNSTEIN, LLP</b> 222 2nd Ave S Nashville, TN 37210 615-313-9000 Fax: 615-313-9965 kbyrd@lchb.com</p>
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7. Class Representatives. The Court finds that the Plaintiffs—Rev. Pearce Ewing; Rev. Charles R. Jackson; Presiding Elder Cedric V. Alexander; Rev. Derrell Wade; Rev. Reuben J. Boyd; Presiding Elder Phillip Russ, IV; Lynette Glenn, as Guardian of Rev. Marcius King; Rev. Matthew Ewing; Candace L. Carmichael, as Administrator of the Estate of Rev. A. Offord Carmichael, Jr.; and Rev. Diane Conley—have adequately represented the Settlement Class for purposes of entering into and implementing the Settlement, and the Court confirms their appointment as adequate class representatives.

8. Settlement Administrator. The Court confirms the appointment of Verita Global, LLC as Settlement Administrator to carry out the duties and responsibilities as set forth in the Agreement. Neither Plaintiffs nor any of the Released Parties shall be liable for any act or omission of the Settlement Administrator.

9. Release. The terms of the Agreement (including all exhibits to it) and this Final Approval Order and Judgment are forever binding on Plaintiffs, the Plan, and the Settlement Class Members. The Agreement (including all exhibits to it) and this Final Approval Order and Judgment shall have res judicata and preclusive effect in any and all pending and future lawsuits maintained by any of the Releasing Parties (whether in an individual or representative capacity) against any of the Released Parties in any proceeding of any kind in any forum in any jurisdiction. The Releasing Parties are thereby deemed to have released and forever discharged the Released Claims against the Released Parties on the merits without costs to any of the Parties. The following Release, which is also set forth in Section 9 of the Agreement, is expressly incorporated into this Final Approval Order and Judgment:

9.1 Released Claims. Upon the Effective Date, the Plaintiffs, all Settlement Class Members, and the Plan, and all of their agents, beneficiaries, heirs, relatives, estates,

executors, administrators, successors, predecessors, assigns, insurers, trustees, attorneys, representatives, partners, and all other Persons who seek to claim through or in the name or right of any of them (the “Releasing Parties”), expressly and irrevocably release, waive, and forever discharge, Symetra, Symetra Financial Corporation, and all of their respective present and former officers, directors, employees, managers, agents, attorneys, administrators, departments, business units, divisions, affiliates, successors, predecessors, subsidiaries, parent companies, insurers, and reinsurers (collectively, the “Released Parties”), from any and all claims, demands, causes of action, rights of action, suits, proceedings, actions, liabilities, damages, losses, injuries, debts, judgments, contractual rights, obligations, costs, attorneys’ fees, interest, and expenses of every kind and nature whatsoever (collectively “Claims”), whether known or unknown, asserted or unasserted, that the Releasing Parties now have, ever had, or may in the future have, arising out of, resulting from, or relating in any way to any of the allegations, acts, inaction, facts, subject matter, transactions, statements, events, matters, occurrences, representations, failures to disclose, or omissions, involved, alleged, or referred to in the Litigation, in whole or in part, directly or indirectly, including but not limited to:

- (i) any and all Claims that were asserted or could have been asserted against Symetra or the Released Parties in the Litigation by Plaintiffs, Settlement Class Members, or the Plan, for alleged damages, losses, or harm suffered by the Plan or Plan participants and beneficiaries;
- (ii) any and all Claims arising from or relating in any way to the Plan or the Plan participants or their beneficiaries, including Claims relating to the management or administration of the Plan, and Claims relating to any and all

- acts or omissions by Harris, Eaton, or AMEC;
- (iii) any and all Claims arising from or relating in any way to withdrawals, contributions, distributions, disbursements, or transfers of any kind of any funds out of or into one or more of the Symetra Contracts (including the 2001 Annuity Contract, the 2007 Annuity Contract, and 2007 and 2008 GICs);
  - (iv) any and all Claims arising from or relating in any way to any retirement plans sponsored or established by AMEC, including the 403(b) plan for Pastors and Presiding Elders and all other retirement plans existing prior to the Effective Date;
  - (v) any and all Claims arising from or relating in any way to monies deposited into or held within the Symetra Contracts;
  - (vi) any and all Claims arising from or relating in any way to interest paid under any of the Symetra Contracts, or profit earned by Symetra, if any, under any of the Symetra Contracts;
  - (vii) any and all Claims relating in any way to Plan Investments or assets of the Plan;
  - (viii) any and all Claims arising from or relating in any way to the termination of the Plan;
  - (ix) any and all Claims arising from or relating in any way to maturing or termination of any of the Symetra Contracts;
  - (x) any and all Claims arising from or relating to the sale or issuance of any of the Symetra Contracts, commissions paid on or for the Symetra Contracts, acts or omissions of Harris or Eaton, or Symetra's relationship with Eaton;

- (xi) any and all crossclaims previously asserted by the Plan in the Litigation and voluntarily dismissed by the Plan; and
- (xii) any and all Claims for attorneys' fees, costs, or expenses incurred in connection with the Litigation.

It is understood and agreed that the Claims released in this Section 9.1, Section 9.2, and Section 9.3 (collectively, "Released Claims") shall include claims of every nature whatsoever held by Plaintiffs, Settlement Class Members, or the Plan, whether based on legal or equitable grounds, and whether based on federal, state, foreign, or local law, statute, ordinance, regulation, common law, private contract, agreement or any other authority.

9.2 Unknown Claims; Assumption of Risk. Each of the Releasing Parties hereby does, and shall be deemed to, assume the risk that they may hereafter discover claims presently unknown or unsuspected, or facts in addition to or different from those which they now know or believe to be true with respect to the matters released here ("Unknown Claims"). Nevertheless, it is the intent of the Settlement to fully, finally and forever settle and release all such Unknown Claims and all claims relating thereto, which exist, hereafter may exist, or might have existed (whether or not previously or currently asserted in any action). It is expressly understood that the Released Claims will include all claims of every nature regardless of whether the claims are known at the time of the Settlement or Final Approval Order and Judgment. Each of the Releasing Parties agrees that any such additional, different, or contrary facts shall in no way limit, waive, or reduce the Release, which shall remain in full force and effect.

9.3 California Civil Code 1542 and any Counterparts from Other States. In connection with the foregoing Release, Plaintiffs, the Plan, and each Settlement Class Member shall be deemed, as of the entry of the Final Approval Order and Judgment, to have waived any and all provisions, rights, and benefits conferred by any statute, rule, and legal doctrine similar, comparable, or equivalent to California Civil Code Section 1542 (“Section 1542”), which provides that:

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

Plaintiffs, Settlement Class Members, and the Plan, on behalf of all Releasing Parties, expressly waive and relinquish any and all rights and benefits that they may have under or that may be conferred upon them by the provisions of Section 1542 or any other law of any state or territory that is similar, comparable, or equivalent to Section 1542, to the fullest extent they may lawfully waive such rights or benefits pertaining to the Released Claims. The Settlement Notice  expressly inform[ed] all Settlement Class Members of the contents and effect of Section 1542 and that the Settlement Class Members, by accepting the benefits of the Settlement,  expressly waive[d] whatever benefits they may have had pursuant to Section 1542. Plaintiffs and the Plan acknowledge, and the Releasing Parties shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged, that the foregoing waiver was expressly bargained for and is a material element of the Settlement of which the Release is a part.

9.4 Injunction. Upon the Effective Date, Plaintiffs, the Settlement Class Members, and the Plan shall be permanently barred and enjoined from filing, commencing, prosecuting, intervening in, or participating in (individually or in a representative capacity) any lawsuit, action, or proceeding in any jurisdiction against Symetra or any of the Released Parties asserting or based upon any of the Released Claims.

9.5 Rights Under the Agreement. The Released Claims do not include the Parties' rights and obligations under the Agreement.

9.6 Nothing in the Agreement, including the Bar Order, is intended to impair or adversely affect Plaintiffs' claims against any Defendant in the Litigation other than Symetra, and such claims against other Defendants are expressly reserved. Nothing in the Agreement shall impair or adversely affect Symetra's claims against the AMEC Defendants or any other Defendant in the Litigation.

9.7 The Agreement and the Release do not affect the rights of Persons in the Settlement Class who timely and properly submitted a request for exclusion and opt out of the Settlement in accordance with the Agreement.

9.8 Bar Order. As part of the consideration for the substantial Settlement Amount to be paid by Symetra pursuant to the terms of the Agreement, the Final Approval Order and Judgment entered by the Court shall contain a provision that permanently enjoins all other parties to the Litigation, including but not limited to all AMEC Defendants and cross-claim plaintiffs, from continuing, maintaining, commencing, or pursuing any and all claims, regardless of how denominated, whether asserted or unasserted, against Symetra, Symetra Financial Corporation, or the Released Parties, that are based upon, arise out of, or relate in any way, directly or indirectly, to (i) alleged damages to or losses incurred by

the Plan or Plan participants or beneficiaries, or (ii) alleged claims against Symetra in the nature of indemnity or contribution. This Bar Order is a material and essential term of the Settlement.

9.9 Covenant Not to Sue. Plaintiffs, on behalf of themselves and Settlement Class Members, covenant and agree: (i) not to file, commence, prosecute, maintain, intervene in, or participate in (as parties, class members or otherwise) any action in any jurisdiction based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; and (ii) not to organize or solicit the participation of anyone in a separate class for purposes of pursuing any action (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties. The Release and the covenants in this Section shall be a complete defense to any of the Released Claims asserted against any of the Released Parties.

9.10 Plaintiffs' Representations and Warranties. Plaintiffs, on behalf of themselves and Settlement Class Members, represent and warrant that (i) they are the sole and exclusive owners of the Released Claims; (ii) they have not assigned or otherwise transferred any interest in any Released Claims against any Released Parties; (iii) they will not assign or otherwise transfer any interest in their Released Claims; (iv) after entry of the Final Approval Order and Judgment, they will have no surviving Claims or causes of action against any of the Released Parties; and (v) they are settling and releasing all Claims that belong or could belong to the Plan or in which the Plan has any interest.

9.11 Third-Party Beneficiaries. Other than the Released Parties, who are intended third-party beneficiaries of the Agreement with the right to enforce the provisions that benefit them, including the Release, injunction, and covenant not to sue, there are no other non-parties who are third-party beneficiaries with rights under the Agreement.

10. No Admissions and Res Judicata. The Settlement and the Agreement are the result of settlement and compromise negotiations, and neither the Agreement nor any proposals, negotiations, communications, documents, or discussions relating to the Settlement shall be considered, used, or construed as an admission of any wrongdoing or liability by Symetra or any of the Released Parties, and that, to the contrary, Symetra expressly denies any wrongdoing, liability, or fault of any kind. The Agreement is inadmissible as evidence against Symetra or any other Party in the Litigation, except in an action to enforce the terms of the Agreement, and is not an admission as to any legal issues, wrongdoing, or liability on the part of any Party to the Agreement. Neither the terms of the Agreement nor any proposals, negotiations, communications, documents, or discussions preceding or related to the Settlement or the Agreement may be introduced or used in any proceedings as proof of any fact or point of law, except in a proceeding to enforce the terms of the Agreement or the Final Approval Order and Judgment, or by Symetra or a Released Party to support a defense of res judicata, collateral estoppel, release, waiver, settlement, judgment bar or reduction, full faith and credit, or other theory of claim preclusion, issue preclusion, or similar defense or counterclaim.

11. Fees, Expenses, and Service Awards. The Court has considered Class Counsel's separately filed Fee and Expense Application (ECF No. \_\_\_\_), and the Court has concluded that it is fair, reasonable, adequate, and appropriate. The Fee and Expense Application is hereby granted. Class Counsel is awarded attorneys' fees in the amount of one-third of the Settlement Amount

(including the interest accruing on the Settlement Amount prior to distribution), the final total amount to be determined as of the Effective Date, and reimbursement for their out-of-pocket expenses incurred from the inception of the case to [DATE] totaling \$[AMOUNT], which shall be paid out of the Settlement Fund. The Court awards the appointed Class Representatives service awards in the amount of \$[AMOUNT] each to compensate them for their efforts and commitment on behalf of the Settlement Class. The Released Parties shall have no responsibility or liability for any fees, costs, awards, or expenses above, beyond, or apart from the Settlement Amount.

12. Settlement Obligations. Other than as expressly set forth in the Agreement or this Final Approval Order and Judgment, neither Symetra nor any Released Party shall have any further or additional financial or other obligations related to the Released Claims or this Litigation. All Settlement Class Members and Class Counsel shall be responsible for any taxes that may be imposed as a result of their participation in the Settlement or payments received under the Settlement.

13. Termination. If the Agreement does not become final or is terminated for any reason, the certification of the Settlement Class and this Final Approval Order and Judgment shall be deemed vacated and shall have no force or effect, except that this paragraph and Paragraph 10 (No Admissions and Res Judicata) of this Final Approval Order and Judgment addressing the absence of admissions shall continue. If this Final Approval Order and Judgment is vacated, reversed, nullified, or set aside for any reason, then (a) the Released Parties shall not be deemed to have waived any of their defenses or objections, including those relating to class certification; (b) Symetra shall retain all of its objections and defenses to all claims and certification of any class for trial purposes; and (c) no person shall offer the Agreement, this Final Approval Order and Judgment, any of the filings and papers leading up to this Final Approval Order and Judgment,

or the certification of the Settlement Class for settlement purposes in this Litigation or any other action or proceeding as evidence in support of any motion to certify a class outside of the Settlement context.

14. Dismissal. All claims asserted by Plaintiffs, the Plan, and the Settlement Class against Symetra in this Litigation are hereby dismissed with prejudice and without costs to any party other than as provided for in Paragraph 11. For the avoidance of doubt, this dismissal with prejudice is binding on all Settlement Class Members who did not timely and validly submit an Opt-Out Request in accordance with the Agreement and Preliminary Approval Order.

15. Retention of Jurisdiction. Without in any way affecting the finality of this Final Approval Order and Judgment, the Court expressly reserves and retains continuing and exclusive jurisdiction as to all matters relating to the administration, consummation, enforcement, and interpretation of the Agreement, the Settlement, and this Final Approval Order and Judgment, including, without limitation, for the purposes of: (a) enforcing the terms and conditions of the Agreement and resolving any disputes, claims, or causes of action that arise out of or relate to, in whole or in part, the Agreement and/or this Final Approval Order and Judgment, including, without limitation, whether a person or entity is or is not a Settlement Class Member and whether claims or causes of action are or are not barred and/or released by this Final Approval Order and Judgment; (b) entering any additional orders as may be necessary or appropriate to ensure the fair and orderly administration of the Settlement; and (c) entering any additional orders as may be necessary to protect and effectuate the Agreement and this Final Approval Order and Judgment.

16. Final Judgment. The Court finds that there is no just reason for delay and hereby directs entry of this Final Approval Order and Judgment as a final judgment pursuant to Rule 54(b)

of the Federal Rules of Civil Procedure without award of fees or costs except as otherwise provided in the Agreement and this Final Approval Order and Judgment.

IT IS SO ORDERED, this the \_\_\_\_\_ day of \_\_\_\_\_, 2026.

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HONORABLE S. THOMAS ANDERSON  
UNITED STATES DISTRICT JUDGE

# Symetra Class Action Settlement Agreement with Exhibits - Execution Version


Final Audit Report

2026-04-09

Created:	2026-04-09
By:	Sabrina Wilson (swilson@leesegui.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_e_QBc1Ox2zteFqOWa2clsJ5IA_CNjEn

## "Symetra Class Action Settlement Agreement with Exhibits - Execution Version" History


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