

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

ELIJAH CARIMBOCAS, LINDA
DLHOPOLSKY, AND MORGAN GRANT,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

TTEC SERVICES CORPORATION, *et al.*,

Defendants.

Civil Action No. 1:22-cv-02188-CNS-STV

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (the “Settlement Agreement”) is entered into between and among the Class Representatives, all Class Members, and the Defendants.

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

1. ARTICLE 1 – DEFINITIONS

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

- 1.1. “Active Account” means an individual investment account in the Plan with a balance greater than \$0.
- 1.2. “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notice to the Class Members; (b) related tax expenses (including taxes and tax expenses as described in Section 4.3); (c) all expenses and costs associated with the distribution of funds under the Plan of Allocation, including but not limited to the fees and expenses of the Plan’s recordkeeper(s) associated with implementing the Settlement Agreement, facilitating the distribution of funds under the Plan of Allocation and gathering the data necessary

to prepare the Plan of Allocation, and performing the calculations pursuant to the Plan of Allocation; (d) all fees and expenses of the Settlement Administrator and Escrow Agent; (e) all fees of the Independent Fiduciary, not to exceed \$15,000; and (f) all costs and expenses related to the CAFA Notice, not to exceed \$1,000. Excluded from Administrative Expenses are the Settling Parties' respective legal fees and expenses. Administrative Expenses shall be paid from the Gross Settlement Amount.

- 1.3. "Alternate Payee" means a Person other than a Current Participant, Former Participant, or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a QDRO that was in effect between August 25, 2016 and the end of the Class Period.
- 1.4. "Attorneys' Fees and Costs" means the amount awarded by the Court as compensation for the services provided by Class Counsel. The amount of attorneys' fees for Class Counsel shall not exceed one-third of the Gross Settlement Amount, which shall be recovered from the Gross Settlement Amount. Class Counsel also will seek reimbursement for all litigation costs and expenses advanced and carried by Class Counsel for the duration of this Class Action, including the pre-litigation investigation period, not to exceed \$35,000, which also shall be recovered from the Gross Settlement Amount.
- 1.5. "Authorized Administrator" means any entity, other than the Recordkeeper, with appropriate administrative authority under the Plan.
- 1.6. "Beneficiary" means any individual, trust, estate, or other recipient entitled to receive death benefits payable under the Plan, on either a primary or contingent basis, other than an Alternate Payee.
- 1.7. "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711-1715.
- 1.8. "CAFA Notice" means notice of this proposed Settlement to the appropriate federal and state officials pursuant to CAFA, to be issued by Defendants, substantially in the form set forth in **Exhibit E** hereto.
- 1.9. "Case Contribution Awards" means the monetary amount awarded by the Court to each Class Representative in recognition of the Class Representative's assistance in the prosecution of this Class Action, for which Class Counsel may seek an amount not exceeding five thousand dollars (\$5,000.00) per Class Representative payable from the Gross Settlement Amount. Any such Case Contribution Award shall be subject to the approval of the Court.
- 1.10. "Class Action" or "Action" means *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV, currently pending in the United States District Court for the District of Colorado.

- 1.11. “Class Counsel” means Werman Salas P.C. and Lieff Cabraser Heimann & Bernstein, LLP.
- 1.12. “Class Members” means all individuals in the Settlement Class, including the Class Representatives.
- 1.13. “Class Period” means the period from August 25, 2016, through the date the Preliminary Approval Order is entered by the Court.
- 1.14. “Class Representatives” means Elijah Carimbocas, Linda Dlhopsky, and Morgan Grant.
- 1.15. “Complaints” means the Class Action Complaint filed on August 25, 2022, the Amended Class Action Complaint filed on May 2, 2023, and the Second Amended Class Action Complaint filed on December 22, 2023.
- 1.16. “Court” means the United States District Court for the District of Colorado.
- 1.17. “Current Participant” means a member of the Settlement Class who has an Active Account as of the date of entry of the Preliminary Approval Order.
- 1.18. “Defendants” means TTEC Services Corporation, TTEC Services Corporation Employee Benefits Committee, Edward Baldwin, K. Todd Baxter, Paul Miller, Regina Paolillo, and Emily Pastorius.
- 1.19. “Defense Counsel” means Morgan, Lewis & Bockius LLP.
- 1.20. “Escrow Agent” means the entity approved by the Settling Parties to act as escrow agent for any portion of the Gross Settlement Amount deposited in or accruing in the Qualified Settlement Fund pursuant to this Agreement.
- 1.21. “ERISA” means the Employee Retirement Income Security Act of 1974, as amended, 29 U.S.C. §§ 1001 *et seq.*
- 1.22. “Fairness Hearing” means the hearing scheduled by the Court to consider (a) any objections by Class Members to the Settlement; (b) Class Counsel’s petition for Attorneys’ Fees and Costs and Class Representatives’ Case Contribution Awards; and (c) whether to finally approve the Settlement under Fed. R. Civ. P. 23(e). The Fairness Hearing may be conducted telephonically or by videoconference.
- 1.23. “Final” means, with respect to any judicial ruling, order, or judgment, that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion

of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted Review Proceeding, the period after which the Final Approval Order becomes Final is thirty-five (35) calendar days after its entry by the Court.

- 1.24. “Final Approval Order” means the entry of the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Class Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as **Exhibit D** hereto.
- 1.25. “Former Participant” means a member of the Settlement Class who maintained a positive balance in the Plan on or after August 25, 2016, but does not have an Active Account as of the date of entry of the Preliminary Approval Order.
- 1.26. “Gross Settlement Amount” means the sum of seven hundred fifty thousand dollars (\$750,000.00), contributed to the Qualified Settlement Fund in accordance with Article 5. Defendants shall cause this amount to be paid directly by their fiduciary liability insurer. The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, the Plan, Plaintiffs, and Class Counsel made by or on behalf of Defendants in connection with the Settlement effectuated through this Settlement Agreement. Neither Defendants nor their insurer will make any additional payment in connection with the Settlement of the Class Action.
- 1.27. “Independent Fiduciary” means Gallagher Fiduciary Advisors, LLC, which has no relationship to any of the Settling Parties and will serve as an independent fiduciary to the Plan to approve and authorize the settlement of Released Claims on behalf of the Plan in accordance with Section 2.1.
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount minus (a) all Attorneys’ Fees and Costs paid to Class Counsel as authorized by the Court; (b) all Case Contribution Awards as authorized by the Court; (c) all Administrative Expenses; and (d) a contingency reserve not to exceed an amount to be mutually agreed upon by the Settling Parties that is set aside by the Settlement Administrator for (1) Administrative Expenses incurred before the Settlement Effective Date but not yet paid, (2) Administrative Expenses estimated to be incurred after the Settlement Effective Date, and (3) an amount estimated for adjustments of data or calculation errors.
- 1.29. “Person” means an individual, partnership, corporation, governmental entity, or any other form of entity or organization.
- 1.30. “Plaintiffs” means the Class Representatives.

- 1.31. “Plan” means the TTEC 401(k) Profit Sharing Plan and each of its predecessor plans or successor plans, individually and collectively, and any trust created for such plan(s).
- 1.32. “Plan of Allocation” means the method of allocating settlement funds to Class Members. A proposed form of the Plan of Allocation is attached hereto as **Exhibit B**.
- 1.33. “Preliminary Approval Order” means the order of the Court in substantially the form attached hereto as **Exhibit C**, whereby the Court preliminarily approves this Settlement.
- 1.34. “QDRO” means a Qualified Domestic Relations Order within the meaning of 26 U.S.C. § 414(p).
- 1.35. “Qualified Settlement Fund” means the interest-bearing settlement fund account to be established and maintained by the Escrow Agent in accordance with Article 5 herein and referred to as the Qualified Settlement Fund (within the meaning of Treas. Reg. § 1.468B-1).
- 1.36. “Recordkeeper” means the entity or entities that maintains electronic records of the Plan’s participants and their individual accounts.
- 1.37. “Released Claims” means any and all past, present, and future actual or potential claims (including claims for any and all losses, damages, unjust enrichment, attorneys’ fees, disgorgement, litigation costs, injunction, declaration, contribution, indemnification or any other type or nature of legal or equitable relief), actions, causes of action, demands, rights, obligations, damages and liabilities, whether arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, against the Released Parties and Defendants’ Counsel based in whole or in part on acts or failures to act during the Class Period:
- 1.37.1. That were or could have been asserted in the Complaints and/or Class Action, or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, occurrences or the conduct alleged, asserted or set forth in the Complaints, including but not limited to (a) the selection, monitoring, oversight, retention, compensation, fees, expenses, share class, or performance of the Plan’s investments, or service providers, including, without limitation, its administrative and/or recordkeeping service providers, its investment advisors, its managed accounts service providers, its auditors, or its trustees; (b) the selection, nomination, appointment, retention, monitoring, and removal of the Plan’s fiduciaries; (c) the fees, costs, or expenses charged to, paid, or reimbursed by the Plan or Plan participants; (d) the services provided to the Plan or the cost of those

services; (e) any amounts charged to participants for participant account maintenance or recordkeeping or administrative fees; (f) the use or allocation of Plan forfeitures; (g) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties or prohibited transactions under ERISA; and (h) any assertions with respect to any fiduciaries or service providers of the Plan (or the selection or monitoring of those fiduciaries or service providers) in connection with any of the foregoing; or

1.37.2. That could have been alleged or asserted in the Complaints, whether or not pled; or

1.37.3. That would be barred by *res judicata* based on entry of the Final Approval Order; or

1.37.4. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Qualified Settlement Fund to the Plan or any Class Member in accordance with the Plan of Allocation; or

1.37.5. That relate to the approval by the Independent Fiduciary of the Settlement, unless brought against the Independent Fiduciary alone.

1.37.6. In addition, the Class Representatives, Class Members and the Plan expressly waive and relinquish, to the fullest extent permitted by law, any and all provisions, rights, and benefits conferred by Section 1542 of the California Civil Code, which provides that a “general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party,” and any similar state, federal, or other law, rule, or regulation or principle of common law of any domestic governmental entity.

1.38. “Released Parties” means (a) Defendants and any of Defendants’ employees, benefit plan fiduciaries, administrators, service providers, investment advisors, and their respective affiliates or employees; (b) Defendants’ insurers, co-insurers, and reinsurers; (c) Defendants’ direct and indirect past, present, and future affiliates, parents, subsidiaries, divisions, joint ventures, predecessors, successors, Successors-In-Interest, assigns, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, or employees (including any individuals who serve or served in any of the foregoing capacities, such as members of the boards of trustees or boards of directors that are associated with any of Defendants’ past, present, and future affiliates), and each Person that controls, is controlled by, or is under common control with them; (d) for (a) through (c) above, their past, present, and future agents, officers, employees, trustees, board of directors or trustees, members of the board of directors or trustees, independent contractors, representatives, attorneys, administrators, insurers, fiduciaries, accountants, auditors, advisors, personal representatives, spouses, heirs, executors, administrators, associates, employee benefit plan

fiduciaries (with the exception of the Independent Fiduciary), employee benefit plan administrators, employee benefit plan committees and subcommittees, service providers to the Plan (including their owners and employees), members of their immediate families, consultants, subcontractors, and all persons acting under, by, through, or in concert with any of them; and (e) the Plan and the Plan's current and past fiduciaries, committees, subcommittees, administrators, plan administrators, recordkeepers, service providers, consultants, attorneys, agents, insurers, and parties-in-interest.

- 1.39. "Representatives" shall mean representatives, attorneys, agents, directors, officers, or employees.
- 1.40. "Review Proceeding" shall have the meaning set forth in Section 1.23.
- 1.41. "Settlement" means the settlement to be consummated under this Settlement Agreement and its exhibits, including any modifications or amendments adopted pursuant to Section 14.13.
- 1.42. "Settlement Administrator" means Analytics Consulting LLC, the entity selected and retained by Class Counsel. The Settlement Administrator shall be responsible for administering the Settlement and Plan of Allocation, including preparing and disseminating the CAFA Notices, sending Settlement Notices to the Class Members, and establishing the Settlement Website and telephone support line.
- 1.43. "Settlement Agreement" means this agreement embodying the terms of the Settlement, including any modifications or amendments hereto.
- 1.44. "Settlement Agreement Execution Date" means the date on which the final signature is applied to this Settlement Agreement.
- 1.45. "Settlement Class" means all persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries.
- 1.46. "Settlement Effective Date" means the date on which the Final Approval Order is Final, provided that by such date the Settlement has not been terminated in accordance with Article 12.
- 1.47. "Settlement Notice" means the Notice of Class Action Settlement and Fairness Hearing to be sent to Class Members identified by the Settlement Administrator following the Court's issuance of the Preliminary Approval Order, in substantially the form attached hereto as **Exhibit A**. The Settlement Notice shall inform Class

Members of a Fairness Hearing to be held with the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Approval Order and the Settlement Notice may be heard regarding (a) the terms of the Settlement Agreement; (b) the petition of Class Counsel for award of Attorneys' Fees and Costs; (c) payment of and reserve for Administrative Expenses; and (d) Class Representatives' Case Contribution Awards.

- 1.48. "Settlement Website" means the internet website established in accordance with Section 13.2.
- 1.49. "Settling Parties" means the Defendants and the Class Representatives, on behalf of themselves, the Plan, and each of the Class Members.
- 1.50. "Successors-In-Interest" shall mean a Person or party's estate, legal representatives, heirs, successors, or assigns, including successors or assigns that result from corporate mergers or other structural changes.
- 1.51. "TTEC" means TTEC Services Corporation and its affiliates, divisions, joint ventures, Successors-In-Interest, subsidiaries, and predecessors, including but not limited to Teletech Holdings, Inc. and Teletech Services Corporation.
- 1.52. "Transferor" means TTEC as the "transferor" within the meaning of Treas. Reg. § 1.468B-1(d)(1).

2. ARTICLE 2 –REVIEW AND APPROVAL BY INDEPENDENT FIDUCIARY, PRELIMINARY SETTLEMENT APPROVAL, AND NOTICE TO THE CLASS

- 2.1. Independent Fiduciary. The Independent Fiduciary, retained by Defendants on behalf of the Plan, shall have the following responsibilities, including determining whether to approve and authorize the settlement of Released Claims on behalf of the Plan.
 - 2.1.1. The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, "Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE 2003-39"), in making its determination.
 - 2.1.2. The Independent Fiduciary shall notify Defendants directly of its determination, in writing (with copies to Class Counsel and Defense Counsel), which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.
 - 2.1.3. All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with

the Settlement, not to exceed \$15,000, will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.

- 2.1.4. Defendants, Defense Counsel, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.
- 2.1.5. If Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, Defendants shall so inform the Independent Fiduciary within twenty-one (21) calendar days of receipt of the determination.
- 2.1.6. A copy of the Independent Fiduciary determination letter and report shall be provided to Class Counsel, who may file it with the Court in support of final approval of the Settlement.

2.2. Preliminary Approval. As soon as reasonably possible upon the full execution of this Settlement Agreement by the Settling Parties, the Class Representatives, through Class Counsel, shall file with the Court a motion seeking preliminary approval of this Settlement Agreement and for entry of the Preliminary Approval Order in substantially the form attached hereto as **Exhibit C**. Defendants will not object to this motion, provided that Class Counsel provides a draft to Defendants' Counsel at least five (5) days in advance of the filing date for their review and approval. The Preliminary Approval Order to be presented to the Court shall, among other things:

- 2.2.1. Grant the motion to certify the Settlement Class for settlement purposes only under Fed. R. Civ. P. 23(b)(1);
- 2.2.2. Approve the text of the Settlement Notice for mailing to Class Members;
- 2.2.3. Determine that under Fed. R. Civ. P. 23(c)(2), the Settlement Notice constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23, the Constitution of the United States, and any other applicable law;
- 2.2.4. Cause the Settlement Administrator to send the Settlement Notice to each Class Member identified by the Settlement Administrator based upon the data provided by the Plan's Recordkeeper thirty (30) calendar days after the entry of the Preliminary Approval Order;
- 2.2.5. Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through Representatives, or in any other capacity, commence any action or

proceeding in any court or tribunal asserting any of the Released Claims against Defendants, the Released Parties, and/or the Plan;

- 2.2.6. Set the Fairness Hearing for no sooner than one hundred forty (140) calendar days after the date the motion for entry of the Preliminary Approval Order is filed, in order to determine whether (a) the Court should approve the Settlement as fair, reasonable, and adequate; (b) the Court should enter the Final Approval Order; and (c) the Court should approve the application for Attorneys' Fees and Costs, Class Representatives' Case Contribution Awards, Administrative Expenses incurred to date, and a reserve for anticipated future Administrative Expenses;
 - 2.2.7. Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any notice of intent to participate or supporting documents must be filed or postmarked at least thirty (30) calendar days prior to the scheduled Fairness Hearing. Any Person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to participate fifteen (15) calendar days before the Fairness Hearing;
 - 2.2.8. Provide that any party may file a response to an objection by a Class Member at least seven (7) calendar days before the Fairness Hearing;
 - 2.2.9. Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court; and
 - 2.2.10. Approve the form of the CAFA Notice attached as **Exhibit E** and order that upon mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.
- 2.3. Settlement Administrator. Defendants and Defense Counsel shall use reasonable efforts to respond timely to written requests, including by email, from the Settlement Administrator for readily accessible data that is reasonably necessary to determine the feasibility of administering the Plan of Allocation or to implement the Plan of Allocation. The Settlement Administrator shall, within ten (10) calendar days following the Class Representatives' filing of the motion for preliminary approval of the Settlement Agreement, issue CAFA Notices to the Attorney General of the United States, the Secretary of the Department of Labor and the Attorneys General of all states in which Class Members reside, as specified by 28 U.S.C. § 1715. The Settlement Administrator shall provide the Settling Parties with notice in writing upon completion of the provision of CAFA notices to the above-referenced persons.

- 2.3.1. The Settlement Administrator must agree to be bound by any non-disclosure or security protocol required by the Settling Parties.
- 2.3.2. The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper solely and for no other purpose than meeting its obligations as Settlement Administrator.
- 2.3.3. At the request of the Settling Parties, the Settlement Administrator shall provide a written protocol addressing how the Settlement Administrator will maintain and store information provided to it to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information.
- 2.4. Settlement Notice. The parties agree and understand that this Fed. R. Civ. P. 23(b)(1) settlement requires only "appropriate notice to the class", not "the best notice that is practicable under the circumstances" or "individual notice to all members who can be identified through reasonable effort." By the date and in the manner set by the Court in the Preliminary Approval Order, and in lieu of solely providing notice by first-class mail, the Settlement Administrator shall, to the extent practicable, distribute the Court-approved Settlement Notice by electronic means. Mailed notice via first-class mail may be used for Class Members for whom no electronic delivery is feasible. The Settlement Notice shall be in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as **Exhibit A** or a form subsequently agreed to by the Settling Parties and approved by the Court. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time.

3. **ARTICLE 3 – FINAL SETTLEMENT APPROVAL**

- 3.1. No later than twenty-one (21) calendar days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (**Exhibit D**) in the form approved by Class Counsel and Defense Counsel, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and the Plan's governing documents:
 - 3.1.1. Approval of the Settlement of the Released Claims covered by this Settlement Agreement adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;
 - 3.1.2. A determination under Fed. R. Civ. P. 23(c)(2) that the Settlement Notice constitutes "appropriate notice to the class" and that due and sufficient

notice of the Fairness Hearing and the rights of all Class Members has been provided;

- 3.1.3. Dismissal with prejudice of the Class Action and all Released Claims asserted therein whether asserted by Class Representatives on their own behalf or on behalf of the Class Members, or on behalf of the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;
- 3.1.4. That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be: (a) conclusively deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged the Defendants, the Plan and the Released Parties from all Released Claims; and (b) barred and enjoined from suing the Defendants, the Plan or the Released Parties in any action or proceeding alleging any of the Released Claims.
- 3.1.5. That each Class Member shall release the Defendants, the Plan, the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;
- 3.1.6. That the provisions of Sections 3.1.4 and 3.1.5 shall apply even if any Class Member may thereafter discover facts in addition to or different from those that the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims, whether or not such Class Members receive a monetary benefit from the Settlement, whether or not such Class Members actually received the Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;
- 3.1.7. That all applicable CAFA requirements have been satisfied;
- 3.1.8. That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court;
- 3.1.9. That, with respect to any matters that arise concerning the implementation of distributions to Class Members who are Current Participants or Former Participants in the Plan (after allocation decisions have been made by the

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

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

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

4. ARTICLE 4 – ESTABLISHMENT OF QUALIFIED SETTLEMENT FUND

4.1. No later than ten (10) calendar days after the Preliminary Approval Order is issued, the Settlement Administrator shall establish the Qualified Settlement Fund with the Escrow Agent. The Settling Parties agree that the Qualified Settlement Fund is intended to be, and will be, an interest-bearing “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1. In addition, the Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 4.1. If applicable, the Settlement Administrator (as the “administrator” pursuant to Section 4.2) and the Transferor shall fully cooperate in filing the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) to treat the Qualified Settlement Fund as coming into existence as a “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1 as of the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to be timely made.

4.2. The “administrator” within the meaning of Treas. Reg. § 1.468B-2(k)(3) shall be the Settlement Administrator. The Settlement Administrator shall timely and properly cause to be filed on behalf of the Qualified Settlement Fund all informational and other tax returns required to be filed in accordance with Treas. Reg. §§ 1.468B-2(k) and -2(l) with respect to the Gross Settlement Amount (including, without limitation, applying for a taxpayer identification number for the Qualified Settlement Fund pursuant to Internal Revenue Service Form SS-4 and in accordance with Treas. Reg. § 1.468B-2(k)(4)). Such returns as well as any election described in Section 4.1 shall be consistent with this Article 4 and, in

all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Qualified Settlement Fund shall be deducted and paid from the Gross Settlement Amount as provided in Section 4.3.

- 4.3. Taxes and tax expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (a) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Qualified Settlement Fund, including any taxes or tax detriments that may be imposed upon Defendants with respect to any income earned by the Qualified Settlement Fund for any period during which the Qualified Settlement Fund does not qualify as a “qualified settlement fund” within the meaning of Section 468B of the Code and Treas. Reg. § 1.468B-1; and (b) all tax expenses and costs incurred in connection with the operation and implementation of this Article 4 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 4). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Settlement Administrator out of the Gross Settlement Amount without prior order from the Court. The Settlement Administrator shall ensure compliance with withholding and reporting requirements in accordance with Treas. Reg. § 1.468B-2(l) and shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to any Class Member any funds necessary to pay such amounts, including the establishment of adequate reserves for any taxes and tax expenses; neither the Released Parties, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Settlement Administrator, Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 4.
- 4.4. Within twenty-one (21) calendar days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the date the Qualified Settlement Fund is established and the Settlement Administrator (or Class Counsel) has furnished to Defendants and/or Defense Counsel in writing the Qualified Settlement Fund name, IRS W-9 Form, and all necessary payment instructions, then the Transferor and/or Defendants’ insurer shall deposit one hundred thousand dollars (\$100,000.00) into the Qualified Settlement Fund as the first installment of the Gross Settlement Amount.
- 4.5. Within fifteen (15) business days after the Settlement Effective Date, the Transferor and/or Defendants’ insurer shall deposit the remainder of the Gross Settlement Amount, which is six hundred and fifty thousand dollars (\$650,000.00), into the Qualified Settlement Fund.
- 4.6. The Settlement Administrator shall, at the written direction of Class Counsel, cause the Escrow Agent to invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the full faith and credit of the United States Government or an agency thereof, or

fully insured by the United States Government or an agency thereof, and shall cause the Escrow Agent to reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.

- 4.7. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion thereof from the Qualified Settlement Fund except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Settlement Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.
- 4.8. The Settlement Administrator shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund, and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. The Released Parties, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.
- 4.9. No later than February 15 of the year following the calendar year in which the Transferor and/or Defendants' insurer make any transfer of the Gross Settlement Amount, or any other amount, to the Qualified Settlement Fund on behalf of the Transferor pursuant to the terms of this Article 4, the Transferor shall timely furnish a statement to the Settlement Administrator that complies with Treas. Reg. § 1.468B-3(e)(2), which may be a combined statement under Treas. Reg. § 1.468B-3(e)(2)(ii), and shall attach a copy of the statement to its federal income tax return filed for the taxable year in which the Transferor and/or Defendants' insurer make a transfer on its behalf to the Qualified Settlement Fund.

5. ARTICLE 5 – PAYMENTS FROM THE QUALIFIED SETTLEMENT FUND

- 5.1. Disbursements from Qualified Settlement Fund Prior to Settlement Effective Date. Class Counsel, subject to the approval of Defendants, which approval shall not be unreasonably withheld, shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:
 - 5.1.1. Settlement Notice Expenses. After entry of the Preliminary Approval Order, the Escrow Agent shall be directed in writing to disburse from the Qualified Settlement Fund an amount sufficient for the payment of costs of the Settlement Notice. The Settlement Administrator shall enter into a confidentiality agreement and information security agreement to adequately protect information provided to the Settlement Administrator relating to the Settlement. Any costs, expenses, or fees incurred in connection with the administration of this Settlement shall be paid out of the Qualified Settlement Fund. Neither Defendants nor Defense Counsel are responsible for the Settlement Administrator's work, nor may they be held liable for any act or omission by the Settlement Administrator.

- 5.1.2. For taxes and expenses of the Qualified Settlement Fund as provided in Section 4.3.
 - 5.1.3. For fees and expenses of the Independent Fiduciary. The Escrow Agent shall be directed to disburse money from the Qualified Settlement Fund to pay the reasonable fees and expenses of the Independent Fiduciary (which shall include any attorneys' fees of the Independent Fiduciary) retained pursuant to Article 2.1, which shall not exceed \$15,000.
 - 5.1.4. For costs and expenses of the Settlement Administrator in issuing the CAFA Notices, implementing the Plan of Allocation and otherwise administering the Settlement, which shall not exceed \$1,000.
 - 5.1.5. To the extent the Transferor and/or Defendants' insurer pay any costs, fees, or expenses associated with the Settlement) before proceeds from the Qualified Settlement Fund are available for distribution, the Escrow Agent shall be directed to reimburse the Transferor and/or Defendants' insurer for such amounts.
- 5.2. Following the payment of the second installment of the Gross Settlement Amount as set forth in Section 4.5, Class Counsel shall direct the Escrow Agent to disburse money from the Qualified Settlement Fund as follows:
- 5.2.1. For Attorneys' Fees and Costs, as approved by the Court, and no later than twenty (20) business days following the Settlement Effective Date. The Court's failure to approve in part any application for Attorneys' Fees and Costs sought by Class Counsel shall not prevent the Settlement Agreement from becoming effective, nor shall it be grounds for termination of the Settlement. In the event that the Settlement Agreement does not become effective, or the judgment or the order making the fee and cost award is reversed or modified, or the Settlement Agreement is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes Final and not subject to review, and in the event that the fee and cost award has been paid to any extent, then Class Counsel with respect to the entire fee and cost award shall within thirty (30) business days from receiving notice from the Defendants' counsel or from a court of appropriate jurisdiction, refund to the Qualified Settlement Fund such fees and expenses previously paid to it from the Qualified Settlement Fund in an amount consistent with such reversal or modification. Class Counsel, as a condition of receiving such fees and costs, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this Section.

- 5.2.2. For Class Representatives' Case Contribution Awards, as approved by the Court, and no later than twenty (20) business days following the Settlement Effective Date.
- 5.2.3. For costs and expenses of the Settlement Administrator in implementing the Plan of Allocation and otherwise administering the Settlement that were not previously paid.
- 5.2.4. The Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund.
- 5.3. Implementation of the Plan of Allocation. Class Counsel shall propose to the Court a Plan of Allocation, in substantial conformity to the one attached hereto as **Exhibit B**, which shall provide for the calculation, allocation, and distribution of the Net Settlement Amount. The Settlement Administrator shall be exclusively responsible and liable for calculating the amounts payable to the Class Members pursuant to the Plan of Allocation. Upon the Settlement Effective Date, and after the amounts payable pursuant to Sections 5.1 and 5.2 have been disbursed, or, in the case of future estimated expenses set aside and withheld, Class Counsel shall direct the Escrow Agent to disburse the Net Settlement Amount as provided by this Settlement Agreement and the Plan of Allocation. The Recordkeeper or any other entity with appropriate authority under the Plan (an "Authorized Administrator") shall allocate to the Plan accounts of Class Members who are not Former Participants any Net Settlement Amount as calculated by the Settlement Administrator according to the Plan of Allocation, documentation of which Class Counsel shall direct the Settlement Administrator to provide to the Authorized Administrator pursuant to the Plan of Allocation no later than the distribution of the Net Settlement Amount. The Settlement Administrator shall also be responsible for distributing the Net Settlement Amount allocated to the Former Participants as provided by the Plan of Allocation, as well as complying with all tax laws, rules, and regulations and withholding obligations with respect to Former Participants. Defendants shall have no liability related to the structure or taxability of such payments. The Settlement Administrator shall promptly notify Class Counsel as to the date(s) and amounts(s) of said allocation(s) made to Class Members. Nothing herein shall constitute approval or disapproval of the Plan of Allocation by Defendants, and Defendants shall have no responsibility or liability for the Plan of Allocation and shall take no position for or against the Plan of Allocation.
- 5.4. The Net Settlement Amount distributed pursuant to the Plan of Allocation shall constitute "restorative payments" within the meaning of Revenue Ruling 2002-45 for all purposes. All payments to Current Participants will be made via direct deposit into their individual Plan accounts, and they will not receive a check. Class Members who are Former Participants will receive their payments by check.

- 5.5. Final List of Class Members. Prior to the disbursement of the Net Settlement Amount to the Plan, the Settlement Administrator shall provide to Defense Counsel and Class Counsel a final list of Class Members, in electronic format, to whom the Net Settlement Amount will be distributed in accordance with the Plan of Allocation. Such list shall be final, and only persons on the list or their Beneficiaries or Alternate Payees shall be eligible to receive any recovery from this Settlement.
- 5.6. After the distribution of the Net Settlement Amount and allocation of the Net Settlement Amount pursuant to the Plan of Allocation, amounts allocable to Class Members who cannot be located or otherwise cannot receive their Settlement payment shall revert to the Qualified Settlement Fund. Any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs, taxes and interest-earned on the Qualified Settlement Fund, shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the Plan's participants. Defendants shall provide an accounting of all such payments to Class Counsel upon request of Class Counsel.

6. ARTICLE 6 – ATTORNEYS' FEES AND COSTS

- 6.1. Application for Attorneys' Fees and Costs and Class Representatives' Case Contribution Awards. Class Counsel intends to seek to recover their attorneys' fees not to exceed one-third of the Gross Settlement Amount (a maximum amount of \$250,000), and litigation costs and expenses advanced and carried by Class Counsel for the duration of the Class Action, not to exceed \$35,000, which shall be recovered from the Gross Settlement Amount. Class Counsel also intends to seek Class Representatives' Case Contribution Awards, in an amount not to exceed \$5,000 each for the Class Representatives, which shall be recovered from the Gross Settlement Amount.
- 6.2. Class Counsel will file a motion for an award of Attorneys' Fees and Costs no later than twenty-one (21) calendar days before the date of the Fairness Hearing specified in the Preliminary Approval Order. Class Counsel will provide a draft to Defense Counsel five (5) days in advance of the filing deadline.

7. ARTICLE 7 – RELEASE AND COVENANT NOT TO SUE

- 7.1. As of the issuance of the Final Approval Order, the Plan (subject to Independent Fiduciary approval as required by Section 2.1) and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, fiduciaries, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties from the Released Claims, whether or not such Class Members have received or will receive a monetary benefit from the Settlement, whether or not such Class Members have actually received the Settlement Notice or read the

Settlement Notice, whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

- 7.2. As of the issuance of the Final Approval Order, the Class Representatives, the Class Members, and the Plan (subject to Independent Fiduciary approval as required by Section 2.1) expressly agree that they, acting individually or together, or in combination with others, shall not sue or seek to institute, maintain, prosecute, argue, or assert in any action or proceeding (including but not limited to an IRS determination letter proceeding, a Department of Labor proceeding, an arbitration or a proceeding before any state insurance or other department or commission), any cause of action, demand, or claim adverse to the Released Parties on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any Class Member or the Plan from cooperating with or participating in any investigation, inquiry or proceeding conducted by any federal, state or local government entity or subdivision.
- 7.3. Class Counsel, the Class Representatives, Class Members, or the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with the Defendants or the Released Parties, or the decision to release, relinquish, waive, and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement. Notwithstanding the foregoing, each Class Member and the Plan shall expressly, upon the entry of the Final Approval Order, be deemed to have, and, by operation of the Final Approval Order, shall have fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims. The Class Representatives, Class Members and the Plan acknowledge and shall be deemed by operation of the Final Approval Order to have acknowledged that the foregoing waiver was bargained for separately and is a key element of the Settlement embodied in this Settlement Agreement of which this release is a part.
- 7.4. Upon the entry of the Final Approval Order, the Class Representatives, all Class Members, and the Plan shall be conclusively deemed to, and by operation of the Final Approval Order shall, settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims pertaining specifically to Section 1542 of the California Civil Code, which provides:

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

Also, the Class Representatives, Class Members, and the Plan shall, upon entry of the Final Approval Order, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

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

8. ARTICLE 8 – COVENANTS

The Settling Parties covenant and agree as follows:

- 8.1. Taxation. Plaintiffs acknowledge that the Released Parties have no responsibility for any taxes due on funds deposited in or distributed from the Qualified Settlement Fund or that the Plaintiffs or Class Counsel receive from the Gross Settlement Amount. Plaintiffs further acknowledge that any such tax payments, and any professional, administrative, or other expenses associated with such tax payments, shall be paid out of the Qualified Settlement Fund. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.
- 8.2. Cooperation. Defendants shall cooperate with Class Counsel by using reasonable efforts to provide, to the extent reasonably accessible, information to identify Class Members and to implement the Plan of Allocation.
 - 8.2.1. Defendants or Defense Counsel shall work with the Recordkeeper(s) to provide to the Settlement Administrator and/or Class Counsel no more than five (5) business days following the filing of the Preliminary Approval Motion the names and last known email addresses of members of the Settlement Class, as compiled from reasonably accessible electronic records maintained by the Recordkeeper(s).
 - 8.2.2. Defendants or Defense Counsel may with the Recordkeeper(s) to provide to the Settlement Administrator and/or Class Counsel no more than ten (10) business days following the entry of the Preliminary Approval Order, the social security numbers of the Settlement Class members in order for the Settlement Administrator to perform a National Change of Address search to update out-of-date addresses for whom no electronic delivery is feasible or who are no longer receiving regular Plan communications.
 - 8.2.3. Defendants or Defense Counsel shall work with the Recordkeeper(s) to provide to the Settlement Administrator and/or Class Counsel at least

thirty (30) business days before the Fairness Hearing Plan participant data necessary to perform calculations pursuant to the Plan of Allocation.

- 8.2.4. With respect to the data provided in Sections 8.2.1 through 8.2.3, the Plan's Recordkeeper(s) shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Neither Plaintiffs, Class Counsel, Defendants, or Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper(s) pursuant to this Section.
- 8.2.5. The Settlement Administrator shall use the information provided by Defendants, Defense Counsel, and/or the Recordkeeper(s) pursuant to Sections 8.2.1 and 8.2.2 to compile a preliminary list of Class Members for purposes of sending the Class Notice.
- 8.2.6. Class Counsel and their agents will use any information provided by Defendants, Defense Counsel, and/or the Recordkeeper(s) pursuant to Section 8.2 solely and for no other purpose than providing notice and administering this Settlement and will take all reasonable and necessary steps as required by law to maintain the security and confidentiality of this information.
- 8.3. The Settling Parties shall reasonably cooperate with each other to effectuate this Settlement, including with respect to the Plan of Allocation, and shall not do anything or take any position inconsistent with obtaining a prompt Final Approval Order approving the Settlement unless expressly permitted by this Settlement Agreement. The Settling Parties shall suspend any and all efforts to prosecute and to defend the Class Action pending entry of the Final Approval Order or, if earlier, termination of the Settlement Agreement.

9. ARTICLE 9 – REPRESENTATION AND WARRANTIES

- 9.1. Settling Parties' Representations and Warranties. The Settling Parties, and each of them, represent and warrant as follows, and each Settling Party acknowledges that each other Settling Party is relying on these representations and warranties in entering into this Settlement Agreement:
 - 9.1.1. That they have diligently prepared the case pursuant to the Court's orders; that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations and subsequent negotiations; that in executing this Settlement Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own independently selected counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any

extent whatsoever in executing this Settlement Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Settling Party or by any Person representing any Settling Party to this Settlement Agreement. Each Settling Party assumes the risk of mistake as to facts or law. Each Settling Party further recognizes that additional evidence may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement.

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

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

10. ARTICLE 10 – NO ADMISSION OF LIABILITY

10.1. The Class Representatives, Class Counsel, and the Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants or Released Parties of any wrongdoing, fault, or liability whatsoever by any of Defendants or Released Parties, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding, and Defendants and Released Parties admit no wrongdoing or liability with respect to any of the allegations or claims in the Class Action. The Class Representatives, Class Counsel, and the Class Members agree that this Settlement Agreement, whether or not consummated, and any related negotiations or proceedings, shall not constitute admissions of any liability of any kind, whether legal or factual.

10.2. The Class Representatives, while believing that the claims brought in the Class Action have merit, have concluded that the terms of this Settlement Agreement are fair, reasonable, and adequate to the Plan, themselves, and members of the Settlement Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA litigation such as the Class Action. Neither the fact nor the terms of this Settlement Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or

proceeding to enforce this Settlement Agreement or arising out of or relating to the Final Approval Order.

11. ARTICLE 11 – CONDITIONS TO FINALITY OF SETTLEMENT

This Settlement shall be contingent upon each of the following conditions in this Article 11 being satisfied. The Settling Parties agree that if any of these conditions is not satisfied, then this Settlement Agreement is terminated (subject to Defendants' right to waive the condition set forth in Section 11.4) and the Class Action will, for all purposes with respect to the Settling Parties, revert to its status as of the Settlement Agreement Execution Date. In such event, Defendants will not be deemed to have consented to the class certification order referenced in Section 11.1, the agreements and stipulations in this Settlement Agreement concerning class definition or class certification shall not be used as evidence or argument to support a motion for class certification, and Defendants will retain all rights with respect to challenging class certification.

- 11.1. Court Approval and Class Certification for Settlement Purposes. The Court shall have certified the Settlement Class for settlement purposes only (and Defendants will not object to this certification for settlement purposes only), the Settlement shall have been approved by the Court, the Court shall have entered the Final Approval Order substantially in the form attached as **Exhibit D** hereto, and the Settlement Effective Date shall have occurred.
- 11.2. Finality of Settlement. The Settlement shall have become Final.
- 11.3. Resolution of CAFA Objections (If Any). In the event that any of the government officials who received a CAFA Notice objects to and requests modification(s) to the Settlement, Class Representatives and Class Counsel agree to cooperate and work with Defendants and Defense Counsel to overcome such objection(s) and requested modification(s). In the event such objection(s) or requested modification(s) are not overcome, Defendants shall have the right to terminate the Settlement Agreement pursuant to Article 12.
- 11.4. Settlement Authorized by Independent Fiduciary. At least thirty (30) calendar days before the Fairness Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement and given a release to all of the Released Parties in its capacity as fiduciary of the Plan for and on behalf of the Plan in accordance with PTE 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then the Settling Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate an approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan. Otherwise, Defendants shall have the option to waive this condition, in which case such option is to be exercised in writing within ten (10) business days after the Settling Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Settling Parties.

12. ARTICLE 12 – TERMINATION, CONDITIONS OF SETTLEMENT, AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION

- 12.1. The Settlement Agreement shall automatically terminate and thereby become null and void with no further force or effect if:
- 12.1.1. Under Section 2.1, (a) either the Independent Fiduciary does not approve the Settlement Agreement or disapproves the Settlement Agreement for any reason whatsoever, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the determinations required by PTE 2003-39; and (b) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39; and (c) Defendants do not exercise their option to waive this condition as provided in Section 11.4;
 - 12.1.2. The Preliminary Approval Order or the Final Approval Order is not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;
 - 12.1.3. The Settlement Class is not certified as defined herein or in a form that is otherwise agreed to by the Settling Parties;
 - 12.1.4. This Settlement Agreement is disapproved by the Court or fails to become effective and the Settling Parties do not mutually agree to modify the Settlement Agreement in order to obtain the Court's approval or otherwise effectuate the Settlement; or
 - 12.1.5. The Preliminary Order or Final Approval Order is finally reversed on appeal, or is modified on appeal, and the Settling Parties do not mutually agree to any such modifications.
- 12.2. If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, the Class Action and the Released Claims asserted by the Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants and/or Defendants' insurer(s) within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void.
- 12.3. It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards and/or modifies any of the proposed orders relating to Attorneys' Fees and Costs and/or Class Representatives' Case Contribution Awards.

13. ARTICLE 13 – CONFIDENTIALITY OF THE SETTLEMENT NEGOTIATIONS AND PERMITTED SETTLEMENT-RELATED COMMUNICATIONS

- 13.1. Except as set forth explicitly below, the Settling Parties, Class Counsel, and Defense Counsel agree to keep confidential all positions, assertions, and offers made during settlement negotiations relating to the Class Action and the Settlement Agreement, except that they may discuss the negotiations with the Class Members, the Independent Fiduciary, and the Settling Parties' auditors, tax, legal, and regulatory advisors and insurers, provided in each case that they (a) secure written agreements with such persons or entities that such information shall not be further disclosed to the extent such persons are not already bound by confidentiality obligations at least as restrictive as those in this Article 13 and which would otherwise cover the Settlement Agreement; and (b) comply with this Article 13 in all other respects.
- 13.2. The Settlement Administrator, at the direction of Class Counsel, will establish a Settlement Website on which it will post the following documents or links to the following documents following the date of the Preliminary Approval Order: the Complaints, Settlement Agreement and its Exhibits, Settlement Notice, Plaintiffs' Motion for Attorneys' Fees and Costs and Class Representative Case Contribution Awards, any Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settlement Parties. The Settlement Administrator will take down the Settlement Website no later than ninety (90) days after it sends notice to Class Counsel and Defense Counsel that it has completed all aspects of the Plan of Allocation.
- 13.3. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not at any time make (or encourage or induce others to make) any public statement regarding the Class Action or the Settlement that disparages any Released Party; provided, however, that this prohibition does not preclude Class Counsel from restating the allegations made in the Complaints for purposes of the motion for preliminary approval of the Settlement, motion for final approval of the Settlement, or the request for Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Award. This prohibition does not prohibit any Settling Party from making any statements pursuant to a valid legal process, a request by a regulatory agency, or as required by law.
- 13.4. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not issue any press release regarding the Settlement, advertise the Settlement, or affirmatively contact any media sources regarding the Settlement.
- 13.5. Defendants, Class Representatives, Class Counsel, and Defense Counsel agree that they will not publicly disclose the terms of the Settlement until after the motion for preliminary approval of the Settlement has been filed with the Court, other than as necessary to administer the Settlement, or unless such disclosure is

pursuant to a valid legal process, a request by a regulatory agency, or as otherwise required by law, government regulations, or order of the Court.

14. ARTICLE 14 – GENERAL PROVISIONS

- 14.1. The Settling Parties agree to cooperate fully with each other in seeking Court approvals of the Preliminary Approval Order and the Final Approval Order, and to undertake all tasks as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms. The Settling Parties agree to provide each other with copies of any filings necessary to effectuate this Settlement reasonably in advance of filing.
- 14.2. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of any Released Party of any wrongdoing, fault, or liability whatsoever by any Released Party, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Class Action or any other proceeding.
- 14.3. Defendants and the Released Parties admit no wrongdoing, fault, or liability with respect to any of the allegations or claims in the Class Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of any liability of any kind, whether legal or factual. Subject to Federal Rule of Evidence 408, the Settlement and the negotiations related to it are not admissible as substantive evidence, for purposes of impeachment, or for any other purpose.
- 14.4. Defendants deny all allegations of wrongdoing. Defendants believe that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan's participants, and in accordance with ERISA, including the fiduciary duty, anti-inurement and prohibited transaction provisions of ERISA.
- 14.5. Neither the Settling Parties, Class Counsel, nor Defense Counsel shall have any responsibility for or liability whatsoever with respect to (a) any act, omission, or determination of the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (b) the determination of the Independent Fiduciary; (c) the management, investment, or distribution of the Qualified Settlement Fund; (d) the Plan of Allocation as approved by the Court; (e) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (f) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (g) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for, or liability whatsoever with respect to, any act, omission, or determination of Class Counsel

in connection with the administration of the Gross Settlement Amount or otherwise.

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

jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with this Settlement Agreement. Any motion or action to enforce this Settlement Agreement—including by way of injunction—shall be filed in the U.S. District Court for the District of Colorado or asserted by way of an affirmative defense or counterclaim in response to any action asserting a violation of the Settlement Agreement.

- 14.12. Each party to this Settlement Agreement hereby acknowledges that he, she, they, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, their, or its counsel.
- 14.13. Before entry of the Preliminary Approval Order and approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Preliminary Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 14.14. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.
- 14.15. Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 14.16. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: **Exhibit A** – Notice of Class Action Settlement and Fairness Hearing; **Exhibit B** – Plan of Allocation; **Exhibit C** – Preliminary Approval Order; **Exhibit D** – Final Approval Order; and **Exhibit E** – Form of CAFA Notice.
- 14.17. No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

- 14.18. Principles of Interpretation. The following principles of interpretation apply to this Settlement Agreement:
- 14.18.1. Headings. Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Sections they caption.
 - 14.18.2. Singular and Plural. Definitions apply to the singular and plural forms of each term defined.
 - 14.18.3. Gender. Definitions apply to the masculine, feminine, non-binary, and neuter genders of each term defined.
 - 14.18.4. References to a Person. References to a Person are also to the Person's permitted successors and assigns, except as otherwise provided herein.
 - 14.18.5. Terms of Inclusion. Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but rather shall be deemed to be followed by the words "without limitation."
- 14.19. Survival. All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No Party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement Effective Date.
- 14.20. Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier or via email:

IF TO CLASS REPRESENTATIVES:

Douglas M. Werman
WERMAN SALAS P.C.
77 W. Washington St., Suite 1402
Chicago, IL 60602
Telephone: (312) 419-1008
dwerman@flsalaw.com

Daniel M. Hutchinson
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111
Telephone: 415.956.1000
dhutchinson@lchb.com

IF TO DEFENDANTS:

Deborah S. Davidson
Samuel D. Block
MORGAN, LEWIS & BOCKIUS, LLP
110 N. Wacker Drive, 28th Floor
Chicago, IL 60606-1511
Tel: (312) 324-1000
deborah.davidson@morganlewis.com
samuel.block@morganlewis.com

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

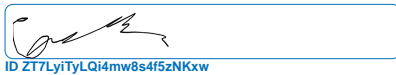
- 14.21. Entire Agreement. This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties. No representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits thereto. It specifically supersedes any settlement terms or settlement agreements relating to the Defendants that were previously agreed upon orally or in writing by any of the Settling Parties.
- 14.22. Counterparts. The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or email attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 14.23. Binding Effect. This Settlement Agreement binds and inures to the benefit of the Settling Parties hereto, their assigns, heirs, administrators, executors, and successors.
- 14.24. Destruction/Return of Confidential Information. Within thirty (30) days after the Final Approval Order, Class Representatives and Class Counsel shall make reasonable efforts to either return or destroy all documents or other materials

produced as or designated as Confidential. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter, including email attachments containing such materials, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. The Settling Parties agree that the preliminary and final lists of Class Members are deemed Confidential, and may be used only with respect to this Settlement, and no other purpose. Further, the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as Confidential pursuant to this Section.

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

Submitted this ____ day of July, 2025.

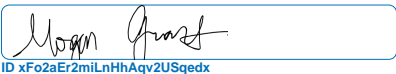
Plaintiffs, Individually and as Representatives
of the Settlement Class:


ID ZT7LyiTylQi4mw8s4f5zNKxw

Elijah Carimbocas


ID guvSphNxT2DFBfhqe7gqS3J

Linda Dlhopsky


ID xFo2aEr2miLnHhAqv2USqedx

Morgan Grant

On Behalf of Defendants

Deborah S. Davidson (she/her/hers)
Matthew A. Russell (he/him/his)
Samuel D. Block (he/him/his)
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Attorneys for Defendants

produced as or designated as Confidential. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendants in connection with the mediation or other settlement negotiations in this matter, including email attachments containing such materials, may be used only with respect to this Settlement and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. The Settling Parties agree that the preliminary and final lists of Class Members are deemed Confidential, and may be used only with respect to this Settlement, and no other purpose. Further, the Settling Parties shall have the right to continue to designate documents provided to any party in connection with this Settlement Agreement as Confidential pursuant to this Section.

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

Submitted this 1st day of August, 2025.

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

Douglas M. Werman
John J. Frawley
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Attorneys for Plaintiffs

On Behalf of Defendants



Deborah S. Davidson (she/her/hers)
Matthew A. Russell (he/him/his)
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Darren E. Nadel
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Telephone: 303.629.6200
Facsimile: 303.629.0200
dnadel@littler.com

Attorneys for Defendants

EXHIBIT A

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

If you are or were a participant in the TTEC 401(K) Profit Sharing Plan at any time from August 25, 2016 to [the date of the Preliminary Approval Order] you are a part of a class action settlement.¹

**IMPORTANT: PLEASE READ THIS NOTICE CAREFULLY
THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF
YOU ARE A CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT
YOUR RIGHTS CONCERNING THE SETTLEMENT**

***A Federal Court has authorized this Notice. You are not being sued.
This is not a solicitation from a lawyer.***

- A Settlement has been reached in a class action lawsuit against TTEC Services Corporation, TTEC Services Corporation Employee Benefits Committee, Edward Baldwin, K. Todd Baxter, Paul Miller, Regina Paolillo, and Emily Pastorius (collectively, “Defendants”), *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV (the “Action”). The Action involves whether Defendants complied with their fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”) in managing the TTEC 401(k) Profit Sharing Plan (the “Plan”) and ensuring its fees and expenses remain reasonable. Defendants deny any wrongdoing, but agreed to settle this case in part to avoid the substantial costs and uncertainties of litigation.
- You are included as a Class Member if you were a Plan participant, a Beneficiary of a deceased Person who participated in the Plan, or an Alternate Payee of a Person subject to a QDRO who participated in the Plan, at any time from August 25, 2016 through the date on which the Court authorized this Notice to the Class (the “Class Period”).
- Defendants have agreed to pay a total of \$750,000 (the “Gross Settlement Amount”) into a settlement fund. The settlement provides that Class Members are eligible to receive a pro rata share of the Net Settlement Amount, which is the amount remaining after payment of notice and administrative expenses, taxes and tax expenses, and attorneys’ fees and costs that the Court awards to Class Counsel and to Plaintiffs for representing the class. Each Class Member’s share of the Net Settlement Amount will be determined based on the Plan’s recordkeeping fees paid during each Plan Year of the Class Period (2016–2024) that are attributable to their Plan account, as calculated using the Class Member’s year-end account balance for each year as a proxy for the fees they paid. All payments to current Plan participants will be made via direct deposit into their Plan accounts. Payments to former Plan participants will be issued by check.
- The terms and conditions of the Settlement are set forth in a Class Action Settlement Agreement (“Settlement Agreement”). The Settlement Agreement and other information

¹ All capitalized terms used in this Notice, not otherwise defined herein, shall have the meanings provided in the Settlement Agreement dated [date] (the “Settlement Agreement”), which can be found at the Settlement Website **XX**.

about the Action and Settlement are available at [\[website\]](#) or by contacting Class Counsel, as described below.

- **Please read this Notice carefully. Your legal rights are affected whether you act or not.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO YOU NEED TO FILE A CLAIM?	No. If the Settlement is approved by the Court and you are a Settlement Class member entitled to a payment under the Plan of Allocation, you do not need to do anything to participate in the Settlement. All Class Members will be bound by the Settlement Agreement and will give up their rights to sue Defendants about the allegations and topics at issue in this case.
YOU CAN OBJECT BY [date]	If you wish to object to any part of this Settlement, Class Counsel's request for attorneys' fees and costs, or the proposed compensation to Plaintiffs, you may (as discussed below) write to the Court and Counsel to explain why you object.
YOU CAN ATTEND A HEARING	If you submit a written objection to the Settlement before the deadline above, you may ask to speak at a hearing in Court about the fairness of the Settlement or related matters. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing unless you notify the Court and counsel by [date] , of your intention to appear at the hearing.
IF YOU DO NOTHING...	<p>If you are a Current Participant entitled to more than \$10 in settlement proceeds, you will get a share of the Net Settlement Amount to which you are entitled as a credit to your Plan account, and will give up your rights to sue Defendants about the allegations and topics of this case.</p> <p>If you are a Former Participant entitled to more than \$10 in settlement proceeds, you will receive such payment via check, and will give up your rights to sue Defendants about the allegations and topics of this case.</p>

BASIC INFORMATION

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

A court authorized this notice to let you know about a proposed settlement of a class action lawsuit called *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV, brought on behalf of the Class Members, and pending in the United States District Court for the District of Colorado. This notice describes the Settlement. Please read this notice carefully, as it explains your rights and options—and the deadlines to exercise them. Please understand that if you are a Class Member, your legal rights are affected regardless of whether you act.

2. What is a class action lawsuit?

A class action is a lawsuit in which one or more plaintiffs sue on behalf of a large group of people who allegedly have similar claims. After the parties reached an agreement to settle this case, the Court granted preliminary approval of the Settlement and determined that the case should be treated as a class action for settlement purposes. Among other things, this preliminary approval permits Class Members to voice their support for, or opposition to, the Settlement before the Court makes a final determination of whether to approve the Settlement. Because this is a class action for settlement purposes, the Court will resolve these issues for all class members.

Plaintiffs in this Action, Elijah Carimbocas, Linda Dlhopsky, and Morgan Grant, were participants in the Plan during the Class Period and are referred to as the “Plaintiffs.” The Court has appointed them as named representatives of the Settlement Class.

THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

3. What is this Action about?

Plaintiffs filed a complaint alleging Defendants breached their fiduciary duties under ERISA—that is, certain responsibilities under federal law—in administering the Plan. Specifically, over the course of the lawsuit, Plaintiffs have claimed Defendants caused the Plan to incur unreasonable and “excessive” fees for recordkeeping services and allowed the Plan to offer certain investment options that purportedly were too expensive and/or “underperformed” available alternatives. A more complete description of what Plaintiffs alleged is in the operative Complaint, available on the Settlement Website at [XX](#). Defendants deny any wrongdoing or liability and will continue to vigorously defend the lawsuit should the Court not approve the proposed Settlement.

4. Why is there a Settlement?

The Court has not decided in favor of either side in the Action. Instead, both sides agreed to a settlement. That way, both sides can avoid the cost and risk of a trial, and the affected Current and Former Participants will get benefits that they would not have received if Plaintiffs had litigated the case and lost. The Plaintiffs and their attorneys believe the Settlement is in the best interest for the Class Members. Defendants are settling this case to avoid the expense, inconvenience, and inherent risk and disruption of litigation.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

The Court has decided that anyone who fits the following description is part of the Settlement Class:

All persons who participated in the Plan at any time during the Class Period, including any Beneficiary of a deceased Person who participated in the Plan at any time during the Class Period, and any Alternate Payee of a Person subject to a QDRO who participated in the Plan at any time during the Class Period. Excluded from the Settlement Class are Defendants and their Beneficiaries.

As noted above, the Class Period is from August 25, 2016 through the date on which the Court authorized this Notice to the Class. If you meet the definition above, then you are a Class Member and are included in the Settlement.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendants have agreed to pay a total amount of \$750,000 into an account at a financial institution identified by Class Counsel, which shall constitute the Gross Settlement Amount to be paid into the Qualified Settlement Fund. This Gross Settlement Amount includes amounts for expenses associated with administering the Settlement, taxes, tax expenses, fees incurred for an Independent Fiduciary's review of the Settlement on behalf of the Plan, as well as Court-approved Attorneys' Fees and Costs and compensation to the Plaintiffs. (*See* Questions 9 & 10.)

The Net Settlement Amount, after payment of the aforementioned costs and expenses, will be allocated to the Class Members according to the approved Plan of Allocation, if the Court enters an order finally approving the Settlement. According to the proposed Plan of Allocation, each Class Member's share of the Net Settlement Amount is based on the recordkeeping fees paid from Plan assets during each Plan Year of the Class Period (2016–2024) that are attributable to that Class Member's account. Because specific fee data for individual participants may not be available for each year, the Plan of Allocation uses each Class Member's year-end account balance for each year as a proxy for that individual's share of the Plan's fees. In general, Class Members who had higher account balances (and thus paid higher fees) during the Class Period will receive a larger allocation, while Class Members with lower balances will receive a smaller allocation.

If you are a Class Member (*see* Question 5) and you are **currently** a Plan participant, your payment will be deposited into your Plan account according to your investment elections for new contributions. If you have not made any such elections, your payment will be invested in the Plan's qualified default investment alternative.

If you are a Class Member who **previously** participated in the Plan but no longer do (or you are a Beneficiary or an Alternate Payee of such a Class Member), you will receive a payment under the Settlement in the form of a check. You do not have to submit a claim to receive such a payment.

If you are a Beneficiary entitled to receive payments on behalf of a Class member, you will receive your payment under the Settlement directly in the form of a check. If you are an Alternate Payee entitled to receive payments on behalf of a Class Member pursuant to a Qualified Domestic Relations Order, you will receive your payment of the Settlement (pursuant to the terms of your Qualified Domestic Relations Order) directly in the form of a check.

No amount will be distributed to Current or Former Participants whose pro rata share is \$10.00 or less, because such amount is *de minimis* and would cost more in processing than its value. The Plan of Allocation accounts for these individuals by reallocating these amounts among other eligible Class Members or used to offset Plan administrative costs for the benefit of the Plan. The

total amount of all checks to be written by the Settlement Administrator plus the total amount of all credits the Plan is instructed to make to Current Participants may not exceed the Net Settlement Amount.

This Settlement is non-reversionary and no portion of the Net Settlement Amount will return to Defendants. If any settlement funds remain after all distributions have been made (for example, as a result of uncashed checks), those funds will be contributed to the Plan to defray administrative expenses or otherwise benefit the Plan's participants.

HOW TO GET BENEFITS

7. How do I get a settlement payment?

Class Member do not have to submit claim forms in order to receive settlement payments. The benefits of the Settlement will be distributed automatically once the Court approves the Settlement, either to Class Members' Plan accounts (for current Plan participants) or by check (for former Plan participants, and eligible Beneficiaries and Alternate Payees). (*See* Question 6.)

8. When will I get my payment?

It is hard to say when you may receive your share of the Net Settlement Amount. However, the Settlement amounts should be distributed approximately three (3) months after the Settlement has received final approval by the Court (and/or after any appeals have been resolved in favor of the Settlement). The hearing to consider the final fairness of the Settlement is scheduled for [date]. Should there be an appeal, this can take one year or longer.

All checks will expire and become void 90 days after they are issued, if they have not been cashed.

These payments may have certain tax consequences. You should consult your tax advisor.

Please note: There will be no payments if the Settlement is terminated. The Settlement may be terminated on several grounds, described in the Settlement Agreement. In the event any of these conditions occur, there will be no Settlement payment made, and the litigation will resume.

THE LAWYERS REPRESENTING YOU

9. Who represents the Settlement Class, including me?

For purposes of the Settlement, the Court has appointed the law firms of Lieff Cabraser Heimann & Bernstein, LLP and Werman Salas P.C. as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

In addition, the Court appointed Plaintiffs Elijah Carimbocas, Linda Dlhopsky, and Morgan Grant as representatives of the Settlement Class. They are also Settlement Class members. Subject to approval by the Court, Class Counsel has proposed that \$5,000 may be paid to each Plaintiff as the Class Representatives, in recognition of time and effort they expended on behalf of the

Settlement Class (“Case Contribution Awards”). The Court will determine the proper amount of any such payment to Plaintiffs.

10. How will the lawyers be paid?

From the start of the case in August 2022 to present, Class Counsel have not received any payment for their services in prosecuting this case or obtaining a settlement, and have not have been reimbursed for out-of-pocket costs they incurred. Class Counsel will file a petition asking the Court to award Attorneys’ Fees and Costs (a copy will be posted on the Settlement Website, available at [\[website\]](#)). The Court will consider Class Counsel’s petition at the Final Fairness Hearing. Class Counsel also will apply for attorneys’ fees not to exceed one-third of the Gross Settlement Amount, plus out-of-pocket expenses incurred in prosecuting this case. The Court will decide the amount of any attorneys’ fees and costs to award to Class Counsel. Any and all attorneys’ fees and costs awarded by the Court will be paid to Class Counsel from the Gross Settlement Amount.

As noted, Class Counsel also will request that \$5,000 be paid from the Gross Settlement Amount to each of the three Plaintiffs as Case Contribution Awards, in recognition of their assistance.

YOUR RIGHTS AND OPTIONS

11. What is the effect of the Court’s final approval of the Settlement?

If the Court grants final approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Once the appeal period expires or any appeal is resolved, payments under the Settlement will then be processed and distributed. All Class Members included in the Settlement will release and forever discharge Defendants and each of the other Released Parties from any and all of Released Claims.

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

Released Claims are defined in the Settlement Agreement and include (but are not limited to) all claims that were or could have been asserted in the Action, and claims related to the Qualified Settlement Fund. This means, for example, that Settlement Class members will not have the right to sue the Released Parties for failure to prudently select and monitor the Plan's investment options or fees, for the manner in which they allocated forfeitures, or any other related matters, that occurred during the Class Period.

Please refer to Sections 1.37 and 1.38 of the Settlement Agreement for a full description of the claims and the persons that will be released upon final approval of the settlement.

If the Settlement is approved, no Class Member will be permitted to assert any Released Claims in any other litigation against the Defendants or any other Released Party.

If you object to the terms of the Settlement Agreement, you may notify the Court of your objection. (See Table on page 2 of this Notice.) If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached.

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

12. Can I opt out of the Settlement?

No. If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. You cannot exclude yourself from the Settlement, but you may notify the Court of any objection you might have to the Settlement, as described below (*see* Question 15). If the Court approves the Settlement, it will do so on behalf of a "mandatory" class under Federal Rule of Civil Procedure 23(b)(1), which does not permit class members to opt out of the Settlement Class.

13. What happens if I do nothing at all?

If you are a Settlement Class member and do nothing, you still will participate in the Settlement of the Action as described in this Notice. And you will release any claims you may have against Defendants and the other Released Parties concerning the conduct Plaintiffs allege in this Action. You may receive a payment as described in Question 8.

14. Can I sue Defendants for the same thing later?

No. If the Court approves the Settlement, you will have released any right to sue the Defendants or any Released Party for the claims being resolved by this Settlement and any and all other "Released Claims," as set forth in the Settlement Agreement. *See* Question 11 above.

15. How do I tell the Court that I object to the Settlement?

If you are a Class Member, you can object to the Settlement if you do not agree with any part of it. To object, you must file with the Court a written statement of your objection(s), specifying the reason(s) for each objection, including any legal support or evidence that you wish to bring to the Court's attention. The Court will consider your views.

The objection must be in writing and include the case name *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV (D. Colo.), and (a) your name; (b) your address; (c) a statement that you are a Class Member; (d) the specific grounds for the objection (including all arguments, citations, and evidence supporting the objection); (e) all documents or writings that you desire the Court to consider (including all copies of any documents relied upon in the objection); (f) your signature; and (g) a notice of intention to appear at the Fairness Hearing (if applicable). (If you are represented by counsel, you or your counsel must file your objection through the Court's CM/ECF system.) The Court will consider all properly filed comments from Class Members. If you wish to appear and be heard at the Fairness Hearing in addition to submitting a written objection, you or your attorney must say so in your written objection.

You must mail your objection to each of the address listed below at least thirty (30) calendar days prior to the Final Fairness Hearing. If you do not timely file an objection it will be deemed to have been waived, and you will be barred from raising the untimely objection.

[Settlement Administrator Address]

THE COURT'S FAIRNESS HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. The Final Fairness Hearing has been set for [date], at [time], at the United States District Court for the District of Colorado, at the Alfred A. Arraj United States Courthouse, 901 19th Street, Courtroom A702, Denver, Colorado, 80294.

At the hearing, the Court will hear any comments, objections, and arguments concerning the fairness of the proposed Settlement, including the amount requested by Class Counsel for Attorneys' Fees and Costs and the Plaintiffs' Case Contribution Awards. You may attend the Final Fairness Hearing. If there are objections, the Court will consider them – but you do not need to attend the Final Fairness Hearing to have the Court consider an objection.

Note: The date and time of the Final Fairness Hearing are subject to change by Court Order and may be conducted via conference call, video conference, or other remote means. You will not receive a separate notice, but any such changes will be posted on the Settlement Website, at [website].

17. Do I have to come to the hearing?

No, but you are welcome to come at your own expense. Class Counsel will answer any questions the Court may have. If you send an objection, you do not have to attend the Final Fairness Hearing to voice your objection in person. As long as you mail your written objection on time and meet the other criteria outlined above, *see* Question 15, the Court will consider it. You also may pay your own lawyer to attend the Final Fairness Hearing, but attendance is not necessary.

18. May I speak at the hearing?

Yes. You must send a letter or other paper called a “Notice of Intention to Appear at the Final Fairness Hearing in *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV (D. Colo.). Be sure to include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be filed and postmarked no later than **[15 calendar days before the Fairness Hearing]** and be sent to the Clerk of the Court, Class Counsel, and Defendants’ Counsel at the addresses listed above. If you are represented by counsel, you or your counsel must file any Notice of Intention to Appear at the Final Fairness Hearing through the Court’s CM/ECF system.

GETTING MORE INFORMATION

19. Where can I get more information?

This notice provides only a summary of matters relating to the Settlement. For more detailed information, you may wish to review the complete Settlement Agreement. That Agreement and various other related information can be found at the Settlement Website, **[website]**.

You may also obtain more information by writing to the Settlement Administrator at **[Insert mailing address and phone #]**. The Settlement Agreement and other pleadings and papers filed with the Court are also available during regular business hours at the office of the Clerk of the United States District Court for the District of Colorado, Alfred A. Arraj United States Courthouse, 901 19th Street, Denver, Colorado, 80294.

If you would like additional information, Class Counsel may be reached at the contact information in Question 15 above.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR THE DEFENDANTS
WITH QUESTIONS ABOUT THE SETTLEMENT.**

EXHIBIT B

EXHIBIT B - PLAN OF ALLOCATION

1. Definitions

"Plan Years" means each of the calendar years from 2016 through 2024, including the partial year January 1, 2025, through the Class Period end date.

"Class Member" means any individual who participated in the TTEC 401(k) Plan during the Class Period, from August 25, 2016, through the date of entry of the Preliminary Approval Order, excluding Defendants and their Beneficiaries.

"Net Settlement Amount" means the total amount remaining in the Qualified Settlement Fund after deduction of approved Attorneys' Fees and Costs, Case Contribution Awards, and Administrative Expenses.

2. Allocation Method

The Net Settlement Amount will be distributed equally to Class Members based solely on their participation status during the applicable Plan Years, reflecting the flat per-participant recordkeeping fees.

2.1 Eligibility

Each Class Member will receive a payment for each Plan Year or partial Plan Year in which they had an active 401(k) account as of the quarter-end (March 31, June 30, September 30, December 31) or year-end date, as verified by Plan records.

2.2 Equal Distribution

Each Class Member will receive the same distribution amount for each eligible quarter or year of participation, without regard to their individual account balances or contribution levels, consistent with the flat per-participant fees incurred.

3. Distribution

3.1 Minimum Distribution Threshold

Any Class Member whose calculated distribution is less than \$10.00 will not receive a payment. Such amounts will either:

- Be reallocated equally to other Class Members who will receive a distribution greater than \$10.00, or
- Be used to offset future administrative costs of the Plan, benefiting the class as a whole.

3.2 Current Participants

Payments for Current Participants (those with an active 401(k) account as of the Preliminary Approval Order date) will be directly deposited into their individual Plan accounts. These payments will be treated as restorative contributions, allowing continued tax-deferred growth.

3.3 Former Participants

Payments for Former Participants (those without an active account) will be made via check mailed to their last known address. The Settlement Administrator will attempt reasonable efforts to locate any Former Participant whose check is returned undeliverable. If the Former Participant cannot be located, those funds will revert to the Plan to offset future administrative costs.

4. Administration of the Plan of Allocation

The Settlement Administrator shall:

- Verify participation status of each Class Member for each applicable quarter-end or year-end date.
- Ensure distributions are made in accordance with the verified Plan records.
- Perform necessary reconciliations or corrections to resolve any distribution errors promptly.

5. Adjustments for Errors

The Settlement Administrator will promptly correct any identified distribution errors to ensure accurate payments to Class Members, provided sufficient funds remain available.

6. Non-Reversion

No settlement funds will revert to Defendants. Any residual or unclaimed funds will be used to offset future administrative costs of the Plan, benefiting all participants.

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

ELIJAH CARIMBOCAS, LINDA
DLHOPOLSKY, AND MORGAN GRANT,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

TTEC SERVICES CORPORATION, *et al.*,

Defendants.

Civil Action No. 1:22-cv-02188-CNS-STV

**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT, FORM AND MANNER OF
SETTLEMENT NOTICE, PLAN OF ALLOCATION, PRELIMINARILY
CERTIFYING A CLASS FOR SETTLEMENT PURPOSES, AND
SCHEDULING FAIRNESS HEARING**

This Class Action involves claims for alleged violations of the Employee Retirement Income Security Act of 1974 (“ERISA”), 29 U.S.C. §§ 1001-1461, with respect to the TTEC 401(k) Profit Sharing Plan (the “Plan”).¹ The terms of the Settlement are set out in the Settlement Agreement, fully executed as of [REDACTED], 2025, by counsel on behalf of the Class Representatives, all Class Members, and Defendants, respectively.

Pursuant to the Class Representatives’ Motion for Preliminary Approval of Class Action Settlement, Preliminary Certification of a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, Preliminarily Approving Plan of Allocation, and Scheduling a Date for a Fairness Hearing, the Court preliminarily considered the Settlement to determine, among other things, whether the Settlement is sufficient to warrant the issuance of notice to

¹ All capitalized terms not otherwise defined in this Preliminary Approval Order shall have the meaning ascribed to them in the Settlement Agreement.

members of the proposed Settlement Class. Upon reviewing the Settlement Agreement, supporting papers, and the record in this action, it is hereby **ORDERED, ADJUDGED, and DECREED** as follows:

1. **Preliminary Certification of the Settlement Class.** In accordance with the Settlement Agreement, and pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure, this Court hereby conditionally certifies the following class (“Settlement Class”):

All participants and beneficiaries of the Plan, at any time during the Class Period (August 25, 2016 through the date the Preliminary Approval Order is entered by the Court), including any Beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a participant in the Plan at any time during the Class Period. The Settlement Class shall exclude all Defendants and their Beneficiaries.

2. Pursuant to the Settlement Agreement, and for settlement purposes only, the Court preliminarily finds that:

(a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable;

(b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class;

(c) as required FED. R. CIV. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class that the Class Representatives seek to certify;

(d) as required by FED. R. CIV. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the

Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class;

(e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in the Class Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests; and

(f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

3. The Court preliminarily appoints Elijah Carimbocas, Linda Dlhopsky, and Morgan Grant as Class Representatives for the Settlement Class, and Lieff Cabraser Heimann & Bernstein, LLP as Class Counsel for the Settlement Class.

4. **Preliminary Approval of Proposed Settlement.** The Settlement Agreement is hereby preliminarily approved as fair, reasonable, and adequate. This Court preliminarily finds:

(a) The Settlement was negotiated vigorously and at arm's length by Defense Counsel on the one hand, and by Class Counsel on behalf of the Class Representatives and the Settlement Class on the other hand;

(b) The Class Representatives and Class Counsel had sufficient information to

evaluate the settlement value of the Class Action and have concluded that the Settlement is fair, reasonable, and adequate;

(c) If the Settlement had not been achieved, the Class Representatives and the Settlement Class faced the expense, risk, and uncertainty of protracted litigation;

(d) The amount of the Settlement—seven hundred fifty thousand dollars (\$750,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of litigation, trial, and appeal. The method of distributing the Net Settlement Amount is efficient, relying substantially on Defendants’ and the Plan Recordkeepers’ records, and requiring no filing of claims. The Settlement terms related to Attorneys’ Fees and Expenses, as well as Case Contribution Awards to Class Representatives, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under Fed. R. Civ. P. 23(e)(2)(C)(iv). The Gross Settlement Amount is within the range of settlement values obtained in similar cases;

(e) At all times, the Class Representatives and Class Counsel have acted independently of the Defendants and in the interest of the Settlement Class; and

(f) The proposed Plan of Allocation is fair, reasonable, and adequate.

5. **Establishment of Qualified Settlement Fund.** A common fund is agreed to by the Settling Parties in the Settlement Agreement and is hereby established and shall be known as the “Settlement Fund.” The Settlement Fund shall be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468-1(a) promulgated under Section 468B of the Internal Revenue Code. The Settlement Fund shall be funded and administered in accordance with terms of the Settlement Agreement.

Defendants shall have no withholding, reporting or tax reporting responsibilities with

regard to the Settlement Fund or its distribution, except as otherwise specifically identified in the Settlement Agreement. Moreover, Defendants shall have no liability, obligation, or responsibility for administration of the Settlement Fund or the disbursement of any monies from the Settlement Fund except for: (1) their obligation to cause the Gross Settlement Amount to be paid; and (2) their agreement to cooperate in providing information that is necessary for settlement administration set forth in the Settlement Agreement. The Settlement Administrator may make disbursements out of the Settlement Fund only in accordance with this Preliminary Approval Order or any additional Orders issued by the Court. The Settlement Fund shall expire after the Settlement Administrator distributes all of the assets of the Settlement Fund in accordance with the Settlement Agreement; provided, however, that the Settlement Fund shall not terminate until its liability for any and all government fees, fines, taxes, charges, and excises of any kind, including income taxes, and any interest, penalties or additions to such amounts, are, in the Settlement Administrator's sole discretion, finally determined and all such amounts have been paid by the Settlement Fund. The Court and the Settlement Administrator recognize that there will be tax payments, withholding and reporting requirements in connection with the administration of the Settlement Fund. The Settlement Administrator shall, in accordance with the Settlement Agreement, determine, withhold, and pay over to the appropriate taxing authorities any taxes due with respect to any distribution from the Settlement Fund and shall make and file with the appropriate taxing authorities any reports or returns due with respect to any distributions from the Settlement Fund. The Settlement Administrator also shall determine and pay any income taxes owing with respect to the income earned by the Settlement Fund. Additionally, the Settlement Administrator shall file returns and reports with the appropriate taxing authorities with respect to the payment and withholding of taxes.

The Settlement Administrator, in its discretion, may request expedited review and decision by the IRS or the applicable state or local taxing authorities with regard to the correctness of the returns filed for the Settlement Fund and shall establish reserves to assure the availability of sufficient funds to meet the obligations of the Settlement Fund itself and the Settlement Administrator as fiduciaries of the Settlement Fund. Reserves may be established for taxes on the Settlement Fund income or on distributions. The Settlement Administrator shall have all the necessary powers, and take all necessary ministerial steps, to effectuate the terms of the Settlement Agreement, including the payment of all distributions. Such powers include investing, allocating and distributing the Settlement Fund, and, in general, supervising the administration of the Settlement Agreement in accordance with its terms and this Order. The Settlement Administrator shall keep detailed and accurate accounts of all investments, receipts, disbursements and other transactions of the Settlement Fund. All accounts, books, and records relating to the Settlement Fund shall be open for reasonable inspection by such persons or entities as the Court orders. Included in the Settlement Administrator's records shall be complete information regarding actions taken with respect to the award of any payments to any person, the nature and status of any payment from the Settlement Fund, and other information that the Settlement Administrator considers relevant to showing that the Settlement Fund is being administered, and awards are being made, in accordance with the purposes of the Settlement Agreement, this Preliminary Approval Order, and any future orders that the Court may find it necessary to issue.

6. **Fairness Hearing**—A hearing is scheduled for [REDACTED], (at least one hundred forty (140) days after the date the motion for entry of the Preliminary Approval Order is filed) to make a final determination concerning, among other things:

- (a) any objections from Class Members to the Settlement or any aspects of it;
- (b) whether the Settlement merits final approval as fair, reasonable, and adequate;
- (c) whether the Class Action should be dismissed with prejudice pursuant to the terms of the Settlement;
- (d) whether Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Settlement;
- (e) whether the proposed Plan of Allocation should be granted final approval; and
- (f) whether Class Counsel's application(s) for Attorneys' Fees and Expenses and Case Contribution Awards to the Class Representatives are fair and reasonable, and whether they should be approved.

7. **Settlement Notice.** The Court approves the form of Settlement Notice attached as **Exhibit A** to the Settlement Agreement. The Court finds that such form and method(s) of provision of such notice fairly and adequately: (a) describes the terms and effects of the Settlement Agreement, the Settlement, and the Plan of Allocation; (b) notifies the Settlement Class that Class Counsel will seek attorneys' fees and litigation costs from the Settlement Fund, payment of the costs of administering the Settlement out of the Settlement Fund, and Case Contribution Awards for the Class Representatives for their service in such capacity; (c) gives notice to the Settlement Class of the time and place of the Fairness Hearing; and (d) describes how recipients of the Notice may object to any of the relief requested. The Court directs the Settlement Administrator to distribute the Settlement Notice to Class Members using a hybrid method of notice distribution as follows:

- (a) For Class Members with active Plan accounts or current contact information available electronically, the Settlement Administrator shall distribute the

Settlement Notice via email (using email addresses maintained by the Plan's current or former recordkeeper). Additionally, the Settlement Administrator shall post the Settlement Notice prominently on the dedicated Settlement Website.

- (b) For Class Members who cannot be reached via electronic delivery, the Settlement Administrator may distribute the Settlement Notice by first-class mail, postage prepaid, to the last known address identified through the Plan's records and commercially reasonable address-tracing methods.
- (c) If any Settlement Notice distributed by mail is returned undeliverable, the Settlement Administrator may use commercially reasonable efforts to locate an updated address and re-send the Settlement Notice one additional time.
- (d) The Settlement Administrator shall cause notice to be distributed and posted as described above no later than thirty (30) calendar days after entry of this Preliminary Approval Order.

8. **Settlement Administrator.** The Court hereby approves the appointment of [REDACTED] as the Settlement Administrator for the Settlement. The Court directs that the Settlement Administrator shall:

- (a) By no later than [REDACTED] (thirty (30) days after entry of this Preliminary Approval Order), cause the Settlement Notice, with such non-substantive modifications thereto as may be agreed upon by the Parties, to be provided to each member of the Settlement Class who can be identified through reasonable efforts.
- (b) The Settlement Administrator may use commercially reasonable efforts to

locate any Class Member whose Settlement Notice is returned and re-send such documents one additional time.

- (c) As soon as practicable, but by no later than [REDACTED] (thirty (30) days after entry of this Preliminary Approval Order), cause the Settlement Notice to be published on the website identified in the Settlement Notice, which will also host and make available copies of all Settlement-related documents, including the Settlement Agreement.
- (d) The Settlement Administrator shall use the data provided by Defendants and the Plan's Recordkeeper(s) solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose.
- (e) The Court finds that the contents of the Settlement Notice and the process described herein and in the Settlement Agreement are "appropriate notice to the class" and satisfy the requirements of Rule 23(c) and Due Process.

9. Petition for Attorneys' Fees, Litigation Costs and Case Contribution Award.

Any petition by Class Counsel for attorneys' fees, litigation costs, and Case Contribution Awards to the Class Representatives, and all briefs and other documents in support thereof, shall be filed no later than [REDACTED] (twenty-one (21) days before the date of the Fairness Hearing specified in this Preliminary Approval Order).

10. Briefs in Support of Final Approval of the Settlement. Briefs and other documents in support of final approval of the Settlement shall be filed no later than [REDACTED] (twenty-one (21) days before the date of the Fairness Hearing specified in this Preliminary Approval Order).

11. Objections to Settlement. Any member of the Settlement Class or authorized

recipient of any CAFA Notice may file an objection to the fairness, reasonableness, or adequacy of the Settlement, to any term of the Settlement Agreement, to the Plan of Allocation, to the proposed award of attorneys' fees and litigation costs, to the payment of costs of administering the Settlement out of the Qualified Settlement Fund, or to the request for Case Contribution Awards for the Class Representatives. An objection must include: (a) the full name, address, email address and telephone number of the objector; (b) a written statement of his, her, their, or its objection(s), specifying the reason(s), if any, for each such objection made, including any legal support and/or evidence that the objector wishes to bring to the Court's attention or introduce in support of the objection(s) and whether the objection is on behalf of the objector only, a portion of the Settlement Class, or the Settlement Class as a whole; (c) copies of any papers, briefs, or other documents upon which the objection is based; (d) a list of all persons, if any, who will be called to testify in support of the objection; (e) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the previous five years; and (f) the objector's signature, even if represented by counsel. The address for filing objections with the Court is as follows:

Clerk of Court
U.S. District Court for the District of Colorado
Alfred A. Arraj United States Courthouse
901 19th Street
Denver, CO 80294
Re: *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV (D. Colo.)

The objector or his, her, their, or its counsel (if any) must file or postmark the objection(s) and supporting materials with the Court and provide a copy of the objection(s) and supporting materials to the Settlement Administrator at the addresses in the Settlement Notice no later than [REDACTED] (thirty (30) days before the date of the Fairness Hearing specified in

this Order). If an objector hires an attorney to represent him, her, them, or it for the purposes of making an objection pursuant to this paragraph, the attorney must also file a notice of appearance with the Court no later than [REDACTED] (fifteen (15) days before the date of the Fairness Hearing specified in this Preliminary Approval Order). Any member of the Settlement Class or other person who does not timely file a written objection complying with the terms of this paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred. Any responses to objections shall be filed with the Court no later than [REDACTED] (seven (7) days before the date of the Fairness Hearing specified in this Preliminary Approval Order). There shall be no reply briefs.

12. Any additional briefs the Settling Parties may wish to file in support of the Settlement shall be filed no later than [REDACTED] (seven (7) days before the date of the Fairness Hearing specified in this Preliminary Approval Order).

13. **Participation in Final Approval Hearing.** Any objector who files a timely, written objection in accordance with Paragraph 11 above may also participate in the Fairness Hearing either in person or through qualified counsel retained at the objector's expense. Objectors or their attorneys intending to participate in the Fairness Hearing must file a notice of intention to participate and, if applicable, the name, address, and telephone number of the objector's attorney, with the Court by no later than [REDACTED] (fifteen (15) days before the date of the Fairness Hearing specified in this Preliminary Approval Order). Any objectors, or their counsel, who do not timely file a notice of intention to participate in accordance with this paragraph shall not be permitted to speak at the Fairness Hearing, except for good cause shown.

14. **Notice Expenses.** The expenses of printing, mailing, and publishing the Settlement Notice required herein shall be paid exclusively from the Settlement Fund.

15. **Parallel Proceedings.** Pending final determination of whether the Settlement Agreement should be approved, the Class Representatives, every Class Member, and the Plan are prohibited and enjoined from directly, through representatives, or in any other capacity, commencing any action or proceeding in any court or tribunal asserting any of the Released Claims against the Released Parties.

16. **Class Action Fairness Act Notice.** The Court approves the form of notice under the Class Action Fairness Act of 2005 (“CAFA”) submitted as **Exhibit E** to the Settlement Agreement and orders that upon the Settlement Administrator’s mailing of the CAFA Notices, Defendants shall have fulfilled their obligations under CAFA.

17. **Continuance of Final Approval Hearing.** The Court reserves the right to continue the Fairness Hearing without further written notice to the Class Members and the right to schedule the hearing to occur by telephone or video conference.

SO ORDERED this _____ day of _____, 2025.

Hon. Charlotte N. Sweeney
United States District Judge

EXHIBIT D

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

ELIJAH CARIMBOCAS, LINDA
DLHOPOLSKY, AND MORGAN GRANT,
on behalf of themselves and others similarly
situated,

Plaintiffs,

v.

TTEC SERVICES CORPORATION, *et al.*,

Defendants.

Civil Action No. 1:22-cv-02188-CNS-STV

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This class action came before the Court for a hearing on [REDACTED] to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court's Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, and Setting Date for a Fairness Hearing. Due notice having been given and the Court having been fully advised in the premises, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

Except as otherwise defined herein, all capitalized terms used in this Final Approval Order and Judgment shall have the same meanings as ascribed to them in the Settlement Agreement executed by counsel on behalf of the Class Representatives, all Class Members, and Defendants, respectively.

1. The Court has jurisdiction over the subject matter of the Class Action and over all Settling Parties, including all members of the Settlement Class.

2. For the sole purpose of settling and resolving the Class Action, the Court certifies the Class Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil

Procedure. The Settlement Class is defined as:

All participants and beneficiaries of the Plan, at any time during the Class Period (August 25, 2016 through the date the Preliminary Approval Order was entered by the Court), including any Beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who was a participant in the Plan at any time during the Class Period. The Settlement Class shall exclude all Defendants and their Beneficiaries.

3. The Court finds for the sole purpose of settling and resolving the Class Action that:

(a) as required by FED. R. CIV. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.

(b) as required by FED. R. CIV. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

(c) as required by FED. R. CIV. P. 23(a)(3), the claims of the Class Representatives are typical of the claims of the Settlement Class that the Class Representatives seek to certify.

(d) as required by FED. R. CIV. P. 23(a)(4), the Class Representatives will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Class Representatives and the nature of the alleged claims are consistent with those of the Settlement Class members; and (ii) there appear to be no conflicts between or among the Class Representatives and the Settlement Class.

(e) as required by FED. R. CIV. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible

standards of conduct for the parties opposing the claims asserted in this Class Action; or

(ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

(f) as required by FED. R. CIV. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Class Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

4. The Court hereby appoints Elijah Carimbocas, Linda Dlhopsky, and Morgan Grant as Class Representatives for the Settlement Class, and Lieff Cabraser Heimann & Bernstein, LLP as Class Counsel for the Settlement Class.

5. The Court hereby finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, Class Counsel's application for Attorneys' Fees and Expenses and for the Case Contribution Awards to the Class Representatives, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order. *See* ECF No. [REDACTED]. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through the dedicated Settlement Website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Order, and included sufficient information regarding the procedure for the making of objections. Such notice constitutes the appropriate notice to the class and fully satisfies the requirements of FED. R. CIV. P. 23 and the requirements of due process.

6. The Court hereby approves the Settlement and hereby orders that the Settlement shall be consummated and implemented in accordance with its terms and conditions.

7. Pursuant to FED. R. CIV. P. 23(e), the Court finds that the Settlement embodied in the Settlement Agreement is fair, reasonable, and adequate to the Plan and the Settlement Class, and more particularly finds that:

(a) The Settlement was negotiated vigorously and at arm's length by Defense Counsel on the one hand, and by Class Counsel on behalf of the Class Representatives and the Settlement Class, on the other hand;

(b) Class Representatives and Defendants had sufficient information to evaluate the settlement value of the Class Action;

(c) If the Settlement had not been achieved, Class Representatives and the Settlement Class faced the expense, risk, and uncertainty of extended litigation;

(d) The Gross Settlement Amount—seven hundred fifty thousand dollars (\$750,000.00)—is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Net Settlement Amount is efficient and requires no filing of claims. The Settlement terms related to attorneys' fees and expenses, and Case Contribution Awards to Class Representatives, do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under FED. R. CIV. P. 23(e)(2)(C)(iv). The Gross Settlement Amount is within the range of settlement values obtained in similar cases;

(e) At all times, the Class Representatives and Class Counsel have acted independently of Defendants and in the interest of the Settlement Class; and

(f) The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

8. The Plan of Allocation is finally approved as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Settlement Amount in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court.

9. All requirements of the Class Action Fairness Act, 28 U.S.C. §§ 1711, *et seq.*, have been met.

10. The releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Article 7 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Class Representatives and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), on their own behalf and on behalf of the Plan, shall be (1) conclusively deemed to have, and by operation of this Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged Defendants, the Plan, and the Released Parties from all Released Claims, and (2) barred and enjoined from suing Defendants, the Plan, or the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class

Members actually received the Settlement Notice, or read the Settlement Notice; whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Award; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

11. The Class Representatives, Class Members, and the Plan hereby settle, release, relinquish, waive, and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including, without limitation, Section 1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that if known by him or her would have materially affected his or her settlement with the debtor or released party." The Class Representatives, Class Members, and the Plan with respect to the Released Claims also hereby waive any and all provisions, rights and benefits conferred by any law or of any state or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

12. Each Class Member hereby releases the Released Parties, Defense Counsel, and Class Counsel for any claims, liabilities, and Attorneys' Fees and Expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest, as well as related attorneys' fees and expenses, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims; whether or not such Class Members actually received the Settlement

Notice; whether or not such Class Members received a monetary benefit from the Settlement; whether or not such Class Members have filed an objection to the Settlement or to any application by Class Counsel for an award of Attorneys' Fees and Costs, Administrative Expenses, and Case Contribution Award; and whether or not the objections or claims for distribution of such Class Members have been approved or allowed.

13. The operative Complaint and all claims asserted therein in the Class Action are hereby dismissed with prejudice and without costs to any of the Settling Parties and Released Parties other than as provided for in the Settlement Agreement.

14. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Settlement Agreement or any challenges as to the performance, validity, interpretation, administration, enforcement, or enforceability of the Settlement Notice, Plan of Allocation, this Final Approval Order, the Settlement Agreement, or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and will rule by separate Order with respect to all applications for awards of Attorneys' Fees and Expenses and Case Contribution Awards to the Class Representatives submitted pursuant to the Settlement Agreement.

15. Any motion to enforce this Final Approval Order or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Approval Order may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

16. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Approval Order shall be rendered null and void, *ab initio*, and shall be vacated

nunc pro tunc, and the Class Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

17. With respect to any matters that arise concerning the implementation of distributions to Class Members who have an Active Account (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan.

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

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

20. **Final Approval Granted:** The Motion for Final Approval of the Settlement and Agreement is hereby **GRANTED**, the settlement of the Action is **APPROVED** as fair, reasonable and adequate to the Plan and the Class, and the Settling Parties are hereby directed to take the necessary steps to effectuate the terms of the Settlement Agreement.

21. **Judgment:** The Court hereby enters judgment on all claims, counts, and causes of action alleged in the Class Action. Notwithstanding the reservation of jurisdiction in Paragraph 14 of this Final Approval Order, this is a final and appealable judgment that ends the litigation of the Class Action. The Clerk is directed to enter this judgment in the civil docket forthwith.

SO ORDERED, ADJUDGED AND DECREED this ____ day of _____, 202_.

Hon. Charlotte N. Sweeney
United States District Judge

EXHIBIT E

VIA FEDERAL EXPRESS

[Name]
[Department]
[Address]

Re: *Carimbocas, et al. v. TTEC Services Corp., et al.*, No. 1:22-cv-02188 (D. Colo.):
Notice Pursuant to 28 U.S.C. § 1715

Dear Sir or Madam:

TTEC Services Corporation, TTEC Services Corporation Employee Benefits Committee, Edward Baldwin, K. Todd Baxter, Paul Miller, Regina Paolillo, and Emily Pastorius (collectively, “Defendants”) hereby provide this Notice of a Proposed Class Action Settlement in the above-referenced matter pursuant to the Class Action Fairness Act of 2005 (“CAFA”).

In accordance with its obligations under CAFA, Defendants enclose the following:

(1) The Complaint, any materials filed with the Complaint, and any Amended Complaints.

Plaintiffs’ Class Action Complaint, First Amended Class Action Complaint, and Second Amended Class Action Complaint, as filed in *Carimbocas, et al. v. TTEC Services Corp., et al.*, Civil Action No. 1:22-cv-02188-CNS-STV (D. Colo.), can be found on the enclosed flash drive as “Exhibits 1, 2, and 3 – Carimbocas Complaint, First Amended Complaint and Second Amended Complaint.”

(2) Notice of any scheduled judicial hearing in the class action.

The Court has not yet scheduled a hearing to consider preliminary approval of the settlement or a final fairness hearing regarding the settlement. Once the Court sets a hearing date, such date(s) can be found on PACER as follows: (1) enter PACER through <https://ecf.pawd.uscourts.gov/cgi-bin/login.pl>, (2) click on “Query,” (3) enter the civil case number, 1:22-cv-02188, (4) click on “Run Query,” and (5) click on the link “Docket Report.” The order(s) scheduling hearing(s) will be found on the docket entry sheet.

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

The proposed Notice of Class Action Settlement as submitted to the Court can be found on the enclosed flash drive as “Exhibit 4 – Settlement Notice.”

[Addressee]

[Date]

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(4) Any proposed or final class action settlement.

The Settlement Agreement entered into by the parties (including Exhibits A-E) as submitted to the Court can be found on the enclosed flash drive as “Exhibit 5 – Settlement Agreement.” There are no other agreements contemporaneously made between Class Counsel and counsel for the Defendants.

(5) A final judgment or notice of dismissal.

Final judgment has not yet been entered. Upon entry, a copy of the Final Approval Order will be available through PACER and can be accessed online as follows: (1) enter PACER through <https://ecf.pawd.uscourts.gov/cgi-bin/login.pl>, (2) click on “Query,” (3) enter the civil case number, 1:22-cv-02188, (4) click on “Run Query,” and (5) click on the link “Docket Report.” The order(s) entering final judgment will be found on the docket entry sheet.

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

On the enclosed flash drive is a list of the names of Class Members believed to reside in your state and a table providing a reasonable estimate of the number of Class Members residing in each state. The specific settlement allocation to each Class Member will be determined by the Settlement Administrator pursuant to the Plan of Allocation to be approved by the Court. The proposed Plan of Allocation appears at Exhibit B to the Settlement Agreement. We do not yet know which Class Members will receive settlement proceeds or how much each Class Member will receive, and it is not feasible to determine the estimated proportionate share of the claims of the Class Members who reside in each state to the entire settlement. Upon final approval of the court, the settlement proceeds will be distributed among the Class Members according to the Plan of Allocation as set forth in the Settlement Agreement.

(7) Any written judicial opinion relating to the materials described in sections (3) through (5).

The Court has not yet entered a Preliminary Approval Order or any opinions relating to the materials described in sections (3) through (5). Upon entry, a copy of said Order or opinion can be found online through the process described in section (5) above.

Final judgment has not yet been entered. Upon entry, a copy of said judgment can be found online through the process described in section (5) above.

[Addressee]

[Date]

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If you have questions about this notice, the lawsuits, or the enclosed materials, please do not hesitate to contact me.

Sincerely,

eSignature Details

Signer ID: guvSphNxT2DFBfnhqe7gqS3J
Signed by: Linda Dlhopsky
Sent to email: lmdsky@gmail.com
IP Address: 71.219.158.175
Signed at: Jul 31 2025, 12:27 pm CDT

Signer ID: ZT7LyiTylQi4mw8s4f5zNKxw
Signed by: Elijah Carimbocas
Sent to email: elijahcarimbocas@gmail.com
IP Address: 174.26.20.196
Signed at: Jul 31 2025, 12:54 pm CDT

Signer ID: xFo2aEr2miLnHhAqv2USqedx
Signed by: Morgan Grant
Sent to email: morganbgrant@gmail.com
IP Address: 174.18.73.191
Signed at: Aug 2 2025, 7:29 pm CDT