

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SJUNDE AP-FONDEN and THE
CLEVELAND BAKERS AND
TEAMSTERS PENSION FUND,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, et al.,

Defendants.

Case No. 1:17-cv-8457-JMF

Hon. Jesse M. Furman

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement dated as of November 22, 2024 (“Stipulation”) is entered into between (i) Court-appointed Class Representatives Sjunde AP-Fonden (“AP7”) and The Cleveland Bakers and Teamsters Pension Fund (“Cleveland Bakers” and together with AP7, “Class Representatives” or “Plaintiffs”), and (ii) defendants General Electric Company (“GE” or the “Company”) and Jeffrey S. Bornstein (“Bornstein”) (together, “Defendants” and with Class Representatives, the “Parties”). This Stipulation embodies the terms and conditions of the settlement of the above-captioned action (“Action”).¹ Subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, relinquish, waive, discharge, and dismiss with prejudice the Action and all claims asserted against Defendants therein, and all Released Plaintiffs’ Claims (defined below) against all Defendants’ Releases.

¹ All terms with initial capitalization not otherwise defined herein shall have the meanings ascribed to them in ¶ 1 below.

WHEREAS:²

A. On November 1, 2017, a class action complaint, styled *Hachem v. General Electric, Inc. et al.*, Case No. 1:17-cv-08457-JMF, was filed in the United States District Court for the Southern District of New York (“Court”), asserting violations of the federal securities laws against GE and certain of its executives. ECF No. 1.³

B. On May 30, 2018, the Court appointed AP7 as Lead Plaintiff in the Action and approved AP7’s selection of Kessler Topaz Meltzer & Check, LLP (“Kessler Topaz”) as Lead Counsel for the class. ECF No. 139.

C. On July 23, 2018, AP7, along with additional plaintiff Cleveland Bakers, filed the Third Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (“Third Amended Complaint”). ECF No. 153 (refiled at ECF No. 157).⁴

D. On September 12, 2018, defendants moved to dismiss the Third Amended Complaint. ECF Nos. 172-74. Plaintiffs filed their opposition to defendants’ motion to dismiss on October 12, 2018. ECF No. 178.

E. Pursuant to Joint Stipulation (ECF No. 177), Plaintiffs filed the Fourth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws on October 17, 2018 (“Fourth Amended Complaint”). ECF No. 179.

F. On October 29, 2018, defendants filed a reply in further support of their motion to dismiss. ECF No. 180.

² The following sets forth a summary of the litigation events in the Action.

³ Similar complaints were subsequently filed (*i.e.*, Case Nos. 17-cv-8473, 17-cv-9888, 18-cv-1404) and consolidated under Case No. 17-cv-08457. ECF Nos. 11, 15-16, 61.

⁴ The originally appointed and vacated lead plaintiff filed the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws and the Second Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws on March 20, 2018 and April 10, 2018, respectively. ECF Nos. 73, 83.

G. By Opinion and Order dated August 29, 2019, the Court granted in part and denied in part defendants' motion to dismiss the Fourth Amended Complaint. ECF No. 185. By the same Opinion and Order, the Court granted Plaintiffs leave to amend. *Id.*

H. On October 25, 2019, Plaintiffs filed the Fifth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws ("Fifth Amended Complaint"). ECF No. 191. Defendants moved to dismiss the Fifth Amended Complaint on December 18, 2019. ECF Nos. 194-96. Plaintiffs filed their opposition to defendants' motion to dismiss on January 31, 2020 (ECF No. 198), and defendants filed a reply in further support of their motion to dismiss on February 28, 2020 (ECF No. 200).

I. By Opinion and Order dated January 29, 2021, the Court granted in part and denied in part defendants' motion to dismiss the Fifth Amended Complaint. ECF No. 206.

J. On February 12, 2021, Defendants answered the Fifth Amended Complaint. ECF No. 208.

K. Thereafter, discovery in the Action commenced. On May 21, 2021, Plaintiffs moved for class certification ("Class Certification Motion"), which was accompanied by a report from Plaintiffs' expert, David I. Tabak, Ph.D. ("Dr. Tabak"). ECF Nos. 218-20.

L. On August 9, 2021, Defendants moved for leave to file an early summary judgment motion on loss causation. ECF No. 235. On August 16, 2021, Plaintiffs filed their opposition to Defendants' motion. ECF No. 237. The Court denied Defendants' motion on August 22, 2021. ECF No. 240.

M. On August 30, 2021, Defendants filed their opposition to Plaintiffs' Class Certification Motion. ECF Nos. 244-45.⁵ Plaintiffs filed a reply in further support of their motion on October 29, 2021. ECF No. 273.

N. On September 2, 2021, Defendants filed a second motion for leave to file an early partial summary judgment motion on loss causation, which attached a rebuttal expert report from Mr. Fischel. ECF No. 254. On September 9, 2021, Plaintiffs opposed Defendants' motion. ECF No. 257. The Court denied Defendants' motion on September 17, 2021. ECF No. 260.

O. On September 24, 2021, the Court denied as premature Plaintiffs' letter motion for additional discovery, wherein Plaintiffs requested permission to seek more than 15 fact witness depositions. ECF No. 262.

P. On January 19, 2022, Plaintiffs moved for leave to file the Sixth Amended Complaint (defined below), attaching the draft pleading. ECF No. 278. Defendants opposed Plaintiffs' motion on February 3, 2022. ECF Nos. 295-98.

Q. By Opinion and Order dated April 11, 2022 ("Class Certification Order"), the Court granted Plaintiffs' Class Certification Motion. ECF No. 314. Specifically, the Court (i) certified a class of all persons and entities that purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive and were damaged thereby; (ii) appointed AP7 and Cleveland Bakers as Class Representatives; and (iii) appointed Kessler Topaz and Grant & Eisenhofer P.A. ("G&E") as Class Counsel and Liaison Counsel, respectively. *Id.* By the same Opinion and Order, the Court granted Plaintiffs' motion for leave to file a sixth amended complaint. *Id.*

⁵ On the same day, named plaintiffs in a consolidated class action pending in the Supreme Court of the State of New York, County of New York, Index No. 653648/2018, filed a Motion to Intervene for the Limited Purpose of Filing Partial Opposition to Plaintiffs' Motion for Class Certification. ECF Nos. 246-48.

R. On May 13, 2022, Class Representatives filed the Sixth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws (“Sixth Amended Complaint” or “Complaint”). ECF No. 327. The Sixth Amended Complaint asserted claims for violations of Sections 10(b) and 20(a) of the Exchange Act. *Id.*

S. Defendants answered the Sixth Amended Complaint on June 10, 2022. ECF No. 339.

T. On May 26, 2022, Class Representatives filed a motion to approve the form and manner of notice to the Class. ECF Nos. 331-33. The Court granted Class Representatives’ motion on May 27, 2022 (“Class Notice Order”). ECF No. 336. Among other things, the Court found that the proposed Class Notice met the requirements of Federal Rule of Civil Procedure 23 and due process and constituted the best notice practicable under the circumstances. Class Notice was mailed to potential Class Members beginning on June 16, 2022 and a summary notice of the pendency of the Action as a class action was published in *The Wall Street Journal* and transmitted over *PR Newswire* on June 24, 2022. ECF No. 342.

U. Pursuant to the Court’s Class Notice Order, Class Notice also provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the procedures for doing so. The Class Notice stated that it would be within the Court’s discretion whether to permit a second opportunity to request exclusion if there was a settlement. The Class Notice also informed Class Members that if they chose to remain a member of the Class, they would “be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable.”

V. The deadline for submitting requests for exclusion was August 15, 2022. A total of 318 requests for exclusion from the Class were received. ECF Nos. 342, 363. *See also* Appendix 1 hereto.

W. On September 6, 2022, Defendants moved for summary judgment pursuant to Federal Rule of Civil Procedure 56. ECF No. 345. On the same day, Defendants filed motions to exclude the testimony of Class Representatives' experts, Dr. Tabak and S.P. Kothari. ECF Nos. 346-47. Alongside these motions, Defendants filed a Statement of Material Facts. ECF No. 357. Class Representatives opposed these motions on November 4, 2022 and filed their Response to Defendants' Statement of Material Facts and Plaintiffs' Statement of Additional Material Facts Introduced by Plaintiffs in Opposition to Defendants' Motion for Summary Judgment. ECF Nos. 362, 365-68, 383. Also on November 4, 2022, Class Representatives filed motions to exclude certain testimony of Defendants' expert, Christopher J. Russo, to exclude the testimony of Mr. Fischel, and to strike a supplemental declaration of Mr. Fischel submitted in connection with Defendants' motion for summary judgment. ECF Nos. 369, 373, 377. These motions were fully briefed. ECF Nos. 381-85, 395-406, 409-11.

X. By Opinion and Order dated September 28, 2023, the Court granted in part and denied in part Defendants' motion for summary judgment. ECF No. 413. By the same Opinion and Order, the Court granted in part and denied in part the Parties' respective *Daubert* motions and granted Class Representatives' motion to strike the supplemental declaration of Mr. Fischel. *Id.*

Y. On October 12, 2023, Defendants moved for reconsideration of the Court's September 23, 2023 Opinion and Order. ECF No. 414. Class Representatives opposed

Defendants' motion on October 26, 2023 (ECF No. 419), and Defendants filed a reply in further support of their motion on November 2, 2023 (ECF No. 420).

Z. Throughout the fall of 2023, the Parties engaged in substantial trial preparations and negotiations over the contents of pretrial submissions, holding numerous meet-and-confers. On December 20, 2023, the Parties filed a Joint Pretrial Statement, which included the Parties' witness lists, affirmative and counter deposition designations, proposed and competing jury charges and position statements, proposed and competing verdict forms and competing position statements, proposed *voir dire* and jury questionnaire, and exhibit lists (along with corresponding objections). ECF No. 429. Also on December 20, 2023, the Parties filed their respective *in limine* motions and competing motions to bifurcate the trial. ECF Nos. 424-26, 428.

AA. Between December 2023 and January 11, 2024, the Parties continued to engage in substantial trial preparations, including briefing on their respective motions to bifurcate and *in limine* motions and responding and objecting to designated deposition testimony and exhibits. On January 11, 2024, the Parties filed their respective oppositions to motions to bifurcate and motions *in limine*. ECF Nos. 440-51.

BB. By Memorandum Opinion and Order dated March 21, 2024, the Court granted in part and denied in part Defendants' motion for reconsideration, and granted Plaintiffs' motion to bifurcate trial. ECF No. 454.

CC. Trial was scheduled to commence on November 11, 2024. ECF No. 467.

DD. The Parties participated in three confidential mediation sessions before former United States District Court Judge Layn Phillips ("Judge Phillips") on August 11, 2022, November 2, 2023 and August 23, 2024. Prior to each mediation, the Parties exchanged and also submitted to Judge Phillips detailed mediation statements with exhibits. Although the Parties

could not reach an agreement to resolve the Action during those mediations, they continued their discussions after each with Judge Phillips. On October 10, 2024, the Parties reached an agreement to resolve the Action.

EE. On October 16, 2024, the Parties executed a Term Sheet setting forth their agreement in principle to settle and release all claims asserted in the Action in return for a cash payment by Defendants of \$362,500,000.00 for the benefit of the Class, subject to certain terms and conditions and the execution of a customary settlement agreement and related papers.

FF. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement between the Parties.

GG. Based upon their investigation, prosecution, and mediation of the case, Class Representatives and Class Counsel have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to Class Representatives and the other members of the Class, and in their best interests. Based on Class Representatives' direct oversight of the prosecution of this matter and with the advice of their counsel, Class Representatives have agreed to settle and release the Released Plaintiffs' Claims pursuant to the terms and provisions of this Stipulation, after considering, among other things: (a) the financial benefit the Class will receive from the proposed Settlement; and (b) the significant risks and costs of trial.

HH. This Stipulation constitutes a compromise of all matters that are in dispute between the Parties. Defendants are entering into this Stipulation solely to eliminate the burden, expense, and uncertainties of further litigation. Each of the Defendants denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of either Defendant with respect to any claim or allegation of any fault or liability or wrongdoing or damages whatsoever, or any infirmity in the defenses that

Defendants have, or could have, asserted. Defendants expressly deny that Class Representatives have asserted any valid claims as to either of them, and expressly deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of Class Representatives of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of Defendants' defenses to liability had any merit.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among Class Representatives (individually and on behalf of all other members of the Class) and Defendants, by and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that, in consideration of the benefits flowing to the Parties from the Settlement, all Released Plaintiffs' Claims as against the Defendants' Releasees and all Released Defendants' Claims as against the Plaintiffs' Releasees shall be settled and released, upon and subject to the terms and conditions set forth below.

DEFINITIONS

1. As used in this Stipulation and any exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

(a) "Action" means the securities class action styled *Sjunde AP-Fonden v. General Electric Co., et al*, Case No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.), and includes all actions consolidated therein.

(b) "Alternate Judgment" means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Stipulation.

(c) "Authorized Claimant" means a Class Member who submits a Claim to

the Claims Administrator that is approved by the Court for payment from the Net Settlement Fund.

(d) “Claim” means a paper claim submitted on a Proof of Claim Form or an electronic claim that is submitted to the Claims Administrator.

(e) “Claim Form” or “Proof of Claim Form” means the form, substantially in the form attached hereto as Exhibit 4 to Exhibit A, that a Claimant must complete and submit should that Claimant seek to share in a distribution of the Net Settlement Fund.

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

(g) “Claims Administrator” means JND Legal Administration, the firm retained by Class Counsel and approved by the Court in connection with Class Notice, subject to the continuing approval of the Court, to provide all notices approved by the Court to potential Class Members and to administer the Settlement.

(h) “Class” means the class certified by the Court pursuant to its Opinion and Order dated April 11, 2022 (ECF No. 314). Specifically, the Class consists of all persons and entities that purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive and were damaged thereby. Excluded from the Class are: (a) Defendants; (b) GE’s subsidiaries and affiliates; (c) any officer, director, or controlling person of GE, and members of the Immediate Families of such persons; (d) any entity in which any Defendant has a controlling interest; (e) Defendants’ directors’ and officers’ liability insurance carriers, and any affiliates or subsidiaries thereof; and (f) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class are any persons and entities that submitted a request for exclusion in connection with Class Notice as set forth on Appendix 1 that

do not opt back into the Class in connection with the Settlement. If and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, also excluded from the Class shall be Future Excluded Persons (as defined in ¶1(w) herein).

(i) “Class Counsel” or “Lead Counsel” means Kessler Topaz Meltzer & Check, LLP.

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

(k) “Class Period” means the time period between February 29, 2016 and January 23, 2018, inclusive.

(l) “Class Representatives” or “Plaintiffs” means Sjunde AP-Fonden and The Cleveland Bakers and Teamsters Pension Fund.

(m) “Complaint” or “Sixth Amended Complaint” means the Sixth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws filed with the Court on May 13, 2022 (ECF No. 327).

(n) “Court” means the United States District Court for the Southern District of New York.

(o) “Defendants” means General Electric Company and Jeffrey S. Bornstein.

(p) “Defendants’ Counsel” means Latham & Watkins LLP.

(q) “Defendants’ Releasees” means Defendants and any and all of their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners,

trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the individual Defendant's Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

(r) "Effective Date" with respect to the Settlement means the first date by which all of the events and conditions specified in ¶ 32 of this Stipulation have been met and have occurred or have been waived.

(s) "Escrow Account" means an account maintained at The Huntington National Bank wherein the Settlement Amount shall be deposited and held in escrow under the control of Class Counsel.

(t) "Escrow Agent" means The Huntington National Bank.

(u) "Escrow Agreement" means the agreement between Class Counsel and the Escrow Agent setting forth the terms under which the Escrow Agent shall maintain the Escrow Account.

(v) "Final," with respect to the Judgment or, if applicable, the Alternate Judgment, or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any appeal under the Federal Rules of Appellate Procedure, i.e., thirty (30) days after entry of the judgment or order; or (ii) if there is an appeal from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant.

However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to (i) attorneys' fees, costs, or expenses, or (ii) the plan of allocation of Settlement proceeds (as submitted or subsequently modified), shall not in any way delay or preclude a judgment from becoming Final.

(w) "Future Excluded Persons" means, if and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, any persons and entities who exclude themselves by submitting a request for exclusion as directed in the Notice and whose requests are accepted by the Court.

(x) "GE" or "Company" means General Electric Company.

(y) "Immediate Family" means, as defined in 17 C.F.R § 229.404, Instructions 1(a)(iii) and 1(b)(ii), children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law and any persons (other than a tenant or employee) sharing the household.

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

(aa) "Lead Plaintiff" means Sjunde AP-Fonden.

(bb) "Liaison Counsel" means Grant & Eisenhofer P.A.

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

(dd) "Net Settlement Fund" means the Settlement Fund less: (i) any Taxes;

(ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court.

(ee) "Notice" means the Notice of (I) Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 2 to Exhibit A, which is to be posted on the Website and mailed and/or emailed to Class Members upon request.

(ff) "Notice and Administration Costs" means the costs, fees, and expenses that are incurred by the Claims Administrator and/or Class Counsel in connection with: (i) providing notices to the Class; and (ii) administering the Settlement, including but not limited to the Claims process, as well as the costs, fees, and expenses incurred in connection with the Escrow Account.

(gg) "Parties" means Defendants and Class Representatives, on behalf of themselves and the Class.

(hh) "Plaintiffs' Counsel" means Class Counsel and Liaison Counsel.

(ii) "Plaintiffs' Releasees" means Class Representatives and all other Class Members, and any and all of their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Class Members' Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

(jj) “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice. Any plan of allocation is not part of the Stipulation and Released Defendants shall not have any responsibility or liability with respect thereto. Any order or proceeding relating to the Plan of Allocation (or any other plan of allocation proposed in the Action and/or approved by the Court) shall not operate to terminate or cancel this Stipulation or affect the finality of the Judgment.

(kk) “Postcard Notice” means the postcard notice, substantially in the form attached hereto as Exhibit 1 to Exhibit A, which is to be mailed and/or emailed to Class Members.

(ll) “Preliminary Approval Order” means the order, substantially in the form attached hereto as Exhibit A, to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Class.

(mm) “PSLRA” means the Private Securities Litigation Reform Act of 1995, 15 U.S.C. §§ 77z-1, 78u-4, as amended.

(nn) “Released Claims” means all Released Defendants’ Claims and all Released Plaintiffs’ Claims.

(oo) “Released Defendants’ Claims” means all claims and causes of action of every nature and description, whether known or unknown (including Unknown Claims as defined in ¶ 1(yy) herein), whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants and the other Defendants’ Releasees.

“Released Defendants’ Claims” do not include any claims relating to the enforcement of the Settlement.

(pp) “Released Plaintiffs’ Claims” means all claims, demands, losses, rights, and causes of action of any nature whatsoever, that have been or could have been asserted in this action or could in the future be asserted in any forum, whether known or unknown (including Unknown Claims as defined in ¶ 1(yy) herein), whether foreign or domestic, whether arising under federal, state, common, or foreign law, by the Class Representatives or their related parties, or any member of the Class and their related parties, which (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in this action, or which could have been alleged in this action, and (b) arise out of, are based upon, or relate to in any way the purchase or acquisition of GE common stock during the class period alleged in the Sixth Amended Complaint filed on May 13, 2022 (ECF No. 327) (i.e., February 27, 2013 through January 23, 2018, inclusive). Notwithstanding the aforementioned, the claims asserted derivatively on behalf of GE in *Burden v. General Electric Co.*, No. 652991/2021 (N.Y. Sup. Ct., N.Y. Cty.) and *In re General Electric Co. Derivative Litigation*, No. 655528/2020 (N.Y. Sup. Ct., N.Y. Cty.) are explicitly excluded from release. The release also excludes (i) any claims relating to the enforcement of the Settlement; (ii) any claims of the persons and entities who requested exclusion from the Class pursuant to the Class Notice, unless such persons and entities choose to opt back into the Class as directed in the Notice; and (iii) any claims of Future Excluded Persons.

(qq) “Releasee(s)” means each and any of the Defendants’ Releasees and each and any of the Plaintiffs’ Releasees.

(rr) “Releases” means the releases set forth in ¶¶ 5-7 of this Stipulation.

(ss) “Settlement” means the settlement between Class Representatives and Defendants on the terms and conditions set forth in this Stipulation.

(tt) “Settlement Amount” means Three Hundred Sixty-Two Million and Five Hundred Thousand United States dollars (\$362,500,000.00) in cash to be paid to the Escrow Agent by wire transfer pursuant to ¶ 8 of this Stipulation.

(uu) “Settlement Fund” means the Settlement Amount plus any and all interest earned thereon and which may be reduced by payments or deductions as provided herein or by Court order.

(vv) “Settlement Hearing” means the hearing to be held by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

(ww) “Summary Notice” means the Summary Notice of (I) Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses, substantially in the form attached hereto as Exhibit 3 to Exhibit A, to be published as set forth in the Preliminary Approval Order.

(xx) “Taxes” means: (i) all federal, state and/or local taxes of any kind (including any interest or penalties thereon) on any income earned by the Settlement Fund; and (ii) the expenses and costs incurred by Class Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(yy) “Unknown Claims” means any Released Plaintiffs’ Claims which either Class Representative or any other Class Member does not know or suspect to exist in his, her, or

its favor at the time of the release of such claims, and any Released Defendants' Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Class Representatives and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Class Representatives or other Class Members may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs' Claims, but Class Representatives and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment have settled and released, fully, finally, and forever, any and all Released Plaintiffs' Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

(zz) "Website" means the website created specifically for the Action in

connection with Class Notice, www.GeneralElectricSecuritiesLitigation.com, on which the Notice and Claim Form, as well as other information related to the Settlement, will be posted.

PRELIMINARY APPROVAL OF SETTLEMENT

2. Class Representatives will file their motion for preliminary approval of the Settlement no later than November 25, 2024. Class Representatives' motion for preliminary approval of the Settlement will include a request for authorization to provide notice of the Settlement to the Class and to schedule a hearing for consideration of final approval of the Settlement. Concurrently with the motion for preliminary approval, Class Representatives shall apply to the Court for, and Defendants shall agree to, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit A.

3. In connection with the motion for preliminary approval of the Settlement, the Parties agree to request that the Court not permit a second opportunity for Class Members to request exclusion from the Class. However, the Settlement is not contingent on the Court's decision regarding whether or not a second opportunity to request exclusion shall be permitted.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of the Action as against Defendants; and (b) the Releases provided for herein. The Releases contained in this section were separately bargained for and are essential elements of the Settlement as embodied in this Stipulation.

5. In consideration of the payment of the Settlement Amount, upon final judicial approval of the Settlement, Class Representatives shall dismiss the Action with prejudice. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Class Representatives and each of the other

Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim (including, without limitation, Unknown Claims) against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiffs' Claims directly or indirectly against any of the Defendants and the other Defendants' Releasees.

6. Pursuant to the Judgment, or the Alternate Judgment, if applicable, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (including, without limitation, Unknown Claims) against Class Representatives and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims directly or indirectly against any of the Plaintiffs' Releasees. This Release shall not apply to: (i) any person or entity who previously submitted a request for exclusion from the Class in connection with Class Notice as set forth on Appendix 1 hereto and does not opt back into the Class as directed in the Notice; or (ii) any Future Excluded Persons.

7. Notwithstanding ¶¶ 5-6 above, nothing in the Judgment, or the Alternate Judgment, if applicable, shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment, or Alternate Judgment, if applicable.

THE SETTLEMENT CONSIDERATION

8. In consideration of the full and complete settlement of the Released Plaintiffs' Claims against Defendants and the other Defendants' Releasees, GE shall pay or cause to be paid the Settlement Amount into the Escrow Account within thirty (30) calendar days after preliminary approval of the Settlement. Class Counsel will provide Defendants' Counsel with all information necessary to effectuate a transfer of funds to the Escrow Account, including the bank name and ABA routing number, account number, and a signed Form W-9 reflecting the taxpayer identification for the Settlement Fund. Defendants shall have no obligation to pay any additional amounts beyond the Settlement Amount other than to pay for the costs of the CAFA notice and administering the CAFA notice, as provided in ¶ 20 below.

USE OF SETTLEMENT FUND

9. The Settlement Fund shall be used to pay: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys' fees awarded by the Court; and (e) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Authorized Claimants as provided in ¶¶ 21-27 below.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to

the terms of this Stipulation and/or further order of the Court. At the written direction of Class Counsel, the Escrow Account shall invest any funds in the Escrow Account exclusively in instruments or accounts backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, including a United States Treasury Fund or bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation (“FDIC”), or (b) secured by instruments backed by the full faith and credit of the United States Government. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments or accounts at their then-current market rates. Defendants and any other Defendants’ Releasees shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions executed by the Escrow Agent. All risks related to the investment of the Settlement Fund shall be borne solely by the Settlement Fund.

11. The Parties agree that the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1 (“Qualified Settlement Fund”) and that Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Class Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Defendants’ Releasees shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Class Counsel the statement described in Treasury Regulation § 1.468B-3(e). Class Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation

§ 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a “relation back election,” as described in Treasury Regulation § 1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Class Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. Defendants’ Releasees shall have no responsibility or liability for the acts or omissions of Class Counsel or its agents with respect to the payment of Taxes, as described herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, no Defendant or any other person or entity (including Defendants’ insurance carriers) who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including without limitation, the number of Claims submitted, the collective amount of Recognized Claims of Authorized Claimants, the percentage of recovery of losses, or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

14. Prior to the Effective Date of the Settlement, Class Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable, up to seven hundred and fifty thousand dollars (\$750,000). Additional Notice and Administration Costs may be paid prior

to the Effective Date of the Settlement upon order of the Court. After the Effective Date of the Settlement, Class Counsel may pay from the Escrow Account, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Notice and Administration Costs shall include, without limitation, the actual costs of printing and mailing the Postcard Notice, updating the Website and posting the Notice and Claim Form, publishing the Summary Notice, reimbursements to nominee owners for searching and providing the names/addresses of prospective Class Members for noticing or forwarding the Postcard Notice directly to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred shall not be returned or repaid to Defendants, any of the other Defendants' Releasees, or any other person or entity (including Defendants' insurance carriers) who or which paid any portion of the Settlement Amount.

ATTORNEYS' FEES AND LITIGATION EXPENSES

15. Class Counsel will apply to the Court for an award of attorneys' fees to Plaintiffs' Counsel to be paid solely from (and out of) the Settlement Fund. Class Counsel also will apply to the Court for payment of Litigation Expenses, which may include a request for reimbursement of Class Representatives' costs and expenses directly related to their representation of the Class, to be paid solely from (and out of) the Settlement Fund. Class Counsel's application for attorneys' fees and/or Litigation Expenses is not the subject of any agreement between Defendants and Class Representatives other than what is set forth in this Stipulation.

16. Any attorneys' fees and Litigation Expenses that are awarded by the Court shall be paid to Class Counsel within five (5) business days of the award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Plaintiffs' Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the award of attorneys' fees and/or Litigation Expenses is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than (i) thirty (30) calendar days after Class Counsel's receipt from the Court of notice of any order that reduces or reverses any award of attorneys' fees and/or Litigation Expenses, or (ii) fourteen (14) calendar days after receipt of appropriate payment instructions for the return of such funds, whichever is later. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Class Representatives nor Class Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to attorneys' fees and/or Litigation Expenses. Plaintiffs' Counsel's fee and expense application shall be treated by the Court separately from the fairness, reasonableness, and adequacy of this Stipulation and the associated Settlement. An award of attorneys' fees and/or Litigation Expenses is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein.

17. Class Counsel shall allocate the attorneys' fees among Plaintiffs' Counsel in a manner which it, in good faith, believes reflects the contributions of such counsel to the

institution, prosecution, and settlement of the Action. Defendants' Releasees shall have no responsibility for or liability whatsoever with respect to any payment to Plaintiffs' Counsel from the Settlement Fund and/or the allocation of an award of attorneys' fees or Litigation Expenses among Plaintiffs' Counsel. The attorneys' fees and Litigation Expenses that are awarded to Plaintiffs' Counsel shall be payable solely from the Escrow Account. No Defendant or Defendants' Releasees shall have responsibility for payment of such fees or expenses beyond the obligation of Defendants to cause the Settlement Amount to be funded.

NOTICE AND SETTLEMENT ADMINISTRATION

18. As part of the Preliminary Approval Order, Class Counsel shall seek reappointment of JND Legal Administration ("JND") as the Claims Administrator. JND was previously approved by the Court as administrator in connection with the dissemination of Class Notice. ECF No. 336. The Claims Administrator shall administer the Settlement, including but not limited to the process of receiving, reviewing, and approving or denying Claims, under Class Counsel's supervision and subject to the jurisdiction of the Court. None of the Defendants, nor any other Defendants' Releasees, shall have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Claims Administrator, the Plan of Allocation, the administration of the Settlement, the Claims process, or disbursement of the Net Settlement Fund, and shall have no liability whatsoever to any person or entity, including, but not limited to, Class Representatives, any other Class Members, or Class Counsel in connection with the foregoing. Defendants and Defendants' Counsel shall cooperate in the administration of the Settlement to the extent reasonably necessary to effectuate its terms.

19. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Class Counsel shall cause the Claims Administrator to mail and/or email the Postcard

Notice to those members of the Class as may be identified through reasonable effort, including those previously identified in connection with Class Notice. Class Counsel shall also cause the Claims Administrator to post the Notice and Claim Form on the Website as well as cause the Claims Administrator to have the Summary Notice published in accordance with the terms of the Preliminary Approval Order to be entered by the Court.

20. No later than ten (10) calendar days following the filing of this Stipulation with the Court, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715 et seq. (“CAFA”). Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice.

21. The Claims Administrator shall receive Claims and determine first, whether the Claim is a valid Claim, in whole or part, and second, each Authorized Claimant’s *pro rata* share of the Net Settlement Fund based upon each Authorized Claimant’s Recognized Claim compared to the total recognized claims of all Authorized Claimants (as set forth in the Plan of Allocation set forth in the Notice attached hereto as Exhibit 2 to Exhibit A, or in such other plan of allocation as the Court approves).

22. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Class Representatives and Class Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court’s or any appellate court’s ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. No Defendant, nor any other Defendants’ Releasees, shall have any involvement with or liability, obligation, or responsibility whatsoever for the application of the Court-approved plan of allocation.

23. Any Class Member who does not submit a valid Claim will not be entitled to receive any distribution from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or, the Alternate Judgment, if applicable, to be entered in the Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Defendants' Releasees with respect to the Released Plaintiffs' Claims in the event that the Effective Date occurs with respect to the Settlement.

24. Class Counsel shall be responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund subject to Court approval. No Defendant, nor any other Defendants' Releasees, shall be permitted to review, contest, or object to any Claim, or any decision of the Claims Administrator or Class Counsel with respect to accepting or rejecting any Claim for payment. Class Counsel shall have the right, but not the obligation, to waive what it deems to be formal or technical defects in any Claims submitted in the interests of achieving substantial justice.

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

(a) Each Claimant shall be required to submit a Claim in paper form, substantially in the form attached hereto as Exhibit 4 to Exhibit A, or in electronic form, in accordance with the instructions for the submission of such Claims, and supported by such documents as are designated therein, including proof of the Claimant's loss, or such other documents or proof as the Claims Administrator or Class Counsel, in their discretion, may deem acceptable;

(b) All Claims must be submitted by the date set by the Court in the Preliminary Approval Order and specified in the notices. Any Class Member who fails to submit a Claim by such date may be barred by the Court from receiving any distribution from the Net Settlement Fund or payment pursuant to this Stipulation, but shall in all other respects be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any Defendants' Releasees with respect to any Released Plaintiffs' Claim. Provided that it is mailed by the claim-submission deadline, a Claim Form shall be deemed to be submitted when postmarked, if received with a postmark indicated on the envelope and if mailed by first-class mail and addressed in accordance with the instructions thereon. In all other cases, the Claim Form shall be deemed to have been submitted on the date when actually received by the Claims Administrator;

(c) Each Claim shall be submitted to and reviewed by the Claims Administrator who shall determine in accordance with this Stipulation and the plan of allocation the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to subparagraph (e) below as necessary;

(d) Claims that do not meet the submission requirements may be rejected. Prior to rejecting a Claim in whole or in part, the Claims Administrator shall communicate with the Claimant in writing, to give the Claimant the chance to remedy any curable deficiencies in the Claim submitted. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Claim the Claims Administrator

proposes to reject in whole or in part, setting forth the reasons therefor, and shall indicate in such notice that the Claimant whose Claim is to be rejected has the right to a review by the Court if the Claimant so desires and complies with the requirements of subparagraph (e) below; and

(e) If any Claimant whose Claim has been rejected in whole or in part desires to contest such rejection, the Claimant must, within twenty (20) days after the date of mailing of the notice required in subparagraph (d) above, or a lesser time period if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Class Counsel shall thereafter present the request for review to the Court.

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

27. Class Counsel will apply to the Court, on notice to Defendants' Counsel, for a Class Distribution Order: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of the Claims submitted; (b) approving payment of any unpaid administration fees and expenses associated with the administration of

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

28. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Claimants. All Class Members whose Claims are not approved by the Court for payment shall be barred from participating in distributions from the Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Judgment or Alternate Judgment, if applicable, to be entered in this Action and the Releases provided for herein and therein, and will be permanently barred and enjoined from bringing any action against any and all Defendants' Releasees with respect to any and all of the Released Plaintiffs' Claims.

29. No person or entity shall have any claim against Class Representatives, Plaintiffs' Counsel, the Claims Administrator, or any other agent designated by Class Counsel, or Defendants' Releasees and/or their respective counsel, arising from distributions made substantially in accordance with this Stipulation, the plan of allocation approved by the Court, or any order of the Court. Class Representatives and Defendants, and their respective counsel, and Class Representatives' damages expert and all other Releasees shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the plan of allocation, or the determination, administration, calculation, or payment of any claim or nonperformance of the Claims Administrator, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

30. All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed

questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court. All Class Members, other Claimants, and Parties to this Stipulation expressly waive trial by jury (to the extent any such right may exist) and any right of appeal or review with respect to such determinations.

TERMS OF THE JUDGMENT

31. If the Settlement contemplated by this Stipulation is approved by the Court, Class Counsel and Defendants' Counsel shall request that the Court enter a Judgment, substantially in the form attached hereto as Exhibit B.

**CONDITIONS OF SETTLEMENT AND EFFECT OF
DISAPPROVAL, CANCELLATION OR TERMINATION**

32. The Effective Date of the Settlement shall be deemed to occur on the first business day on which all of the following have occurred or been waived:

(a) the Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit A attached hereto, as required by ¶ 2 above;

(b) the Settlement Amount has been deposited into the Escrow Account in accordance with the provisions of ¶ 8 above;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Class Representatives have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation; and

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment and the Judgment has become Final, or the Court

has entered an Alternate Judgment and none of the Parties seek to terminate the Settlement and the Alternate Judgment has become Final.

33. Upon the occurrence of all of the events referenced in ¶ 32 above, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

34. If (i) Defendants exercise their right to terminate the Settlement as provided in this Stipulation; (ii) Class Representatives exercise their right to terminate the Settlement as provided in this Stipulation; (iii) the Court disapproves the Settlement; or (iv) the Effective Date as to the Settlement otherwise fails to occur, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Class Representatives and Defendants shall revert to their respective litigation positions in the Action immediately prior to the execution of the Term Sheet on October 16, 2024;

(c) Neither Class Representatives nor Defendants will use or rely on any statement, document, admission, or agreement concerning the Settlement and/or settlement discussions in the Action;

(d) The terms and provisions of this Stipulation, with the exception of this ¶ 34 and ¶¶ 14, 16, 38, and 61, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment, or Alternate Judgment, if applicable, or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, nunc pro tunc; and

(e) Within three (3) business days after joint written notification of termination is sent by Defendants' Counsel and Class Counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Class Counsel consistent with ¶ 16 above), less any Notice and Administration Costs actually incurred, paid or payable, and less any Taxes paid, due or owing shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct). In the event that the funds received by Class Counsel consistent with ¶ 16 above have not been refunded to the Settlement Fund within the three (3) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants (or such other persons or entities as Defendants may direct) immediately upon their deposit into the Escrow Account consistent with ¶ 16 above.

35. It is further stipulated and agreed that the Defendants and Class Representatives shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties to this Stipulation within thirty (30) days of: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve the Settlement or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court; or (e) the date upon which an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Second Circuit or the United States Supreme Court, and the provisions of ¶ 34 above shall apply. However, any decision or

proceeding, whether in this Court or any appellate court, with respect to an application for attorneys' fees or Litigation Expenses or with respect to any plan of allocation shall not be considered material to the Settlement, shall not affect the finality of any Judgment or Alternate Judgment, if applicable, and shall not be grounds for termination of the Settlement.

36. In addition to the grounds set forth in ¶ 35 above, and only in the event that the Court provides a second opportunity for Class Members to request exclusion from the Class in connection with the Settlement, Defendants, provided they unanimously agree, shall have the right to terminate the Settlement in the event that Future Excluded Persons meet the condition in the Parties' confidential supplemental agreement ("Supplemental Agreement"), in accordance with the terms of that agreement. The Supplemental Agreement, which is being executed concurrently herewith, shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Notice, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Class Representatives and GE concerning its interpretation or application, in which event the Parties shall submit the Supplemental Agreement to the Court in camera and request that the Court afford it confidential treatment. In the event that the Court does not provide for a second opportunity for Class Members to exclude themselves from the Class in connection with the settlement proceedings, GE will have no right to terminate the Settlement pursuant to this paragraph.

37. Class Representatives shall also have the option to terminate the Settlement in the event that the Settlement Amount has not been paid as provided for in ¶ 8 above, by providing written notice of the election to terminate to Defendants' Counsel.

NO ADMISSION OF WRONGDOING

38. Neither the Term Sheet, this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties' mediations and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants' Releasees with respect to the truth of any fact alleged by Class Representatives or the validity or infirmity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants' Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any

liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

39. All of the exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

40. GE warrants, as to the payments made or to be made on behalf of each Defendant, that at the time of entering into this Stipulation and at the time of such payment they, or to the best of their knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by GE and not by its counsel.

41. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Class Representatives, Class Representatives and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment or Alternate Judgment, if applicable, entered in favor of Defendants and the other Releasees pursuant to this Stipulation, in which event the Releases and Judgment, or Alternate Judgment, if applicable, shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in ¶ 34(b) above and any cash amounts in the Settlement Fund (less any Taxes paid, due or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid or payable) shall be returned as provided in ¶ 34(e) above.

42. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Class Representatives and any other Class Members against the Defendants' Releasees with respect to the Released Plaintiffs' Claims. Class Representatives and Defendants agree that each has complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure, and the proposed Judgment will contain a statement to reflect this compliance. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, including through a mediation process supervised and conducted by Judge Phillips, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with

experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

43. Any of Defendants' Releasees may file this Stipulation and/or the Judgment from this Action in any other action brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

44. The Judgment shall include the broadest bar order permissible by law barring all future claims for contribution or indemnity (or any other claim or claim-over, however denominated on whatsoever theory, for which the injury claimed is that person's or entity's alleged liability to Class Representatives or Class Members) among and against Defendants' Releasees arising out of the Action and the claims that were asserted or could have been asserted therein ("Bar Order"), provided, however, that the Bar Order shall not preclude either (i) Defendants' Releasees from seeking to enforce any rights they may have under any applicable insurance policies or (ii) any right of indemnification or contribution that Defendants' Releasees may have under contract or otherwise. The Bar Order shall be consistent with, and apply to the full extent of, the Private Securities Litigation Reform Act.

45. Unless required by law or necessary in connection with the motions regarding preliminary approval and final approval of the Settlement, no other public statements may be made about the Settlement without approval of counsel for all Parties. A Party intending to issue such a public statement in connection with the Settlement, other than statements made by GE in connection with GE's filings with the U.S. Securities & Exchange Commission and by Class Representatives in connection with their disclosure requirements, shall provide a draft of such

statement to counsel for the other Parties at least forty-eight (48) hours in advance of such statement. If the Parties are unable to reach agreement on a public statement, such dispute shall be referred to Judge Phillips. The Parties shall arbitrate the dispute by submitting letters no longer than five (5) pages to Judge Phillips, whose determination shall be binding and final. If for any reason Judge Phillips is unavailable or has a conflict, a substitute neutral arbitrator will be agreed upon by the Parties, or in the absence of agreement, appointed by Judge Phillips or his designee.

46. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of Class Representatives and Defendants (or their successors-in-interest).

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

48. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to Class Members.

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

50. This Stipulation and its exhibits and the Supplemental Agreement constitute the entire agreement among Class Representatives and Defendants concerning the Settlement. All Parties acknowledge that no other agreements, representations, warranties, or inducements have

been made by any Party hereto concerning this Stipulation, its exhibits or the Supplemental Agreement other than those contained and memorialized in such documents.

51. This Stipulation and the Supplemental Agreement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

52. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, including any and all Releasees and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate, or reorganize.

53. The construction, interpretation, operation, effect, and validity of this Stipulation, the Supplemental Agreement and all documents necessary to effectuate the Settlement shall be governed by the laws of the State of New York, without regard to any principles of conflicts of laws, except to the extent that federal law requires that federal law govern.

54. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

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

56. All counsel and any other person executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the

full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

57. Class Counsel and Defendants' Counsel agree to cooperate fully with one another in seeking Court approval of the Preliminary Approval Order and the Settlement, as embodied in this Stipulation, and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

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

59. If any Party is required to give notice to another Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Class Representatives
or Plaintiffs' Counsel:

Kessler Topaz Meltzer & Check, LLP
Attn: Sharan Nirmul
280 King of Prussia Road
Radnor, PA 19087
Tel: (610) 667-7706
Fax: (610) 667-7056
Email: snirmul@ktmc.com

Grant & Eisenhofer P.A.
Attn: Daniel L. Berger
485 Lexington Avenue
New York, NY 10017
Tel: (646) 722-8500
Fax: (646) 722-8501
Email: dberger@gelaw.com

If to Defendants or Defendants'
Counsel:

Latham & Watkins LLP
Attn: Sean M. Berkowitz
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Tel: (312) 876-7700
Email: sean.berkowitz@lw.com

Latham & Watkins LLP
Attn: Blake T. Denton
Megan A. Behrman
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 906-1200
Email: blake.denton@lw.com
megan.behrman@lw.com

General Electric Company
Attn: Dan Kearney
1299 Pennsylvania Ave NW
Washington, DC 20004
Tel: (202) 417-0642
Email: Dan.Kearney@ge.com

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

61. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

62. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement. For the avoidance of doubt, this provision includes the obligation of each Party to return or destroy all documents or electronic data in its or its representatives' possession that the opposing Party produced to it in this Action in accordance with the Stipulated Protective Order (ECF No. 227). The Parties reserve all rights, and release none in this Stipulation, regarding any subsequent disclosure of their protected information by the opposing Party or its representatives.

63. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to be executed, by their duly authorized attorneys, as of November 22, 2024.

**KESSLER TOPAZ MELTZER
& CHECK, LLP**



Sharan Nirmul
Gregory M. Castaldo
Richard A. Russo, Jr.
Jamie M. McCall
Joshua A. Materese
Austin W. Manning
280 King of Prussia Road
Radnor, PA 19087
Tel: (610) 667-7706
Fax: (610) 667-7056
snirmul@ktmc.com
gcastaldo@ktmc.com
rrusso@ktmc.com
jmccall@ktmc.com
jmaterese@ktmc.com
amanning@ktmc.com

*Counsel for Class Representative Sjunde AP-
Fonden and Class Counsel for the Class*

GRANT & EISENHOFER P.A.

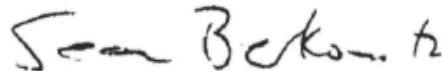


Daniel L. Berger

Karin E. Fisch
Vincent J. Pontrello
Cecilia E. Stein
Alexandra E. Forgione
485 Lexington Avenue
New York, NY 10017
Tel: (646) 722-8500
Fax: (646) 722-8501
dberger@gelaw.com
kfisch@gelaw.com
vpontrello@gelaw.com
cstein@gelaw.com
aforgione@gelaw.com

*Counsel for Class Representative The
Cleveland Bakers and Teamsters Pension
Fund and Liaison Counsel for the Class*

LATHAM & WATKINS LLP



Sean M. Berkowitz
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611
Tel: (312) 876-7700
Fax: (312) 993-9767
sean.berkowitz@lw.com

Blake T. Denton
Jooyoung Yeu
1271 Avenue of the Americas
New York, NY 10020
Tel: (212) 906-1200
blake.denton@lw.com
jooyoung.yeu@lw.com

Sarah A. Tomkowiak
555 Eleventh Street NW
Washington, D.C. 20004
Tel: (202) 637-2200
sarah.tomkowiak@lw.com

Colleen C. Smith
12670 High Bluff Drive
San Diego, CA 92130

Tel: (858) 523-5450
colleen.smith@lw.com

William J. Trach
200 Clarendon Street
Boston, MA 02116
Tel: (617) 948-6000
william.trach@lw.com

*Counsel for Defendants General Electric
Company and Jeffrey S. Bornstein*

APPENDIX 1

1. Deborah Ann Vennett Schenectady, NY	13. Marissa Koziar Nutley, NJ
2. Phillip H. Vennett Sr. (deceased) Schenectady, NY	14. Richard M. Brown Detroit, MI
3. Linda M. Kapsa Schaumburg, IL	15. Christine E. Klepacz & The Janusz Klepacz Irrev. Trust Bethesda, MD
4. Dana Perry Cumberland, RI	16. Kathleen M. Kenney Carlisle, PA
5. Leyla Akinli, Custodian for Aydin James Akinli Durham, NC	17. Walter Pius (deceased) & Janet Pius Erie, PA
6. Susan D. Connelly Schenectady, NY	18. Catherine J. Furay on behalf of Elizabeth Furay (deceased) Madison, WI
7. Leticia G. Flynn, Custodian for Thomas F. Flynn, UGMA NY Beacon, NY	19. Pamela M. Stratton Arlington, VA
8. Victor T. Bucci Brookfield, CT	20. Donald P. Walters Guilford, CT
9. Merle L. Johnson North Syracuse, NY	21. Otho Kinser & Mary Kinser Roodhouse, IL
10. John E. Sikora Adena, OH	22. Vera K. Orthlieb on behalf of the Estate of Mary J. Kemper (deceased) Wallingford, PA
11. Ronald Opfer Waukon, IA	
12. Katherine P. Boucher Hilliard, OH	23. Dominic F. Amorosa & Dominic F. Amorosa Esq. Profit Sharing Plan Short Hills, NJ

24. Beverly Joyce Roy & Donald Authur Roy Bradenton, FL	36. Mark O. Wechsler Covina, CA
25. Mark Coleman Nutley, NJ	37. Jeanne Richter Jacksonville, FL
26. Richard B. McCarty & Mary Ann McCarty Fredericktown, PA	38. Gary Nesser Yorktown, VA
27. Cynthia Patricia Fetterman Red Bank, NJ	39. Satoya Clark Baltimore, MD
28. Jean M. Smith Cedarburg, WI	40. Wayne E. Watkins & Shirley O. Watkins Durham, NC
29. Ray Larry Burns Houston, TX	41. David J. Laird (deceased) & Mary Lee Laird Erie, PA
30. Hannah Roberts Leakesville, MS	42. Diana Lee Simmons Vernon, CT
31. James S. Allen El Paso, TX	43. Ann Houseman on behalf of Evan Kenny Houseman (deceased) Hockessin, DE
32. Mary Ellen McNulty San Jose, CA	44. Vincent J. Acampora Austin, TX
33. Melanie A. Dugan Santa Fe, NM	45. Sherif Robert Hesni Washington, DC
34. Thomas John Little Harrisburg, PA	46. Timothy A. Fram Lowell, MA
35. Jeffrey W. Connelly Schenectady, NY	

47. Jac'Queis Andrew Gooch Racine, WI	60. Robert O. Yantz on behalf of Robert M. Yantz (deceased) Millersville, PA
48. John Billington Kremmling, CO	61. Clyde W. Yoder Millersburg, OH
49. Peter W. Flagg & Mayra C. Flagg Riverview, FL	62. Raymond Sai Sunnyvale, CA
50. Scott Stephens Daly City, CA	63. Maria Javier Trapani Miami, FL
51. James Douglas Wilson Cheyenne, WY	64. Walter A. Meller Abilene, TX
52. Joan M. Brengelman Trussville, AL	65. JC&ME Enterprises, LLC, Lynda Birch, Manager Oklahoma City, OK
53. William S. Erickson Clearwater, FL	66. Allene Haskovec on behalf of Ivan Haskovec (deceased) Littleton, CO
54. Steven R. Feller Fort Collins, CO	67. Robert W. Sanders Sequim, WA
55. Michelle L. Feller Fort Collins, CO	68. David R. Anderson North Ridgeville, OH
56. Charles (Chuck) Anthony Piccirillo Provincetown, MA	69. Helen K. Young Bensalem, PA
57. Thomas A, Bundros Dalton, GA	70. Lois H. Friedrichsen Larkspur, CO
58. Tonda B. Dunbar Middleburgh, NY	71. Yoon Chee Chia (David Chia) Singapore
59. Antonia C. Shoham, TTEE UA DTD 7/13/2013 Duxbury, MA	

72. Patricia W. Hardwick on behalf of Michael Hardwick (deceased) Aiken, SC	84. Steven M. Brown Paradise, CA
73. Elizabeth M. Rutherford Camano Island, WA	85. Candyce D. Morris Crestline, CA
74. Paul T. Newbourne & Laura E. Newbourne Signal Mountain, TN	86. Judith B. Steinberg on behalf of the Estate of Sylvan J. Steinberg (deceased) New Orleans, LA
75. Mary K. Fuhrman & Daryl Fuhrman Aberdeen, SD	87. Greg Steven Highfill Las Vegas, NV
76. Ronald Dong Emeryville, CA	88. Edward F. Dash Highlands Ranch, CO
77. Marcella Francesse Enos Fair Oaks, CA	89. Alexander Blase Tarantino Carmel, CA
78. Cornwal K.S. Matsusaka Aiea, HI	90. Paula Rose Tarantino Carmel, CA
79. Gerald R. De Groot Bainbridge Island, WA	91. Joe Vincent Tarantino Carmel, CA
80. Marie J. Fligsten Bainbridge Island, WA	92. Joseph A. Walker Summerville, SC
81. Michele A. Cannella, TTEE on behalf of the Estate of Jack and Donna Haygood Family Trust Davie, FL	93. Fraser C. Wong Las Vegas, NV
82. Marie U. Stoker Napa, CA	94. Barbara J. Dash Highlands Ranch, CO
83. Jean M. Brown Paradise, CA	95. Steven M. McBride on behalf of Patricia A. McBride (deceased) Jacksonville, FL

96. Jane Louise Ballinger Estes & Charles A Estes (deceased) Salt Lake City, UT	108. Eileen DeStefano Drexel Hill, PA
97. Florence M. Evans & Peter & Florence Evans Rev Trust Ellicott City, MD	109. Patrick J. Thorn Kingwood, WV
98. Carroll Duff No Address Provided	110. Patten Stewart Marble Falls, TX
99. Cheryll Smith Union Gap, WA	111. Elizabeth A. Clark on behalf of The Estate of Paul S. Clark Glenview, IL
100. Joseph R. Ramirez Baldwin City, KS	112. Annamaria F. Demiris Woodstock, GA
101. Angela C. Paulsen Buckeye, AZ	113. Daniel Ray Verhelle Linden, MI
102. Martin L. Paulsen Buckeye, AZ	114. Gregory Dean Isaac Parma, MI
103. Brian Ray Heaps Redding, CA	115. Gloria Uzzell North Fort Myers, FL
104. Kimberley Ruth Heaps Redding, CA	116. John C. Chanas, executor on behalf of the Estate of Peter King III Greensboro, NC
105. Jeff R. Hoerr Mapleton, IL	117. Steven Cohen Valley Stream, NY
106. Barbara L. Hoerr Mapleton, IL	118. Kathleen M. Bartin Chambersburg, PA
107. Leonard DeStefano Drexel Hill, PA	119. Jack R. Cox Grayville, IL

120. Kristin Perchal Fort Calhoun, NE	132. Roylee Pflughoeft & Jane Plowman on behalf of the Frederick & Roylee Pflughoeft Rev. Liv. Trust dated 11/02/1992 Wauwatosa, WI
121. Albert J. Peterson & Evelyn Arnell Peterson Eau Claire, WI	133. James A. Blackledge Omak, WA
122. Wei Yu Philadelphia, PA	134. Suzanne Fonda Manassas, VA
123. Randall John Anderson Barnum, MN	135. Joseph D. Russo New York, NY
124. Douglas J. Guillot Plattenville, LA	136. Wendy Abramowitz Glen Cove, NY
125. Stephen M. Richards Bakersfield, CA	137. Diana Rank Arma, KS
126. Virginia L. Verburg Richmond, TX	138. Elisabeth A. Hayden, TTEE on behalf of the Elisabeth Auld Hayden Rev Trust La Jolla, CA
127. Madeline Anes Hagen & Sally Anes (deceased) San Antonio, TX	139. Nancy Bosch & Wim Bosch (deceased) Avilla, IN
128. Perry H. McGowan Forest Lake, MN	140. Sharyn L. Nichols Lexington, KY
129. Emery Wong Pomona, CA	141. Jean Marie Eby Seville, OH
130. Michelle Annette Schumacher Anaheim, CA	142. Brady Gambone Lexington, MA
131. Robert J. Woessner Apex, NC	

143.	William E. Boyke & Elaine A. Boyke Plymouth, MI	154.	Sandra Tunik & Ira Tuni(deceased) Santa Rosa, CA
144.	Duane Willman & Tina Willman The Colony, TX	155.	Jane B. Greene TTEE on behalf of the Jay W Greene and Jane B Greene T Tr U/A dtd 10/19/1993 Muncie, IN
145.	Kathleen D. Anderson on behalf of the Kathleen D. Stiller Rev Liv Trust U/A Dtd. 11/12/1996 Dallas, OR	156.	Harvey Brower Holland, MI
146.	Jo Jacquelyn Lazzell Punta Gorda, FL	157.	Thomas M. Jakub and Elvira J. Jakub Vienna, VA
147.	John M. Gregory Sarasota, FL	158.	Esgardo Acosta Schuyler, NE
148.	Mary Lou Yindra Ivoryton, CT	159.	Monica N. Brown Lynchburg, VA
149.	Jennifer M. Lynch Mahopac, NY	160.	Jean F. King on behalf of the Walter L. Wetzel Estate Phoenix, AZ
150.	Torry Arnold Olsen Mandal, Norway	161.	Judith A. Rowe Brookville, IN
151.	Diana Lejeune Centralia, WA	162.	Tony Khanh Truong Houston, TX
152.	Virginia M. Florczyk & Alexander P. Florczyk (deceased) Denver, NC	163.	Nigel Whincup Berkshire, United Kingdom
153.	James S. Tisch on behalf of the James S. Tisch 1991 Trust New York, NY	164.	Janiece Beinke Alabaster, AL
		165.	Melanie Cox East Liverpool, OH

166. Patricia E. Collins and T. G. Collins TR St. Maries, ID	178. Sharon Reuter Zigler TTEE on Behalf of the Johnson Family Trust Galesburg, IL
167. Charles Presley Hiltons, VA	179. Brian P. Conley Arvada, CO
168. Kasahara Yoshio The Trizon, Singapore	180. Chunjian Ren Irvine, CA
169. Gloria Carruth Kingwood, TX	181. Ronald D Anderson Sleepy Hollow, IL
170. Manas Pal Sunnyvale, CA	182. Philip T. Shaughnessy Grass Lake, MI
171. Emily M. Clayton Bosque Farms, NM	183. LaVerda Sue Johnson Redmond, UT
172. Robert David Young Springfield, OH	184. Alan L. Gardner Warner Robins, GA
173. Thomas R. Hays & Lori Jean Hays Aurora, OR	185. Wanda Leone Anna, TX
174. Ronald A. Detert Brillion, WI	186. Diana K. Stewart Hale, MO
175. James A. Karlowicz & Connie L. Karlowicz Dover, OH	187. Dennis M. Egan & Margaret I. Egan Oakton, VA
176. Marshall Stephen McKee Novato, CA	188. William George Valance South Setauket, NY
177. Sonny T. Hoang San Jose, CA	189. Julee Hoang Do San Jose, CA

190.	Resa Wilcox on behalf of Resa Clark Wilcox TOD Tina Jo Briggs, Leslie Franz, Marlee Snow and Resa Clark Wilcox Melody Clark Bondurant, Exec Est of Dorothy S. Clark Saint Augustine, FL	201.	Mary Ruth Williams Fuquay-Varina, NC
191.	Mary W. Hartman Albuquerque, NM	202.	Richard D. Simmons II Graham, NC
192.	D. Todd Durham on behalf of Walter M. Overbeck (deceased) Cincinnati, OH	203.	Harvey Schmidt No Address Provided
193.	William F. Northcutt Cincinnati, OH	204.	John Rohrl & Helen Rohrl Newnan, GA
194.	Carol J. Shoulders Princeton, IN	205.	Paul Letkiewicz Erie, PA
195.	Darlene Decker Broken Bow, OK	206.	Vickie E. Amendola Valdosta, GA
196.	Jose Luis Baldor Larchmont, NY	207.	Doris E. Darnall Savannah, GA
197.	Beau Allen West Nicholasville, KY	208.	John D. Ridenour Orlando, FL
198.	John W. Parthum Jr. Grosse Pointe Woods, MI	209.	Sarah C. King Barbourville, KY
199.	Barbara F. Roth Madison, WI	210.	Sandra K. Johnson LaGrange, GA
200.	Tahir C. Belbez & Ayse M. Belbez Burlington, ON, Canada	211.	Donna Jean Wiskow Kaukauna, WI
		212.	Ahmet Tuter Ankara, Turkey
		213.	Harald Nissen on behalf of ODIN Forvaltning AS Oslo, Norway

214. Yu S. Kim on behalf of Dylan Bomin Kim Laguna Woods, CA	225. Geraldine Rosner Hollywood, FL
215. Yu S. Kim on behalf of Travis Gyumin Kim Laguna Woods, CA	226. Geraldine Rosner for Heather Rosner Hollywood, FL
216. Yu S. Kim & Jin A. Kim Laguna Woods, CA	227. Daniel L. Eckert Kewaunee, WI
217. Yu S. Kim Laguna Woods, CA	228. Jacoba J. Van Sitteren Loosdrecht, Netherlands
218. Mila Ordonez on behalf of Felipe A. Ordonez Jr. Sugarland, TX	229. Linda Dodd Chandler on behalf of Anne B. Dodd (deceased) Estate Angier, NC
219. Erik Sorensen Burnaby, BC, Canada	230. Susan Hay on behalf of Marie B. Kran (deceased) Arvada, CO
220. Maryanne T. Harris Mashpee, MA	231. Joshua Mayer Colorado Springs, CO
221. Edith Yu on behalf of Richard T. Yu (deceased) Berkeley, CA	232. Cindy Weinberg Russo Trussville, AL
222. Ronald Uptigrove Bastrop, LA	233. Nancy H. Brown Sherwood, OR
223. Patricia Cosimano for Bernard Cosimano (deceased) Southold, NY	234. Julia Beth Scheerer Rockville, MD
224. Donna Knudsen Joyner Deltona, FL	235. James Norman Frame on behalf of the Estate of Peter Franklin Frame Charleston, WV

236. Ann Cromptin Tippin Prestney TTEE for the Ross S. and Ruth C. Tippin, Ann C.T. Prestney Trust New Hope, PA	247. Janis (Mahaney) Cole on behalf of the Estate of Carroll Edward Mahaney (deceased) Vestavia, AL
237. Ann Crompton Tippin Prestney New Hope, PA	248. Pamela C. Goddard and Gary W. Goddard Concord, NH
238. Teri L. Giovanine Hodges Bishop, CA	249. Helen D. Parnell Winslow, ME
239. Matthew P. Abell Woburn, MA	250. William J. Miller New Berlin, WI
240. William C. Martin Quitman, TX	251. Stanley M. Schleusener TTEE on behalf of Stanley M. Schleusener Family Trust U/A DTD 7/28/2014 Tomah, WI
241. Ursula C. Pasquerella & Anthonay Pasquerella Schenectady, NY	252. Susan Hannigen Butler on behalf of Hattie W. Hannigen Family Trust Medfield, MA
242. Linda S. Smith Torrance, CA	253. Susan Hannigen Butler on behalf of Robert C. Hannigen Trust DTD 04/30/1992 Medfield, MA
243. Stewart L. Haimson Las Vegas, NV	254. Thomas Theodore Saunders Arlington, WA
244. Mary Belinda Gosson Bellevue, WA	255. William S. Miller New Berlin, WI
245. Matthias N. Steinbruechel Mannedorf, Switzerland	256. Juanita M. Andres Phoenix, AZ
246. Patricia E. Keene Tucson, AZ	

257. Carolyn Westbrook Bialik Towson, MD	270. Kathleen A Perrine Bloomsburg, NJ
258. Pamela Jo Stillwell Dunkirk, MD	271. Steve Van Gheem ACF James Van Gheem Andover, MN
259. Christine K. Yonkos Washington, MI	272. Belinda Ang Singapore
260. Michael J. McCarthy Canton, CT	273. Robert N. Pence Vienna, VA
261. Patricia Boehm Lancaster, VA	274. Thomas Dale Hire Lewisville, NC
262. Troy Officer Bloomington, MN	275. Mark A. Pipis & Virginia L. Pipis Dundee, MI
263. Mazen Atwi Lafayette, LA	276. Gina L. Stockmann Wright City, MO
264. Ramona Mielusel Lafayette, LA	277. Nathan Loral Hajduk Wyandotte, MI
265. Marjorie Louise Neal Jacksonville, OR	278. Sandra L. Hoffmann Temperance, MI
266. Paul W. Frattini Flat Rock, MI	279. Daniel Ivan Luketic Kirtland, OH
267. James Dam Oneida, NY	280. Inge Olav Waage & Anne Karin Waage Notodden, Norway
268. Andrew Lee Tucker Austin, TX	281. Thomas S. Ogata and Jean H. Ogata for the JWM Rev Liv Trust Plano, TX
269. Judy Harmon Lake Park, IA	

282. Connor Mason Filley, NE	290. Jennifer Q. Russell, Trustee on behalf of the Kathlyn W. Quig Trust UA 11/19/93 George E. Quig Trust Milton, VT
283. Matthew A. Ubelhor Evansville, IN	291. Fu Sheng Wu Belmont, MA
284. Graeme Shirley San Diego, CA	292. Robert W. McGuire San Francisco, CA
285. June Catherine Simon Saint John, IN	293. Gerd Enke Wolfsburg, Germany
286. Linda E. Derber Hayward, WI	294. Monica M. Miszczak Milwaukee, WI
287. Robert Gagnon Laval, QC, Canada	295. Larry H. Coots Scottsboro, AL
288. Robert Gagnon on behalf of Entreprises Fiscale Taxe R.L. Inc. Laval, QC, Canada	296. Linda Lafuze Richmond, IN
289. Joachim Brandmaier of Weiler & Eberhardt Depotverwaltung AG on behalf of IP Concept for the following funds: Stuttgarter- Aktien-Fonds, Stuttgarter Dividendenfonds, and Stuttgarter Energiefonds Stuttgart, Germany	297. Marje-Kai Kirves Peterborough, ON, Canada
	298. Shona Gourlay Calgary, AB, Canada
	299. Adam David Geltz Columbia, PA
	300. Kensuke Koda Tokyo, Japan

301. Doreen Hanna NanOOSE Bay, BC, Canada	309. Steven S Fitzgerald of Wollmuth Maher & Deutsch LLP on behalf of Touchstone Strategic Trust, Touchstone Variable Series Trust, The Western and Southern Life Insurance Company, Western Southern Life Assurance Company, Western & Southern Financial Group, Inc. And Integrity Life Insurance Company New York, NY
302. Sarah Congleton King on behalf of Martha Viall Congleton (deceased) & Curtis D Congleton Sr. (deceased) Barbourville, KY	310. Daisuke Kawaguchi No Address Provided
303. Chan Yuen Shan N.T. Hong Kong	311. Danielle L. Burza-Smith On behalf of Patricia Kempny as representative for the Estate of Robert Aken
304. Benjamin E. Ramp & Kathleen M. Ramp on behalf of the Benjamin E. and Kathleen M. Ramp Living Trust Geneseo, IL	312. HSBC House on behalf of San Francisco Ltd (liquidated) Esplanada St. Helier, Jersey
305. Nicole Thome on behalf of TBF Global Asset Management GmbH Einschreiben, Singen	313. Nancy Honeycutt Jolly Statesville, NC
306. Patrick J. Flynn Oldsmar, FL	314. Peter Joseph Bensko-Tarsitano San-Marcos, TX
307. Myriam Takla Paris, France	315. Bridgitte Mahlo Louveciennes, France
308. Walter Rivetti Italy	316. Bernice M. Feltz Plainfield, IL

317. Susan E. Ryan
Buzzards Bay, MA

318. Anna Elisabeth Pape
Toronto, ON, Canada

Exhibit A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SJUNDE AP-FONDEN and THE
CLEVELAND BAKERS AND
TEAMSTERS PENSION FUND,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, et al.,

Defendants.

Case No. 1:17-cv-8457-JMF

Hon. Jesse M. Furman

**[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE OF SETTLEMENT**

WHEREAS, a consolidated securities class action is pending in this Court entitled *Sjunde AP-Fonden, et al. v. General Electric Company, et al.*, Case No. 1:17-cv-8457-JMF (“Action”);

WHEREAS, by Opinion and Order dated April 11, 2022 (ECF No. 314), this Court certified the Action to proceed as a class action on behalf of all persons and entities that purchased or acquired General Electric Company (“GE”) common stock between February 29, 2016 and January 23, 2018, inclusive (“Class Period”) and were damaged thereby (“Class”);¹

¹ Excluded from the Class are: (a) Defendants; (b) GE’s subsidiaries and affiliates; (c) any officer, director, or controlling person of GE, and members of the Immediate Families of such persons; (d) any entity in which any Defendant has a controlling interest; (e) Defendants’ directors’ and officers’ liability insurance carriers, and any affiliates or subsidiaries thereof; and (f) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class are any persons and entities that submitted a request for exclusion in connection with Class Notice (defined below) as set forth on Appendix 1 to the Stipulation that do not opt back into the Class in connection with the Settlement. If and only if the Court permits a second opportunity for Class Members to request exclusion from the Class, also excluded from the Class shall be Future Excluded Persons (as defined in ¶1(w) of the Stipulation).

WHEREAS, pursuant to the Court's Order dated May 27, 2022 (ECF No. 336), notice was disseminated to potential members of the Class to notify them of, among other things: (i) the Action pending against GE and Jeffrey S. Bornstein (together, "Defendants"); (ii) the Court's certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion ("Class Notice");

WHEREAS, Court-appointed Class Representatives Sjunde AP-Fonden and The Cleveland Bakers and Teamsters Pension Fund (together, "Class Representatives"), on behalf of themselves and the other members of the Class, and Defendants (together with Class Representatives, the "Parties") have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated November 22, 2024 ("Stipulation"), subject to the approval of this Court ("Settlement");

WHEREAS, Class Representatives have made a motion, pursuant to Rule 23(e)(1) of the Federal Rules of Civil Procedure, for an order preliminarily approving the Settlement in accordance with the Stipulation and authorizing notice of the Settlement to Class Members as more fully described herein;

WHEREAS, the Court has read and considered: (i) Class Representatives' motion for preliminary approval of the Settlement and authorization to disseminate notice of the Settlement to the Class, and the papers filed and arguments made in connection therewith; and (ii) the Stipulation and the exhibits attached thereto; and

WHEREAS, unless otherwise defined in this Order, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

NOW THEREFORE, IT IS HEREBY ORDERED:

1. **Preliminary Approval of the Settlement** – The Court hereby preliminarily approves the Settlement, as embodied in the Stipulation, and finds, pursuant to Rule 23(e)(1)(B)(i) of the Federal Rules of Civil Procedure, that it will likely be able to finally approve the Settlement under Rule 23(e)(2) as being fair, reasonable, and adequate to the Class, subject to further consideration at the Settlement Hearing to be conducted as described below.

2. **Settlement Hearing** – The Court will hold a settlement hearing (“Settlement Hearing”) on _____, 2025 at __:__.m. in Courtroom 1105 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, for the following purposes: (a) to determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (b) to determine whether a Judgment substantially in the form attached as Exhibit B to the Stipulation should be entered dismissing the Action with prejudice against Defendants; (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the motion by Class Counsel for attorneys’ fees and Litigation Expenses should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Settlement Hearing shall be given to Class Members as set forth in paragraph 4 of this Order.

3. The Court may adjourn the Settlement Hearing without further notice to the Class, and may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class. The Court may decide to hold the Settlement Hearing by telephone or video conference without further mailed notice to the Class. If the Court

orders that the Settlement Hearing be conducted telephonically or by video conference, that decision will be posted on the case website. Any Class Member (or his, her, or its counsel) who wishes to appear at the Settlement Hearing should consult the Court's docket and/or the case website for any change in date, time, or format of the hearing.

4. **Retention of Claims Administrator and Manner of Giving Notice** – Class Counsel is hereby authorized to retain JND Legal Administration (“Claims Administrator” or “JND”), the administrator previously approved by the Court to administer the dissemination of Class Notice, to supervise and administer the notice procedure in connection with the proposed Settlement as well as the processing of Claims as more fully set forth below. Notice of the Settlement and the Settlement Hearing shall be provided as follows:

(a) not later than twenty-five (25) business days after the date of entry of this Order (“Notice Date”), the Claims Administrator shall cause the Postcard Notice, substantially in the form attached hereto as Exhibit 1, to be mailed by first-class mail and/or emailed to potential Class Members who were previously mailed and/or emailed a copy of the postcard Class Notice and any other potential Class Member who otherwise may be identified through reasonable effort, and shall cause a copy of the Notice and Claim Form, substantially in the forms attached hereto as Exhibits 2 and 4, respectively (“Notice Packet”), to be mailed to the brokers and other nominees (“Nominees”) contained in the Claims Administrator’s broker database;

(b) contemporaneously with the mailing of the Postcard Notice, the Claims Administrator shall cause copies of the Notice and Claim Form to be posted on the case website, www.GeneralElectricSecuritiesLitigation.com. In addition, the Claims Administrator will mail a copy of the Notice Packet to any person who makes such a request;

(c) not later than ten (10) business days after the Notice Date, the Claims Administrator shall cause the Summary Notice, substantially in the form attached hereto as Exhibit 3, to be published once in *The Wall Street Journal* and to be transmitted once over *PR Newswire*; and

(d) not later than seven (7) calendar days prior to the Settlement Hearing, Class Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing, posting, and publication.

5. **Approval of Form and Content of Notice** – The Court (a) approves, as to form and content, the Postcard Notice, Notice, Summary Notice, and Claim Form, attached hereto as Exhibits 1, 2, 3, and 4, respectively, and (b) finds that the mailing and distribution of the Postcard Notice and Notice Packet, the posting of the Notice and Claim Form on the case website, and the publication of the Summary Notice in the manner and form set forth in paragraph 4 of this Order (i) is the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under the circumstances, to apprise Class Members of the effect of the proposed Settlement (including the Releases to be provided thereunder), of Class Counsel's motion for attorneys' fees and Litigation Expenses, of their right to object to the Settlement, the Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses, of their right to opt back into the Class if they previously excluded themselves from the Class in connection with Class Notice, and of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules. The

date and time of the Settlement Hearing shall be included in the Postcard Notice, Notice, and Summary Notice before they are mailed, posted, and published, respectively.

6. **Nominee Procedures** – In the previously disseminated Class Notice, Nominees were advised that, if they purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive for the beneficial interest of any person or entity other than themselves, they must either: (i) within seven (7) calendar days of receipt of the Class Notice, request from JND sufficient copies of the postcard Class Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those postcard Class Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of the Class Notice, provide a list of the names and mailing addresses (and e-mail addresses, if available) of all such beneficial owners to JND.

(a) For Nominees who chose the first option (*i.e.*, elected to mail/email the postcard Class Notice directly to beneficial owners), JND shall forward the same number of Postcard Notices to such Nominees, and the Nominees shall, within seven (7) calendar days of receipt of the Postcard Notices, mail and/or email the Postcard Notices to their beneficial owners;

(b) For Nominees who chose the second option (*i.e.*, provided a list of names and addresses of beneficial owners to JND), JND shall promptly mail and/or email a Postcard Notice to each of the beneficial owners whose names and addresses the Nominee previously supplied. Unless the Nominee purchased or otherwise acquired GE common stock during the Class Period for beneficial owners whose names and addresses were not previously provided to JND, or the Nominees is aware of name and address changes for these beneficial owners, these Nominees need not take any further action;

(c) For Nominees who purchased or acquired GE common stock during the Class Period for beneficial owners whose names and addresses were not previously provided to JND or if a Nominee is aware of name and address changes for beneficial owners whose names and addresses were previously provided to JND, such Nominees shall within seven (7) calendar days of receipt of the Notice Packet, provide a list of the names and addresses of all such beneficial owners to JND, or shall request from JND sufficient copies of the Postcard Notice to forward to all such beneficial owners which the Nominee shall, within seven (7) calendar days of receipt of the Postcard Notices from JND, mail to the beneficial owners; and

(d) Upon full and timely compliance with this Order, Nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.10 per mailing record provided to the Claims Administrator; \$0.50 per Postcard Notice actually mailed, which amount includes postage; and \$0.10 per Postcard Notice sent via email. Such properly documented expenses incurred by Nominees in compliance with the terms of this Order shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

7. **CAFA Notice** – As provided in the Stipulation, Defendants shall serve the notice required under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.* (“CAFA”) no later than ten (10) calendar days following the filing of the Stipulation with the Court. Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) calendar days before the Settlement Hearing, Defendants shall cause to be served

on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

8. **Participation in the Settlement** – Class Members who wish to participate in the Settlement and to be eligible to receive a distribution from the Net Settlement Fund must complete and submit a Claim Form in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be postmarked no later than one hundred twenty (120) calendar days after the Notice Date. Notwithstanding the foregoing, Class Counsel may, at its discretion, accept for processing late Claims provided such acceptance does not delay the distribution of the Net Settlement Fund to the Class. By submitting a Claim, a person or entity shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim and the subject matter of the Settlement.

9. Each Claim Form submitted must satisfy the following conditions: (a) it must be properly completed, signed, and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (b) it must be accompanied by adequate supporting documentation for the transactions and holdings reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional and holding information found in a broker confirmation slip or account statement, or such other documentation as is deemed adequate by Class Counsel or the Claims Administrator; (c) if the person executing the Claim Form is acting in a representative capacity, a certification of his, her, or its current authority to act on behalf of the Class Member must be included in the Claim Form to the satisfaction of Class Counsel or the Claims Administrator; and (d) the Claim Form must be complete and contain no material deletions or modifications of any of the printed matter contained therein and must be signed under penalty of perjury.

10. Any Class Member that does not timely and validly submit a Claim Form or whose Claim is not otherwise approved by the Court: (a) shall be deemed to have waived his, her, or its right to share in the Net Settlement Fund; (b) shall be forever barred from participating in any distributions therefrom; (c) shall be bound by the provisions of the Stipulation and the Settlement and all proceedings, determinations, orders, and judgments in the Action relating thereto, including, without limitation, the Judgment or Alternate Judgment, if applicable, and the Releases provided for therein, whether favorable or unfavorable to the Class; and (d) will be barred from commencing, maintaining, or prosecuting any of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees, as more fully described in the Stipulation and Notice. Notwithstanding the foregoing, late Claim Forms may be accepted for processing as set forth in paragraph 8 above.

11. **No Second Opportunity to Request Exclusion From the Class** – In light of the extensive notice program undertaken in connection with class certification and the ample opportunity provided to Class Members to request exclusion from the Class at that time, as well as the notification they received that there may not be a second opportunity to opt out, the Court is exercising its discretion not to allow a second opportunity for Class Members to exclude themselves from the Class in connection with the Settlement proceedings. *See, e.g., Denney v. Deutsch Bank AG*, 443 F.3d 253, 271 (2d Cir. 2006).

12. **Opting Back Into the Class** – Any person or entity who or which previously submitted a request for exclusion in connection with Class Notice as set forth in Appendix 1 to the Stipulation, may elect to opt back into the Class and be eligible to receive a payment from the Settlement Fund. Any person or entity set forth on Appendix 1 to the Stipulation who wishes to opt back into the Class must either, individually or through counsel, request to opt back into the

Class in writing within the time and in the manner set forth in the Notice, which provides that any such request to opt back into the Class must be mailed or delivered such that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing, to the Claims Administrator at: *General Electric Securities Litigation*, c/o JND Legal Administration, P.O. Box 91449, Seattle, WA 98111. Each request to opt back into the Class must: (a) state the name, address and telephone number of the person or entity requesting to opt back into the Class; (b) state that such person or entity “requests to opt back into the Class in *Sjunde AP-Fonden, et al. v. General Electric Company, et al.*, Case No. 1:17-cv-8457-JMF (S.D.N.Y.)”; and (c) be signed by the person or entity requesting to opt back into the Class or an authorized representative. You may not opt back into the Class for the purpose of objecting to any aspect of the Settlement, Plan of Allocation, or Class Counsel’s motion for attorneys’ fees and Litigation Expenses.

13. Any person or entity who or which previously submitted a request for exclusion from the Class in connection with Class Notice and does not opt back into the Class in accordance with the requirements set forth in this Order and the Notice, remains excluded from the Class and shall not be a Class Member, shall not be bound by the terms of the Settlement or the Stipulation, or of any other orders or judgments in the Action, and shall have no right to receive any payment from the Net Settlement Fund.

14. **Appearance and Objections at Settlement Hearing** – Any Class Member may enter an appearance in the Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice, by filing a notice of appearance with the Court. Any Class Member who or which does not enter an appearance will be represented by Class Counsel.

15. Any Class Member may file a written objection to the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel’s motion for attorneys’ fees and Litigation

Expenses and appear and show cause, if he, she, or it has any cause, why the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses should not be approved; *provided, however*, that no Class Member shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the proposed Plan of Allocation, and/or the motion for attorneys' fees and Litigation Expenses unless that person or entity has filed a written objection with the Court and served copies of such objection on Class Counsel and Defendants' Counsel at the addresses set forth below such that they are received no later than twenty-one (21) calendar days prior to the Settlement Hearing.

Clerk's Office

United States District Court
Southern District of New York
Thurgood Marshall United States Courthouse
40 Foley Square
New York, NY 10007

Class Counsel

Kessler Topaz Meltzer & Check, LLP
Sharan Nirmul, Esq.
280 King of Prussia Road
Radnor, PA 19087

Defendants' Counsel

Latham & Watkins LLP
Sean Berkowitz, Esq.
330 North Wabash Avenue, Suite 2800
Chicago, IL 60611

16. Any objections, filings, and other submissions by the objecting Class Member must include: (1) the name of this proceeding, *Sjunde AP-Fonden, et al. v. General Electric Company, et al.*, Case No. 1:17-cv-8457-JMF (S.D.N.Y.); (2) the objector's full name, current address, and telephone number; (3) the objector's signature; (4) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and

every objection and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (5) documents sufficient to prove membership in the Class, including documents showing the number of shares of GE common stock that the objecting Class Member (A) held as of the opening of trading on February 29, 2016 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. The documentation establishing membership in the Class must consist of copies of brokerage confirmation slips or monthly brokerage account statements, or an authorized statement from the objector's broker containing the transactional and holding information found in a broker confirmation slip or account statement.

17. Any Class Member who wishes to be heard orally at the Settlement Hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Class Counsel's motion for attorneys' fees and Litigation Expenses must also file a notice of appearance with the Court so that it is received no later than twenty-one (21) calendar days prior to the Settlement Hearing. Objectors who enter an appearance and desire to present evidence at the Settlement Hearing in support of their objection must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing.

18. Any Class Member who or which does not make his, her, or its objection in the manner provided herein shall be deemed to have waived his, her, or its right to object to any aspect of the proposed Settlement, the proposed Plan of Allocation, and Class Counsel's motion for attorneys' fees and Litigation Expenses and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses, or from otherwise being heard concerning the

Settlement, the Plan of Allocation, or the requested attorneys' fees and Litigation Expenses in this or any other proceeding.

19. **Stay and Temporary Injunction** – Until otherwise ordered by the Court, the Court stays all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Class Representatives, and all other members of the Class, from commencing or prosecuting any and all of the Released Plaintiffs' Claims against each and all of the Defendants' Releasees.

20. **Settlement Administration Fees and Expenses** – All reasonable Notice and Administration Costs shall be paid from the Settlement Fund in accordance with the terms set forth in the Stipulation without further order of the Court.

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

22. **Taxes** – Class Counsel is authorized and directed to prepare any tax returns and any other tax reporting form for or in respect to the Settlement Fund, to pay from the Settlement Fund any Taxes owed with respect to the Settlement Fund, and to otherwise perform all obligations with respect to Taxes and any reporting or filings in respect thereof without further order of the Court in a manner consistent with the provisions of the Stipulation.

23. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation, the Settlement is not approved, or the Effective Date of the Settlement otherwise fails

to occur, this Order shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Stipulation, and this Order shall be without prejudice to the rights of Class Representatives, the other Class Members, and Defendants, and Class Representatives and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on October 16, 2024, as provided in the Stipulation.

24. **Use of this Order** – Neither this Order, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties’ mediations and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants’ Releasees with respect to the truth of any fact alleged by Class Representatives or the validity or infirmity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants’ Releasees or in any way referred to for any other reason as against any of the Defendants’ Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; (b) shall be offered against any of the Plaintiffs’ Releasees, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of

the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or (c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; *provided, however*, that if the Stipulation is approved by the Court, the Parties and the Releasees and their respective counsel may refer to it to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

25. **Supporting Papers** – Class Counsel shall file and serve the opening papers in support of the proposed Settlement, the proposed Plan of Allocation, and Class Counsel's motion for attorneys' fees and Litigation Expenses no later than thirty-five (35) calendar days prior to the Settlement Hearing; and reply papers, if any, shall be filed and served no later than seven (7) calendar days prior to the Settlement Hearing.

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

SO ORDERED this _____ day of _____, 2024.

The Honorable Jesse M. Furman
United States District Judge

***THIS POSTCARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE SETTLEMENT.
PLEASE VISIT WWW.GENERALELECTRICSECURITIESLITIGATION.COM FOR MORE INFORMATION.***

The parties in the securities class action captioned *Sjunde AP-Fonden, et al. v. General Electric Co., et al.*, No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.) (“Action”) have reached a proposed settlement of the claims asserted in the Action against General Electric Company (“GE”) and Jeffrey S. Bornstein (together, “Defendants”). If approved, the Settlement will resolve the Action in which Court-appointed Class Representatives Sjunde AP-Fonden and The Cleveland Bakers and Teamsters Pension Fund generally alleged Defendants’ public disclosures concealed material facts concerning, among other things, GE’s reliance on intercompany factoring transactions to offset weaknesses in GE Power’s cash flows from operations during the relevant time period. Class Representatives further alleged that the price of GE common stock was artificially inflated as a result of Defendants’ allegedly false and misleading statements, and declined when the alleged corrective disclosures were made. Defendants deny any liability or wrongdoing. You received this notice because you, or an investment account for which you serve as a custodian, may be a member of the following Court-certified Class: **All persons and entities that purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive (“Class Period”) and were damaged thereby.**

Pursuant to the Settlement, Defendants have agreed to pay \$362,500,000 in cash, which, after deducting Court-awarded fees and expenses, notice and administration costs, and taxes, will be allocated among Class Members who submit valid claims, in exchange for the Settlement and the release of all claims asserted in the Action and related claims. **For additional information regarding the Settlement, please review the full Notice available at www.GeneralElectricSecuritiesLitigation.com.** If you are a Class Member, your *pro rata* share of the Settlement will depend on the number of valid claims submitted, and the number, size, and timing of your transactions in GE common stock during the Class Period. If all Class Members elect to participate in the Settlement, the estimated average recovery will be \$0.05 per eligible share of GE common stock *before* deducting any fees and expenses. Your actual share of the Settlement will be determined pursuant to the Plan of Allocation set forth in the full Notice, or other plan of allocation ordered by the Court.

To qualify for a payment from the Settlement, you must submit a valid Claim Form. The Claim Form can be found and submitted on the case website, or you can request that one be mailed to you. **Claims must be postmarked (if mailed), or submitted online, by _____, 2025.** If you want to object to any aspect of the Settlement, you must file and serve an objection by _____, 2025. Because Class Members were previously provided the opportunity to request exclusion from the Class in connection with class certification, the Court is not permitting a second opportunity to request exclusion in connection with the Settlement proceedings. If you previously requested exclusion from the Class in connection with class certification and wish to opt back into the Class to be eligible to receive a payment from the Settlement, you must submit a request to opt back into the Class by _____, 2025. The full Notice provides instructions on how to submit a Claim, how to object, and how to opt back into the Class if you previously excluded yourself, and you must comply with all of the instructions in the Notice.

The Court will hold a hearing on _____, 2025 at __: __.m., to consider, among other things, whether to approve the Settlement and a request by the lawyers representing the Class for up to 25% of the Settlement Fund in attorneys’ fees, plus payment of litigation expenses of no more than \$10 million (which equals a cost of approximately \$0.01 per eligible share of GE common stock). You may attend the hearing and ask to be heard by the Court, but you do not have to. **For more information about the Settlement, call 1-844-202-9485, send an email to info@GeneralElectricSecuritiesLitigation.com, or visit the case website, www.GeneralElectricSecuritiesLitigation.com.**

General Electric Securities Litigation
c/o JND Legal Administration
P.O. Box 91449
Seattle, WA 98111

COURT-ORDERED LEGAL NOTICE

Sjunde AP-Fonden, et al. v. General Electric Co., et al.,
No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.)

Your legal rights may be affected by this securities class action. You may be eligible for a cash payment from the Settlement. Please read this Postcard Notice carefully.

**For more information, please visit
www.GeneralElectricSecuritiesLitigation.com
or call toll free 1-844-202-9485.**

[ADD QR CODE LINKING
TO WEBSITE HERE]

EXHIBIT A-2

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SJUNDE AP-FONDEN and THE
CLEVELAND BAKERS AND
TEAMSTERS PENSION FUND,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, et al.,

Defendants.

Case No. 1:17-cv-8457-JMF

Hon. Jesse M. Furman

**NOTICE OF (I) PROPOSED SETTLEMENT; (II) SETTLEMENT HEARING; AND
(III) MOTION FOR ATTORNEYS' FEES AND LITIGATION EXPENSES**

**TO: ALL PERSONS AND ENTITIES WHO PURCHASED OR ACQUIRED
GENERAL ELECTRIC COMPANY ("GE") COMMON STOCK BETWEEN
FEBRUARY 29, 2016 AND JANUARY 23, 2018, INCLUSIVE ("CLASS
PERIOD") AND WERE DAMAGED THEREBY ("CLASS").**

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

NOTICE OF PROPOSED SETTLEMENT: This Notice has been issued pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York ("Court").¹ Please be advised that the Court-appointed Class Representatives Sjunde AP-Fonden ("AP7") and The Cleveland Bakers and Teamsters Pension Fund ("Cleveland Bakers" and together with AP7, "Class Representatives") have reached a proposed settlement of the above-captioned securities class action ("Action") for **\$362,500,000** in cash ("Settlement") with defendants GE and Jeffrey S. Bornstein (together, "Defendants"). If approved by the Court, the Settlement will resolve all claims in the Action, including Class Representatives' claims that Defendants violated the federal securities laws by making materially false or misleading statements and omissions during the Class Period regarding, among other things, GE's reliance on intercompany factoring transactions to offset weaknesses in GE Power's cash flows from operations. The history of the Action and the claims being released by the Settlement are detailed in ¶¶ 4-32 and ¶¶ 44-50 herein.

¹ All capitalized terms not defined in this Notice have the meanings provided in the Stipulation and Agreement of Settlement, filed with the Court on November 25, 2024 ("Stipulation"). The Stipulation can be viewed at www.GeneralElectricSecuritiesLitigation.com.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Class, your legal rights will be affected whether or not you act.

If you have questions about this Notice, the proposed Settlement, or your eligibility to participate in the Settlement, please **DO NOT** contact the Court, the Clerk's Office, Defendants, or Defendants' Counsel. All questions should be directed to the Claims Administrator or Class Counsel (*see* ¶ 83 below).

Additional information about the Settlement is available on the website for the Action, www.GeneralElectricSecuritiesLitigation.com.

- **Statement of the Class's Recovery:** Subject to Court approval, Class Representatives, on behalf of themselves and the Class, have agreed to settle the Action in exchange for a settlement payment of \$362,500,000 in cash ("Settlement Amount") to be deposited into an escrow account. The Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon ("Settlement Fund") less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed in accordance with a plan of allocation approved by the Court, which will determine how the Net Settlement Fund shall be allocated among members of the Class. The proposed plan of allocation ("Plan of Allocation") is attached hereto as Appendix A.

- **Estimate of Average Amount of Recovery Per Share:** Class Representatives' damages expert estimates that 7,399,543,564 shares of GE common stock purchased during the Class Period may have been affected by the conduct at issue in the Action and eligible to participate in the Settlement. If all eligible Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs as described herein) will be approximately \$0.05 per eligible share of GE common stock. **Class Members should note, however, that this is only an estimate based on the overall number of potentially eligible shares.** Some Class Members may recover more or less than this estimated amount depending on: (i) when and the price at which they purchased/acquired/sold their GE common stock; (ii) the total number and value of valid Claims submitted; (iii) the amount of Notice and Administration Costs; and (iv) the amount of attorneys' fees and Litigation Expenses awarded by the Court. Distributions to Class Members will be made based on the Plan of Allocation attached hereto as Appendix A or such other plan of allocation as may be ordered by the Court.

- **Statement of Potential Outcome of the Case:** The Parties do not agree on whether Class Representatives would have prevailed on their claims against Defendants. Nor do they agree on whether and to what extent the Class suffered any damages, including the average amount of damages per share that would be recoverable if Class Representatives were to prevail in the Action. Among other things, Defendants do not agree with the assertion that they violated the federal securities laws or that any damages were suffered by any members of the Class as a result of their conduct. Defendants have denied and continue to deny any and all allegations of wrongdoing or fault asserted in the Action, deny that they have committed any act or omission giving rise to any

liability or violation of law, and deny that Class Representatives and the Class have suffered any loss attributable to Defendants' actions or omissions.

- **Attorneys' Fees and Expenses Sought:** Court-appointed Class Counsel, Kessler Topaz Meltzer & Check, LLP ("Kessler Topaz"), and Court-appointed Liaison Counsel, Grant & Eisenhofer P.A. ("Grant & Eisenhofer"), have prosecuted this Action on a wholly contingent basis and have not received any attorneys' fees (or payment of expenses) for their representation of the Class. For their efforts, Class Counsel and Liaison Counsel will apply to the Court for attorneys' fees in an amount not to exceed 25% of the Settlement Fund.² Class Counsel and Liaison Counsel will also apply for payment of Litigation Expenses incurred in connection with the institution, prosecution, and resolution of the Action, in an amount not to exceed \$10 million, which amount may include a request for reimbursement of the reasonable costs incurred by Class Representatives directly related to their representation of the Class in accordance with 15 U.S.C. §78u-4(a)(4). Any fees and expenses awarded to counsel will be paid from the Settlement Fund along with any interest earned at the same rate as earned by the Class on the Settlement Fund. If the Court approves the maximum amount of the foregoing fees and expenses, the estimated average cost will be approximately \$0.01 per eligible share of GE common stock. **Please note that this is only an estimate.**

- **Identification of Attorneys' Representatives:** Class Representatives and the Class are represented by Class Counsel Sharan Nirmul, Esq. of Kessler Topaz Meltzer & Check, LLP, 280 King of Prussia Road, Radnor, PA 19087, 1-610-667-7706, info@ktmc.com, www.ktmc.com. Other representatives from Class Counsel are listed in ¶ 83 below. The Class is also represented by Liaison Counsel Grant & Eisenhofer P.A., 485 Lexington Avenue, New York, NY 10017. Further information regarding the Action, the Settlement, and this Notice also may be obtained by contacting the Claims Administrator at: *General Electric Securities Litigation*, c/o JND Legal Administration, P.O. Box 91449, Seattle, WA 98111; 1-844-202-9485; info@GeneralElectricSecuritiesLitigation.com; or by visiting the case website, www.GeneralElectricSecuritiesLitigation.com.

- **Reasons for the Settlement:** Class Representatives' principal reason for entering into the Settlement is the near-term cash benefit for the Class without the substantial risk or the delays and costs inherent in further litigation. Here, had the Settlement not been reached, the Parties would have proceeded to a jury trial. Indeed, the Settlement was reached just prior to trial, which was scheduled to commence on November 11, 2024. The benefit of the Settlement must be considered against the risk that a smaller recovery—or no recovery at all—might be achieved after trial, or after the likely appeals that would have followed a trial, including individual reliance challenges that necessarily would have followed any trial victory for the Class. Defendants, who deny all allegations of wrongdoing or liability whatsoever and deny that any Class Member was damaged,

² Prior to the Court's April 12, 2018 order re-opening the lead plaintiff appointment process, Labaton Keller Sucharow LLP ("Labaton") had been appointed as counsel for the putative class. Class Counsel will reimburse Labaton for its time spent from any attorneys' fees awarded by the Court and seek on its behalf reimbursement of its reasonable expenses.

are entering into the Settlement solely to eliminate the uncertainty, burden, and expense of further litigation.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT:	
SUBMIT A CLAIM FORM POSTMARKED (IF MAILED), OR ONLINE, NO LATER THAN _____, 2025.	This is the only way to be eligible to receive a payment from the Settlement. If you are a Class Member, you will be bound by the Settlement as approved by the Court and you will give up any Released Plaintiffs’ Claims (defined in ¶ 45 below) that you have against Defendants and the other Defendants’ Releasees (defined in ¶ 46 below), so it is in your interest to submit a Claim Form.
OPT BACK INTO THE CLASS IF YOU PREVIOUSLY EXCLUDED YOURSELF FROM THE CLASS BY SUBMITTING A WRITTEN REQUEST TO OPT BACK INTO THE CLASS SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you previously submitted a request for exclusion from the Class in connection with Class Notice and now want to be part of the Class so that you can submit a Claim and be eligible to receive a payment from the Settlement, you must follow the steps for “Opting Back Into the Class” as set forth in ¶¶ 64-67 below. If you previously submitted a request for exclusion from the Class in connection with Class Notice and wish to remain excluded from the Class, no further action is necessary.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	If you do not like the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses, you may object by writing to the Court (as described in ¶¶ 72-78 below). In order to object, you must be a member of the Class.
GO TO A HEARING ON _____, 2025 AT __: __ .M. AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS RECEIVED NO LATER THAN _____, 2025.	Ask to speak in Court at the Settlement Hearing, at the discretion of the Court, about the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses.
DO NOTHING.	Get no payment from the Settlement. You will, however, remain a member of the Class, which means that you give up any right you may have to sue about the claims that are being resolved by the Settlement and you will be bound by any judgments or orders entered by the Court in the Action.

These rights and options – and the deadlines to exercise them – are further explained in this Notice. **Please Note:** The date and time of the Settlement Hearing – currently scheduled for _____, 2025 at __: __ .m. – is subject to change without further written notice to the Class. It is also within the Court’s discretion to hold the hearing in person or by telephone

or video conference. If you plan to attend the Settlement Hearing, you should check the website www.GeneralElectricSecuritiesLitigation.com or with Class Counsel to confirm that no change to the date and/or time of the hearing has been made.

WHAT THIS NOTICE CONTAINS

What Is The Purpose Of This Notice?	Page __
What Is This Case About?	Page __
Why Is This Case A Class Action?	Page __
How Do I Know If I Am Affected By The Settlement?	
Who Is Included In The Class?	Page __
What Are Class Representatives’ Reasons For The Settlement?	Page __
What Might Happen If There Were No Settlement?	Page __
How Are Class Members Affected By The Action And The Settlement?	Page __
How Do I Participate In The Settlement? What Do I Need To Do?	Page __
How Much Will My Payment Be?	Page __
What Payment Are The Attorneys For The Class Seeking?	
How Will The Lawyers Be Paid?	Page __
What If I Previously Requested Exclusion from the Class And Now Want To Be Eligible To Receive A Payment From The Settlement?	
How Do I Opt Back Into The Class?	Page __
When And Where Will The Court Decide Whether To Approve The Settlement? Do I Have To Come To The Hearing? May I Speak At The Hearing If I Don’t Like The Settlement?	Page __
What If I Bought GE Common Stock On Someone Else’s Behalf?	Page __
Can I See The Court File? Whom Should I Contact If I Have Questions?	Page __
Proposed Plan of Allocation of Net Settlement Fund Among Authorized Claimants	Appendix A

WHAT IS THE PURPOSE OF THIS NOTICE?

1. The Court has directed the issuance of this Notice to inform potential Class Members about the Action and the proposed Settlement and their options in connection therewith before the Court rules on the Settlement. Additionally, Class Members have the right to understand how this class action lawsuit may generally affect their legal rights.
2. This Notice explains the Action, the Settlement, Class Members’ legal rights, what benefits are available under the Settlement, who is eligible for the benefits, and how to get them.
3. The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Settlement. If the Court approves the Settlement and the Plan of Allocation (or some other plan of allocation), the Claims Administrator will make payments to eligible Class Members pursuant to the Settlement after any objections and appeals are resolved.

WHAT IS THIS CASE ABOUT?

4. This is a securities class action against Defendants for alleged violations of the federal securities laws. Plaintiffs generally alleged that Defendants' public disclosures during the Class Period concealed material facts concerning, among other things, GE's reliance on intercompany factoring transactions to offset weaknesses in GE Power's cash flows from operations during the relevant time period. Plaintiffs further alleged that the price of GE common stock was artificially inflated as a result of Defendants' allegedly false and misleading statements, and declined when the truth was revealed through a series of partial corrective disclosures. Defendants deny all of the allegations of wrongdoing asserted in the Action and deny any liability whatsoever to any member of the Class.

5. The Action commenced on November 1, 2017, with the filing of the initial complaint in the Court, asserting violations of the federal securities laws against GE and certain of its executives.

6. Thereafter, in accordance with the Private Securities Litigation Reform Act of 1995 ("PSLRA"), notice to the public was issued stating the deadline by which putative class members could move the Court for lead plaintiff appointment. Several parties moved for lead plaintiff appointment. Following briefing on the motions, a motion to intervene, a motion to vacate the originally appointed lead plaintiff, and a re-opened lead plaintiff appointment process, the Court appointed AP7 as Lead Plaintiff and approved AP7's selection of Kessler Topaz as Lead Counsel for the class on May 30, 2018.

7. On July 23, 2018, AP7, along with additional Plaintiff Cleveland Bakers, filed the Third Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws ("Third Amended Complaint").³ The Third Amended Complaint asserted claims under Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 ("Exchange Act") and Rule 10b-5 promulgated thereunder, against GE, Jeffrey S. Bornstein, Jeffrey R. Immelt, Jamie S. Miller, Keith S. Sherin, Jan R. Hauser, and Richard A. Laxer, on behalf of investors that purchased or otherwise acquired GE common stock from February 27, 2013, through January 23, 2018, inclusive.

8. On September 12, 2018, defendants moved to dismiss the Third Amended Complaint. Plaintiffs opposed defendants' motion on October 12, 2018, and Defendants filed a reply in further support of their motion on October 29, 2018.

9. Pursuant to Joint Stipulation, Plaintiffs filed the Fourth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws on October 17, 2018 ("Fourth Amended Complaint").

³ The originally appointed and vacated lead plaintiff filed the Consolidated Amended Class Action Complaint for Violations of the Federal Securities Laws and the Second Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws on March 20, 2018 and April 10, 2018, respectively.

10. By Opinion and Order dated August 29, 2019, the Court granted in part and denied in part defendants' motion to dismiss the Fourth Amended Complaint. By the same Opinion and Order, the Court granted Plaintiffs leave to amend.

11. On October 25, 2019, Plaintiffs filed the Fifth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws ("Fifth Amended Complaint"). Defendants moved to dismiss the Fifth Amended Complaint on December 18, 2019. Plaintiffs opposed defendants' motion on January 31, 2020, and defendants filed a reply in further support of their motion on February 28, 2020.

12. By Opinion and Order dated January 29, 2021, the Court granted in part and denied in part defendants' motion to dismiss the Fifth Amended Complaint. Specifically, the Court denied the motion as to (1) Plaintiffs' Section 10(b) and Rule 10b-5 claims concerning (a) factoring in GE's 2016 Form 10-K and (b) GE's failure to disclose factoring in its class period financial statements from 2015 on, against GE and Bornstein; and (2) Plaintiffs' corresponding Section 20(a) control person claims against Bornstein. By its Opinion and Order, the Court dismissed the remainder of the Fifth Amended Complaint and dismissed Jeffrey R. Immelt, Jamie S. Miller, Keith S. Sherin, Jan R. Hauser, and Richard A. Laxer as defendants in the Action.⁴

13. On February 12, 2021, Defendants answered the Fifth Amended Complaint, denying the claims and asserting their affirmative defenses. On February 25, 2021, the Parties appeared before the Court and participated in an initial pretrial conference.

14. Thereafter, discovery in the Action commenced. On May 21, 2021, Plaintiffs moved for class certification ("Class Certification Motion"), which was accompanied by a report from Plaintiffs' expert, David I. Tabak, Ph.D. ("Dr. Tabak").

15. Also on August 9, 2021, Defendants moved for leave to file an early summary judgment motion on loss causation. On August 16, 2021, Plaintiffs opposed Defendants' motion, which included a request to submit (and appended) a reply expert report from Dr. Tabak. The Court denied Defendants' motion on August 22, 2021.

16. On August 30, 2021, Defendants opposed Plaintiffs' Class Certification Motion.⁵ Plaintiffs filed a reply in support of their motion on October 29, 2021.

17. On September 2, 2021, Defendants filed a second motion for leave to file an early partial summary judgment motion on loss causation, which attached a rebuttal expert report from

⁴ The Court also dismissed John L. Flannery ("Flannery") as a defendant in the Action. Flannery was not named as a defendant in the Third Amended Complaint and Plaintiffs' subsequent pleadings.

⁵ On the same day, named plaintiffs in a consolidated class action pending in the Supreme Court of the State of New York, County of New York, Index No. 653648/2018, filed a Motion to Intervene for the Limited Purpose of Filing Partial Opposition to Plaintiffs' Motion for Class Certification.

Mr. Fischel. On September 9, 2021, Plaintiffs opposed Defendants' motion. The Court denied Defendants' motion on September 17, 2021.

18. On September 24, 2021, the Court denied as premature Plaintiffs' letter motion requesting permission to seek more than 15 fact witness depositions.

19. On January 19, 2022, based on new facts obtained through their discovery efforts, Plaintiffs moved for leave to file the Sixth Amended Complaint (defined below), attaching the draft pleading. Defendants opposed Plaintiffs' motion on February 3, 2022.

20. By Opinion and Order dated April 11, 2022 ("Class Certification Order"), the Court granted Plaintiffs' Class Certification Motion. Specifically, the Court (i) certified a class of all persons and entities that purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive and were damaged thereby; (ii) appointed AP7 and Cleveland Bakers as Class Representatives; and (iii) appointed Kessler Topaz and Grant & Eisenhofer as Class Counsel and Liaison Counsel, respectively. By the same Opinion and Order, the Court granted Plaintiffs' motion for leave to file a sixth amended complaint.

21. On May 13, 2022, Class Representatives filed the Sixth Amended Consolidated Class Action Complaint for Violations of the Federal Securities Laws ("Sixth Amended Complaint" or "Complaint"), asserting claims for violations of Sections 10(b) and 20(a) of the Exchange Act. Defendants answered the Complaint on June 10, 2022.

22. On May 26, 2022, Class Representatives filed a motion to approve the form and manner of notice to the Class, which the Court granted on May 27, 2022 ("Class Notice Order"). Among other things, the Court found that the proposed Class Notice met the requirements of Federal Rule of Civil Procedure 23 and due process and constituted the best notice practicable under the circumstances. Class Notice was mailed to potential Class Members beginning on June 16, 2022 and a summary notice of the pendency of the Action as a class action was published in *The Wall Street Journal* and transmitted over *PR Newswire* on June 24, 2022. Pursuant to the Court's Class Notice Order, Class Notice provided Class Members with the opportunity to request exclusion from the Class, explained that right, and set forth the procedures for doing so.⁶ The deadline for submitting requests for exclusion was August 15, 2022. A total of 318 requests for exclusion from the Class were received.

23. On September 6, 2022, Defendants moved for summary judgment with prejudice pursuant to Federal Rule of Civil Procedure 56. On the same day, Defendants filed motions to exclude the testimony of Class Representatives' experts, Dr. Tabak and S.P. Kothari. Alongside these motions, Defendants filed a Statement of Material Facts. Class Representatives opposed these motions on November 4, 2022 and filed their Response to Defendants' Statement of Material Facts and Plaintiffs' Statement of Additional Material Facts Introduced by Plaintiffs in Opposition

⁶ The Class Notice stated that it would be within the Court's discretion whether to permit a second opportunity to request exclusion if there was a settlement. The Class Notice also informed Class Members that if they chose to remain a member of the Class, they would "be bound by all past, present, and future orders and judgments in the Action, whether favorable or unfavorable."

to Defendants' Motion for Summary Judgment. Also on November 4, 2022, Class Representatives filed motions to exclude certain testimony of Defendants' expert, Christopher J. Russo, to exclude the testimony of Mr. Fischel, and to strike a supplemental declaration of Mr. Fischel submitted in connection with Defendants' motion for summary judgment. These motions were fully briefed.

24. By Opinion and Order dated September 28, 2023, the Court denied Defendants' motion for summary judgment, except as to claims arising from alleged corrective disclosures between November 2017 and January 2018. By the same Opinion and Order, the Court granted in part and denied in part the Parties' respective motions to exclude certain expert testimony and granted Class Representatives' motion to strike the supplemental declaration of Mr. Fischel.

25. On October 12, 2023, Defendants moved for reconsideration of the Court's September 23, 2023 Opinion and Order. Class Representatives opposed the motion on October 26, 2023, and Defendants filed a reply in further support of their motion on November 2, 2023.

26. Throughout the fall of 2023, the Parties engaged in substantial trial preparation and negotiation over the contents of pretrial submissions, holding numerous meet-and-confers. On December 20, 2023, the Parties filed a Joint Pretrial Statement, which included the Parties' witness lists, affirmative and counter deposition designations, proposed and competing jury charges and position statements, proposed and competing verdict forms and competing position statements, proposed *voir dire* and jury questionnaires, and exhibit lists (along with corresponding objections). Also on December 20, 2023, the Parties filed their respective *in limine* motions and competing motions to bifurcate the trial.

27. Thereafter, the Parties continued to engage in substantial trial preparations, including briefing on their respective motions to bifurcate and *in limine* motions and responding and objecting to designated deposition testimony and exhibits. On January 11, 2024, the Parties filed their respective oppositions to the motions to bifurcate and motions *in limine*.

28. By Memorandum Opinion and Order dated March 21, 2024, the Court denied Defendants' motion for reconsideration, except as to the Court's prior decision to strike Mr. Fischel's declaration, and granted Plaintiffs' motion to bifurcate trial.

29. Trial was scheduled to commence on November 11, 2024.

30. The Parties participated in three confidential mediation sessions before former United States District Court Judge Layn Phillips on August 11, 2022, November 2, 2023 and August 23, 2024. Prior to each mediation, the Parties exchanged and also submitted to Judge Phillips detailed mediation statements with exhibits. Although the Parties could not reach an agreement to resolve the Action during those mediations, they continued their discussions after each with Judge Phillips. On October 10, 2024, the Parties reached an agreement to resolve the Action and executed a term sheet on October 16, 2024.

31. After additional negotiations regarding the terms of their agreement, the Parties entered into the Stipulation on November 22, 2024. The Stipulation, which sets forth the full terms and conditions of the Settlement, can be viewed at www.GeneralElectricSecuritiesLitigation.com.

32. On _____, 2024, the Court preliminarily approved the Settlement, authorized notice of the Settlement to be provided to potential Class Members, and scheduled the Settlement Hearing to consider whether to grant final approval of the Settlement.

WHY IS THIS CASE A CLASS ACTION?

33. In a class action, one or more persons or entities (in this case, Class Representatives) sue on behalf of persons and entities that have similar claims. Together, these persons and entities are a “class,” and each is a “class member.” Bringing a case, such as this one, as a class action allows the adjudication of many individuals’ similar claims that might be too small to bring economically as separate actions. One court resolves the issues for all class members at the same time, except for those who exclude themselves, or “opt out,” from the class.

**HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?
WHO IS INCLUDED IN THE CLASS?**

34. If you are a member of the Class, you are subject to the Settlement unless you are excluded from the Class as set forth below. The Class certified by the Court pursuant to Opinion and Order dated April 11, 2022 consists of:

All persons or entities who purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive and were damaged thereby.

Excluded from the Class are: (a) Defendants; (b) GE’s subsidiaries and affiliates; (c) any officer, director, or controlling person of GE, and members of the Immediate Families of such persons; (d) any entity in which any Defendant has a controlling interest; (e) Defendants’ directors’ and officers’ liability insurance carriers, and any affiliates or subsidiaries thereof; and (f) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class are any persons and entities that submitted a request for exclusion in connection with Class Notice as set forth on Appendix 1 to the Stipulation that do not opt back into the Class in accordance with the instructions set forth herein (*see* ¶ 66 below).

PLEASE NOTE: Receipt of this Notice or the Postcard Notice does not mean that you are a Class Member or that you will be entitled to a payment from the Settlement. If you are a Class Member and you wish to be eligible to receive a payment from the Settlement, you are required to submit a Claim Form and the required supporting documentation as set forth in the Claim Form postmarked (if mailed), or online via the case website, www.GeneralElectricSecuritiesLitigation.com, no later than _____, 2025.

WHAT ARE CLASS REPRESENTATIVES’ REASONS FOR THE SETTLEMENT?

35. The Settlement is the result of nearly seven years of hard-fought litigation and extensive, arm’s-length negotiations by the Parties and was reached just before a trial of the Action

was set to commence. Class Representatives believe that the claims asserted against Defendants have merit; however, they recognized the substantial risks they faced in successfully obtaining a favorable verdict for the Class at trial and through the likely appeals that would follow.

36. In particular, Class Representatives recognized that Defendants had significant defenses to their claims which they would continue to aggressively assert at trial. For example, Defendants asserted that the statements at issue in the Action were not false at the time they were made and that Class Representatives would be unable to establish that Defendants did not legitimately believe the truth of such statements. Relatedly, Defendants contended that they did not act with the required intent, or “scienter.” Class Representatives also faced challenges with respect to establishing that the stock price decline was attributable to the alleged false statements sustained by the Court and not caused by other industry factors (i.e., market downturn), and thus the actual damages a jury might award.

37. Moreover, taking a case such as this one to trial would be challenging. Here, the theory of this case was extremely complicated and it would have been challenging to present a simple story to a jury. Further, the case involved GE’s factoring of long-term receivables. Factoring generally is a legitimate business practice used by many companies and there was a real risk that jurors would focus on the common use of factoring instead of the specific ways in which GE was factoring and the accuracy of GE’s disclosures. Had the jury accepted any of Defendants’ arguments or viewed the facts in favor of Defendants in whole or in part, Class Representatives’ ability to obtain a recovery for the Class could have been reduced or eliminated. Further, even if completely or partly successful at trial, Class Representatives would still have to prevail on the appeals that would likely follow. Thus, there were significant risks attendant to the continued prosecution of the Action, including the risk of zero recovery.

38. In light of these risks, the Settlement Amount, and the near-term recovery to the Class, Class Representatives and Class Counsel believe that the proposed Settlement is fair, reasonable, and adequate, and in the best interests of the Class. Class Representatives and Class Counsel believe that the Settlement provides a favorable result for the Class, namely \$362,500,000 in cash (less the various deductions described in this Notice), as compared to the risk that the claims in the Action would produce a smaller, or no, recovery after trial, and appeals, possibly years in the future.

39. Defendants have denied the claims asserted against them in the Action and deny having engaged in any wrongdoing or violation of law of any kind whatsoever. Defendants have agreed to the Settlement to eliminate the burden and expense of continued litigation, and the Settlement may not be construed as an admission of any wrongdoing by Defendants in this or any other action or proceeding.

WHAT MIGHT HAPPEN IF THERE WERE NO SETTLEMENT?

40. If there were no Settlement and Class Representatives failed to establish any essential element of their claims against Defendants at trial, neither Class Representatives nor the other members of the Class would recover anything from Defendants. Also, if Defendants were

successful in proving any of their defenses at trial, or on appeal, the Class could recover substantially less than the amount provided in the Settlement, or nothing at all.

**HOW ARE CLASS MEMBERS AFFECTED BY THE ACTION
AND THE SETTLEMENT?**

41. As a Class Member, you are represented by Class Representatives and Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

42. If you previously excluded yourself from the Class in connection with Class Notice and wish to opt back into the Class to be eligible to receive a payment from the Settlement, you must request to opt back into the Class by following the instructions in the section below entitled, “How Do I Opt Back Into The Class?” on page [].

43. If you are a Class Member and you wish to object to the Settlement, the Plan of Allocation, or Class Counsel’s request for attorneys’ fees and Litigation Expenses, you may present your objections by following the instructions in the section below entitled, “When And Where Will The Court Decide Whether To Approve The Settlement?” on page [].

44. If you are a Class Member you will be bound by any orders issued by the Court in the Action. If the Settlement is approved, the Court will enter a judgment (“Judgment”). The Judgment will dismiss with prejudice the claims against Defendants and will provide that, upon the Effective Date of the Settlement, Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs’ Claim (as defined in ¶ 45 below) (including, within limitation, Unknown Claims (as defined in ¶ 47 below) against Defendants and the other Defendants’ Releasees (as defined in ¶ 46 below), and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiffs’ Claims directly or indirectly against any of the Defendants and the other Defendants’ Releasees.

45. “Released Plaintiffs’ Claims” means all claims, demands, losses, rights, and causes of action of any nature whatsoever, that have been or could have been asserted in this action or could in the future be asserted in any forum, whether foreign or domestic, whether arising under federal, state, common, or foreign law, by the Class Representatives or their related parties, or any member of the Class and their related parties, which (a) arise out of, are based upon, or relate to in any way any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in this action, or which could have been alleged in this action, and (b) arise out of, are based upon, or relate to in any way the purchase or acquisition of GE common stock during the class period alleged in the Sixth Amended Complaint filed on May 13, 2022 (ECF No. 327) (i.e., February 27, 2013 through January 23, 2018, inclusive). Notwithstanding the aforementioned, the claims asserted derivatively on behalf of GE in *Burden v. General Electric Co.*, No. 652991/2021 (N.Y. Sup. Ct., N.Y. Cty.) and *In re General Electric Co. Derivative Litigation*, No. 655528/2020 (N.Y. Sup. Ct., N.Y. Cty.)

are explicitly excluded from release. The release also excludes (i) any claims relating to the enforcement of the Settlement; and (ii) any claims of the persons and entities who requested exclusion from the Class pursuant to the Class Notice, unless such persons and entities choose to opt back into the Class as directed in this Notice.

46. “Defendants’ Releasees” means Defendants and any and all of their current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the individual Defendant’s Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

47. “Unknown Claims” means any Released Plaintiffs’ Claims which either Class Representative or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have materially affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Class Representatives and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment or the Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

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

Class Representatives or other Class Members may hereafter discover facts, legal theories, or authorities in addition to or different from those which any of them now knows or believes to be true with respect to the subject matter of the Released Plaintiffs’ Claims, but Class Representatives and each Class Member shall be deemed to have settled and released, and upon the Effective Date and by operation of the Judgment have settled and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims as applicable, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. Class Representatives and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

48. The Judgment will also provide that, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally,

and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (as defined in ¶ 49 below) (including, without limitation, Unknown Claims) against Class Representatives and the other Plaintiffs' Releasees (as defined in ¶ 50 below), and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims directly or indirectly against any of the Plaintiffs' Releasees. This Release shall not apply to any person or entity who previously submitted a request for exclusion from the Class in connection with Class Notice as set forth on Appendix 1 to the Stipulation and does not opt back into the Class as directed in this Notice.

49. "Released Defendants' Claims" means all claims and causes of action of every nature and description, whether known or unknown, whether arising under federal, state, local, common, statutory, administrative or foreign law, or any other law, rule or regulation, at law or in equity, whether class or individual in nature, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants. "Released Defendants' Claims" do not include any claims relating to the enforcement of the Settlement.

50. "Plaintiffs' Releasees" means Class Representatives and all other Class Members, and any and all of their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, divisions, investment funds, joint ventures, and general or limited partnerships, and each of their respective current or former officers, directors, partners, trustees, trusts, members, contractors, auditors, principals, agents, managing agents, employees, insurers, reinsurers, and attorneys, in their capacities as such, as well as each of the Class Members' Immediate Family members, heirs, executors, personal or legal representatives, estates, beneficiaries, predecessors, successors, and assigns.

HOW DO I PARTICIPATE IN THE SETTLEMENT? WHAT DO I NEED TO DO?

51. To be eligible for a payment from the proceeds of the Settlement, you must be a member of the Class and you must timely complete and return the Claim Form with adequate supporting documentation *postmarked (if mailed), or submitted online at the case website, www.GeneralElectricSecuritiesLitigation.com, no later than _____, 2025*. You can obtain a copy of the Claim Form on the website, www.GeneralElectricSecuritiesLitigation.com, or you may request that a Claim Form be mailed to you by calling the Claims Administrator toll free at 1-844-202-9485, or by sending an email to info@GeneralElectricSecuritiesLitigation.com. **Please retain all records of your ownership of and transactions in GE common stock, as they may be needed to document your Claim.** If you previously excluded yourself from the Class in connection with Class Notice and do not opt back into the Class pursuant to the instructions set forth below at ¶ 66, you will not be eligible to share in the Net Settlement Fund.

HOW MUCH WILL MY PAYMENT BE?

52. At this time, it is not possible to make any determination as to how much any individual Class Member may receive from the Settlement.

53. Pursuant to the Settlement, Defendants shall pay or cause to be paid a total of \$362,500,000 in cash. The Settlement Amount will be deposited into an escrow account. The Settlement Amount plus any interest earned thereon is referred to as the “Settlement Fund.” If the Settlement is approved by the Court and the Effective Date occurs, the “Net Settlement Fund” (that is, the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Litigation Expenses awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Class Members who submit valid Claim Forms, in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

54. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to the Plan of Allocation set forth in Appendix A, or another plan of allocation, will not affect the Settlement, if approved.

55. Once the Court’s order or judgment approving the Settlement becomes Final and the Effective Date has occurred, no Defendant, Defendants’ Releasee, or any other person or entity who or which paid any portion of the Settlement Amount on Defendants’ behalf are entitled to get back any portion of the Settlement Fund. Defendants shall not have any liability, obligation, or responsibility for the administration of the Settlement, the disbursement of the Net Settlement Fund, or the plan of allocation.

56. Unless the Court otherwise orders, any Class Member who fails to submit a Claim Form postmarked or received on or before _____, 2025 shall be fully and forever barred from receiving payments pursuant to the Settlement but will in all other respects remain a Class Member and be subject to the provisions of the Stipulation, including the terms of any Judgment entered and the Releases given.

57. Participants in and beneficiaries of any employee retirement and/or benefit plan covered by the Employee Retirement Income Security Act of 1974 (“Employee Plan”) should NOT include any information relating to GE common stock purchased/acquired/sold through an Employee Plan in any Claim Form they submit in this Action. They should include ONLY those eligible GE common stock purchased/acquired/sold during the Class Period outside of an Employee Plan. Claims based on any Employee Plan(s)’ purchases/acquisitions/sales of eligible GE common stock during the Class Period may be made by the Employee Plan(s)’ trustees.

58. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Class Member.

59. Each Claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Claim.

60. Only Class Members, *i.e.*, persons or entities who purchased or acquired GE common stock during the Class Period and were damaged as a result of such purchases, acquisitions and/or sales, will be eligible to share in the distribution of the Net Settlement Fund. Persons and entities that are excluded from the Class by definition or previously requested to

exclude themselves from the Class pursuant to Class Notice and did not submit a request to opt back into the Class in accordance with the instructions set forth in this Notice will not be eligible to receive a distribution from the Net Settlement Fund and should not submit Claim Forms.

61. **Appendix A to this Notice sets forth the Plan of Allocation for allocating the Net Settlement Fund among Authorized Claimants, as proposed by Class Representatives and Class Counsel. At the Settlement Hearing, Class Counsel will request the Court approve the Plan of Allocation. The Court may modify the Plan of Allocation, or approve a different plan of allocation, without further notice to the Class.**

**WHAT PAYMENT ARE THE ATTORNEYS FOR THE CLASS SEEKING?
HOW WILL THE LAWYERS BE PAID?**

62. Counsel have not received any payment for their services in pursuing claims against the Defendants on behalf of the Class, nor have they been reimbursed for their out-of-pocket expenses. Before final approval of the Settlement, Class Counsel and Liaison Counsel will apply to the Court for an award of attorneys' fees to Class Counsel, Liaison Counsel and additional counsel Labaton (*see* footnote 2 above) in an amount not to exceed 25% of the Settlement Fund. At the same time, Class Counsel and Liaison Counsel also intend to apply for payment of Litigation Expenses in an amount not to exceed \$10 million, which amount may include a request for reimbursement of the reasonable costs incurred by Class Representatives directly related to their representation of the Class in accordance with 15 U.S.C. § 78u-4(a)(4).

63. Class Counsel's motion for attorneys' fees and Litigation Expenses will be filed by _____, 2025. A copy of Class Counsel's motion will be available for review at www.GeneralElectricSecuritiesLitigation.com once it is filed. The Court will determine the amount of any award of attorneys' fees or Litigation Expenses. Such sums as may be approved by the Court will be paid from the Settlement Fund. ***Class Members are not personally liable for any such fees or expenses.***

**WHAT IF I PREVIOUSLY REQUESTED EXCLUSION FROM THE CLASS AND NOW
WANT TO BE ELIGIBLE TO RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW DO I OPT BACK INTO THE CLASS?**

64. If you previously submitted a request for exclusion from the Class in connection with Class Notice (*see* Appendix 1 to the Stipulation), you may elect to opt back into the Class and be eligible to receive a payment from the Settlement.

65. If you believe that you previously submitted a request for exclusion but your name does not appear on Appendix 1 to the Stipulation, you can contact the Claims Administrator, JND, at 1-844-202-9485 for assistance.

66. In order to opt back into the Class, you, individually or through counsel, must submit a written request to opt back into the Class to JND, addressed as follows: *General Electric Securities Litigation*, c/o JND Legal Administration, P.O. Box 91449, Seattle, WA 98111. This

request must be *received no later than* _____, 2025. Your request to opt back into the Class must: (a) state the name, address and telephone number of the person or entity requesting to opt back into the Class; (b) state that such person or entity “requests to opt back into the Class in the *Sjunde AP-Fonden, et al. v. General Electric Co., et al.*, Case No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.)”; and (c) be signed by the person or entity requesting to opt back into the Class or an authorized representative.

67. You may not opt back into the Class for the purpose of objecting to any aspect of the proposed Settlement, proposed Plan of Allocation, and/or Class Counsel’s request for attorneys’ fees and Litigation Expenses.

68. **PLEASE NOTE: OPTING BACK INTO THE CLASS IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE DOES NOT MEAN THAT YOU WILL AUTOMATICALLY BE ENTITLED TO RECEIVE PROCEEDS FROM THE SETTLEMENT. IF YOU OPT BACK INTO THE CLASS AND YOU WISH TO BE ELIGIBLE TO PARTICIPATE IN THE DISTRIBUTION OF PROCEEDS FROM THE SETTLEMENT, YOU ARE ALSO REQUIRED TO SUBMIT A CLAIM AND THE REQUIRED SUPPORTING DOCUMENTATION AS SET FORTH THEREIN POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2025.**

WHEN AND WHERE WILL THE COURT DECIDE WHETHER TO APPROVE THE SETTLEMENT? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON’T LIKE THE SETTLEMENT?

69. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the hearing. You can participate in the Settlement without attending the Settlement Hearing.**

70. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to the Class. In addition, the Court may decide to conduct the Settlement Hearing by video or telephonic conference, or otherwise allow Class Members to appear at the hearing by video or phone, without further written notice to the Class. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you check the Court’s docket and the case website, www.GeneralElectricSecuritiesLitigation.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to www.GeneralElectricSecuritiesLitigation.com. If the Court requires or allows Class Members to participate in the Settlement Hearing by telephone or video conference, the information for accessing the telephone or video conference will be posted to www.GeneralElectricSecuritiesLitigation.com.**

71. The Settlement Hearing will be held on _____, 2025 at __:__.m, before the Honorable Jesse M. Furman, United States District Judge for the Southern District of New York, either in person in Courtroom 1105 of the Thurgood Marshall United States Courthouse, 40

Foley Square, New York, NY 10007, or by telephone or videoconference (in the discretion of the Court). The Court reserves the right to approve the Settlement, the Plan of Allocation, Class Counsel’s request for attorneys’ fees and Litigation Expenses, and/or any other matter related to the Settlement at or after the Settlement Hearing without further notice to members of the Class.

72. Any Class Member may object to the Settlement, the Plan of Allocation, and/or Class Counsel’s motion for attorneys’ fees and Litigation Expenses. Objections must be in writing. You must file any written objection, together with copies of all other papers and briefs supporting the objection, with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below, as well as serve copies on Class Counsel and Defendants’ Counsel at the addresses set forth below *on or before* _____, 2025.

<u>Clerk’s Office</u>	<u>Lead Counsel</u>	<u>Defendants’ Counsel</u>
United States District Court Southern District of New York Thurgood Marshall United States Courthouse 40 Foley Square New York, NY 10007	Sharan Nirmul, Esq. Kessler Topaz Meltzer & Check, LLP 280 King of Prussia Road Radnor, PA 19087	Sean M. Berkowitz, Esq. Latham & Watkins LLP 330 North Wabash Avenue Suite 2800 Chicago, IL 60611

73. Any objection, filings, and other submissions by the objecting Class Member must include: (1) the name of this proceeding, *Sjunde AP-Fonden, et al. v. General Electric Co., et al.*, Case No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.); (2) the objector’s full name, current address, and telephone number; (3) the objector’s signature; (4) a statement providing the specific reasons for the objection, including a detailed statement of the specific legal and factual basis for each and every objection and whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; and (5) documents sufficient to prove membership in the Class, including documents showing the number of shares of GE common stock that the objecting Class Member (A) held as of the opening of trading on February 26, 2016 and (B) purchased/acquired and/or sold during the Class Period, as well as the dates, number of shares, and prices of each such purchase/acquisition and sale. The objecting Class Member shall provide documentation establishing membership in the Class through copies of brokerage confirmation slips or brokerage account statements, or an authorized statement from the objector’s broker containing the transactional and holding information found in a brokerage confirmation slip or account statement.

74. You may not object to the Settlement, Plan of Allocation, and/or Class Counsel’s motion for attorneys’ fees and Litigation Expenses if you are excluded from the Class (including if you excluded yourself by request in connection with Class Notice, are listed in Appendix 1 to the Stipulation, and did not opt back into the Class in accordance with the instructions set forth in this Notice).⁷

⁷ As this Class was previously certified and, in connection therewith, Class Members had the opportunity to exclude themselves from the Class, the Court has exercised its discretion not to allow a second opportunity for exclusion in connection with the settlement proceedings.

75. You may submit an objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless (1) you first submit a written objection in accordance with the procedures described above, (2) you first submit your notice of appearance in accordance with the procedures described below, or (3) the Court orders otherwise.

76. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses, and if you timely submit a written objection as described above, you must also file a notice of appearance with the Clerk's Office. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

77. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court at the address set forth in ¶ 72 above so that the notice is *received on or before* _____, 2025.

78. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

**WHAT IF I BOUGHT GE COMMON STOCK
ON SOMEONE ELSE'S BEHALF?**

79. **Please Note: If you previously provided the names and addresses of persons and entities on whose behalf you purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive, in connection with Class Notice, and (i) those names and addresses remain current and (ii) you have no additional names and addresses for potential Class Members to provide to the Claims Administrator, *you need do nothing further at this time.* The Claims Administrator will mail a Postcard Notice to the beneficial owners whose names and addresses were previously provided in connection with the Class Notice.** If you elected to mail the Class Notice directly to beneficial owners, you were advised that you must retain the mailing records for use in connection with any further notices that may be provided in the Action. If you elected this option, the Claims Administrator will forward the same number of Postcard Notices to you to send to the beneficial owners. If you require more copies of the Postcard Notice than you previously requested in connection with the Class Notice mailing, please contact the Claims Administrator, JND, toll free at 1-844-202-9485 or by email at info@GeneralElectricSecuritiesLitigation.com, and let them know how many additional packets you require. You must mail the Postcard Notice to the beneficial owners within seven (7) calendar days of your receipt of the Postcard Notices.

80. If you have not already provided the names and addresses for persons and entities on whose behalf you purchased or acquired GE common stock between February 29, 2016 and January 23, 2018, inclusive in connection with Class Notice, then the Court has ordered that you must, WITHIN SEVEN (7) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, either: (i) send the Postcard Notice to all beneficial owners of such GE common stock, or (ii) send a list of the names and addresses of such beneficial owners to the Claims Administrator at *General Electric Securities Litigation*, c/o JND Legal Administration, P.O. Box 91449, Seattle, WA 98111, in which event the Claims Administrator shall promptly mail the Postcard Notice to such beneficial owners. **AS STATED ABOVE, IF YOU HAVE ALREADY PROVIDED THIS INFORMATION IN CONNECTION WITH CLASS NOTICE, UNLESS THAT INFORMATION HAS CHANGED (E.G., BENEFICIAL OWNER HAS CHANGED ADDRESS), IT IS UNNECESSARY TO PROVIDE SUCH INFORMATION AGAIN.**

81. Upon full and timely compliance with these directions, nominees who mail the Postcard Notice to beneficial owners may seek reimbursement of their reasonable expenses actually incurred by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Reasonable expenses shall not exceed \$0.10 per mailing record provided to the Claims Administrator; \$0.50 per Postcard Notice actually mailed, which amount includes postage; and \$0.10 per Postcard Notice sent via email. Such properly documented expenses incurred by nominees in compliance with these directions shall be paid from the Settlement Fund, with any disputes as to the reasonableness or documentation of expenses incurred subject to review by the Court.

82. Copies of the Notice and the Claim Form may be obtained from the case website, www.GeneralElectricSecuritiesLitigation.com, by calling the Claims Administrator toll-free at 1-844-202-9485, or by sending an email to info@GeneralElectricSecuritiesLitigation.com.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

83. This Notice contains only a summary of the terms of the Settlement. For the terms and conditions of the Settlement, please see the Stipulation available at www.GeneralElectricSecuritiesLitigation.com. More detailed information about the matters involved in this Action can be obtained by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records (PACER) system at <https://ecf.sdney.uscourts.gov>, or by visiting, during regular office hours, the Office of the Clerk, United States District Court for the Southern District of New York, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007. Additionally, copies of any related orders entered by the Court and certain other filings in this Action will be posted on the website www.GeneralElectricSecuritiesLitigation.com.

All inquiries concerning this Notice and the Claim Form should be directed to:

General Electric Securities Litigation
c/o JND Legal Administration

P.O. Box 91449
Seattle, WA 98111

1-844-202-9485

info@GeneralElectricSecuritiesLitigation.com
www.GeneralElectricSecuritiesLitigation.com

and/or

Kessler Topaz Meltzer & Check, LLP

Sharan Nirmul, Esq.

Richard A. Russo, Jr., Esq.

Joshua A. Materese, Esq.

280 King of Prussia Road

Radnor, PA 19087

1-610-667-7706

info@ktmc.com

**PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE,
DEFENDANTS, OR DEFENDANTS' COUNSEL
REGARDING THIS NOTICE.**

Dated: _____, 2025

By Order of the Court
United States District Court
Southern District of New York

APPENDIX A

Proposed Plan of Allocation of Net Settlement Fund **Among Authorized Claimants**

The Plan of Allocation set forth herein is the plan that is being proposed to the Court for approval by Class Representatives after consultation with their damages expert. The Court may approve the Plan of Allocation with or without modification, or approve another plan of allocation, without further notice to the Class. Any Orders regarding a modification of the Plan of Allocation will be posted on the website www.GeneralElectricSecuritiesLitigation.com. Defendants have had, and will have, no involvement or responsibility for the terms or application of the Plan of Allocation.

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among those Class Members who suffered economic losses as a result of the alleged violations of the federal securities laws. The calculations made pursuant to the Plan of Allocation are not intended to be estimates of, nor indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations pursuant to the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants pursuant to the Settlement. The computations under the Plan of Allocation are only a method to weigh the claims of Authorized Claimants against one another for the purposes of making *pro rata* allocations of the Net Settlement Fund.

In developing the Plan of Allocation, Class Representatives' damages expert calculated the estimated amount of alleged artificial inflation in the per-share closing price of GE common stock that allegedly was proximately caused by Defendants' alleged materially false and misleading statements and omissions during the Class Period. In calculating the estimated alleged artificial inflation allegedly caused by those alleged misrepresentations and omissions, Class Representatives' damages expert considered price changes in GE common stock in reaction to certain public disclosures allegedly revealing the truth concerning Defendants' alleged misrepresentations and omissions, adjusting for price changes on those days that were attributable to market and/or industry forces. The estimated alleged artificial inflation in the price of GE common stock for each day of the Class Period is provided in **Table 1** below.

In order to have recoverable damages under the federal securities laws, the disclosure of the allegedly misrepresented information must be the cause of the decline in the price of the security. Accordingly, to have a "Recognized Loss Amount" pursuant to the Plan of Allocation, GE common stock must have been purchased or acquired during the Class Period (*i.e.*, the period between February 29, 2016 and January 23, 2018, inclusive) and ***held through at least one*** of the dates when the disclosure of alleged corrective information partially removed the alleged artificial inflation from the price of GE common stock. Class Representatives allege that artificial inflation was partially removed from the price of GE common stock on the following six dates: April 21,

2017; July 21, 2017; October 20, 2017; November 13, 2017; January 16, 2018; and January 24, 2018 (collectively, “Corrective Disclosure Impact Dates”).⁸

CALCULATION OF RECOGNIZED LOSS AMOUNTS

1. For purposes of determining whether a Claimant has a “Recognized Claim,” purchases, acquisitions, and sales of GE common stock will first be matched on a “First In, First Out” (“FIFO”) basis as set forth in ¶ 8 below.

2. A “Recognized Loss Amount” will be calculated as set forth below for each share of GE common stock purchased or acquired between February 29, 2016 and January 23, 2018, inclusive, that is listed in the Claim Form and for which adequate documentation is provided. To the extent that the calculation of a Recognized Loss Amount results in a negative number, that number shall be set to \$0. The sum of a Claimant’s Recognized Loss Amounts will be the Claimant’s “Recognized Claim.”

3. In the calculations below, all purchase, acquisition, and sale prices shall exclude any fees, taxes and commissions. Any transactions in GE common stock executed outside of regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next regular trading session.

4. For each share of GE common stock purchased or acquired between February 29, 2016 and January 23, 2018, inclusive, and sold on or before April 23, 2018,⁹ an “Out of Pocket Loss” will be calculated. Out of Pocket Loss is defined as the per-share purchase/acquisition price *minus* the per-share sale price. As set forth below, the Recognized Loss Amount shall not exceed the Out of Pocket Loss for such shares.

5. **PLEASE NOTE:** In its Opinion and Order dated September 28, 2023, the Court denied Defendants’ motion for summary judgment, except as to claims arising from alleged corrective disclosures between November 2017 and January 2018. Accordingly, the estimated alleged artificial inflation for this dismissed period – *i.e.*, November 13, 2017 through January 23,

⁸ The Class Period ends on Tuesday, January 23, 2018. The last disclosure of alleged corrective information occurred prior to market open on January 24, 2018.

⁹ Thursday, April 23, 2018 represents the last day of the 90-day period beginning on Wednesday, January 24, 2018, which is the first trading date after the end of the Class Period (the “90-Day Look-Back Period”). The Private Securities Litigation Reform Act of 1995 imposes a statutory limitation on recoverable damages using the 90-Day Look-Back Period. This limitation is incorporated into the calculation of a Class Member’s Recognized Loss Amount. Specifically, a Class Member’s Recognized Loss Amount cannot exceed the difference between the purchase price paid for the GE common stock and the average price of GE common stock during the 90-Day Look-Back Period, if the share was held through April 23, 2018, the end of this period. A Class Member’s Recognized Loss Amount on GE common stock sold during the 90-Day Look-Back Period cannot exceed the difference between the purchase price paid for GE common stock and the average price of GE common stock during the portion of the 90-Day Look-Back Period elapsed as of the date of sale (the “90-Day Look-Back Value”), as set forth in **Table 2** below.

2018, inclusive, has been reduced by 90% in **Table 1** below to account for the unlikelihood of prevailing on appeal for the dismissed period.

6. A Claimant's Recognized Loss Amount per share of GE common stock purchased or acquired during the Class Period (*i.e.*, between February 29, 2016 and January 23, 2018, inclusive) will be calculated as follows:

- A. For each share of GE common stock purchased or acquired during the Class Period and sold prior to Friday, April 21, 2017 (*i.e.*, the earliest Corrective Disclosure Impact Date), the Recognized Loss Amount is \$0.
- B. For each share of GE common stock purchased or acquired during the Class Period and subsequently sold from Friday, April 21, 2017 through Tuesday, January 23, 2018, inclusive, the Recognized Loss Amount shall be *the lesser of*:
 - i. the amount of artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below *minus* the amount of artificial inflation applicable to each such share on the date of sale as set forth in **Table 1** below; or
 - ii. the Out of Pocket Loss.
- C. For each share of GE common stock purchased or acquired during the Class Period and subsequently sold from Wednesday January 24, 2018 through Monday, April 23, 2018, inclusive, (*i.e.*, sold during the 90-Day Look-Back Period), the Recognized Loss Amount shall be *the least of*:
 - i. the amount of artificial inflation applicable to each such share on the date of purchase/acquisition as set forth in **Table 1** below;
 - ii. the actual purchase/acquisition price per share *minus* the 90-Day Look-Back Value on the date of sale as set forth in **Table 2** below; or
 - iii. the Out of Pocket Loss.
- D. For each share of GE common stock purchased or acquired during the Class Period and held as of the close of trading on Monday, April 23, 2018, the Recognized Loss Amount shall be *the lesser of*:
 - i. the amount of artificial inflation applicable to each such share on the date of purchase/acquisition as stated in **Table 1** below; or
 - ii. the actual purchase/acquisition price *minus* **\$14.36** (*i.e.*, the average closing price of GE common stock during the 90-Day Look-Back Period, as shown on the last line of **Table 2** below).

ADDITIONAL PROVISIONS

7. The Net Settlement Fund will be allocated among all Authorized Claimants whose Distribution Amount (as defined in ¶ 12 below) is \$10.00 or greater.

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

9. **Purchase/Acquisition and Sale Dates:** Purchases/acquisitions and sales of GE common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of GE common stock during the Class Period, shall not be deemed a purchase, acquisition, or sale of these shares of GE common stock for the calculation of an Authorized Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such shares of GE common stock unless: (i) the donor or decedent purchased or otherwise acquired such shares of GE common stock during the Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of GE common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

10. **Short Sales:** The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the GE common stock. The date of a “short sale” is deemed to be the date of sale of the GE common stock. In accordance with the Plan of Allocation, however, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a Claimant has a short position in GE common stock, the earliest purchases or acquisitions during the Class Period shall be matched against such short position and not be entitled to a recovery until that short position is fully covered.

11. **Common Stock Purchased/Sold Through the Exercise of Options:** GE common stock is the only security eligible for recovery under the Plan of Allocation. Option contracts to purchase or sell GE common stock are not securities eligible to participate in the Settlement. With respect to GE common stock purchased or sold through the exercise of an option, the purchase/sale date of the GE common stock shall be the exercise date of the option and the purchase/sale price shall be the closing price of GE common stock on the date of the exercise of the option. Any Recognized Loss Amount arising from purchases of GE common stock acquired during the Class Period through the exercise of an option on GE common stock¹⁰ shall be computed as provided for other purchases of GE common stock in the Plan of Allocation.

¹⁰ This includes (1) purchases of GE common stock as the result of the exercise of a call option, and (2) purchases of GE common stock by the seller of a put option as a result of the buyer of such put option exercising that put option.

12. **Determination of Distribution Amount:** The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their losses. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be: the Authorized Claimant’s Recognized Claim (calculated pursuant to this Plan of Allocation) divided by the total Recognized Claims (calculated pursuant to this Plan of Allocation) of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

13. **Re-Distributions:** After the initial distribution of the Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the Net Settlement Fund by reason of uncashed checks, or otherwise, no less than nine (9) months after the initial distribution, if Class Counsel, in consultation with the Claims Administrator, determines that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions may occur thereafter if Class Counsel, in consultation with the Claims Administrator, determines that additional re-distributions, after deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Class Counsel and approved by the Court.

14. Payment pursuant to the Plan of Allocation, or such other plan of allocation as may be approved by the Court, shall be conclusive against all Authorized Claimants. No person shall have any claim against Class Representatives, Plaintiffs’ Counsel, Class Representatives’ damages expert, Defendants, Defendants’ Counsel, any of the other Releasees, or the Claims Administrator or other agent designated by Class Counsel arising from distributions made substantially in accordance with the Stipulation, the Plan of Allocation, or other plan of allocation approved by the Court, or further orders of the Court. Class Representatives, Defendants and their respective counsel, and all other Releasees, shall have no responsibility or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Claim or nonperformance of the Claims Administrator; the payment or withholding of Taxes owed by the Settlement Fund; or any losses incurred in connection therewith.

TABLE 1		
Estimated Alleged Artificial Inflation in GE Common Stock		
From	To	Inflation Per Share
Monday, February 29, 2016	Thursday, April 20, 2017	\$2.22
Friday, April 21, 2017	Thursday, July 20, 2017	\$1.51

Friday, July 21, 2017	Thursday, October 19, 2017	\$0.63
Friday, October 20, 2017	Friday, November 10, 2017	\$0.53
Monday, November 13, 2017	Friday, January 12, 2018	\$0.32
Tuesday, January 16, 2018	Tuesday, January 23, 2018	\$0.07
Wednesday, January 24, 2018	Thereafter	\$0.00

TABLE 2
GE Common Stock 90-Day Look-Back Value by Sale/Disposition Date

Sale Date	90-Day Look-Back Value
Wednesday, January 24, 2018	\$16.44
Thursday, January 25, 2018	\$16.31
Friday, January 26, 2018	\$16.25
Monday, January 29, 2018	\$16.26
Tuesday, January 30, 2018	\$16.20
Wednesday, January 31, 2018	\$16.19
Thursday, February 1, 2018	\$16.17
Friday, February 2, 2018	\$16.10
Monday, February 5, 2018	\$15.97
Tuesday, February 6, 2018	\$15.90
Wednesday, February 7, 2018	\$15.84
Thursday, February 8, 2018	\$15.72
Friday, February 9, 2018	\$15.66
Monday, February 12, 2018	\$15.60
Tuesday, February 13, 2018	\$15.54
Wednesday, February 14, 2018	\$15.50
Thursday, February 15, 2018	\$15.46
Friday, February 16, 2018	\$15.44
Tuesday, February 20, 2018	\$15.40
Wednesday, February 21, 2018	\$15.36
Thursday, February 22, 2018	\$15.32
Friday, February 23, 2018	\$15.28
Monday, February 26, 2018	\$15.26
Tuesday, February 27, 2018	\$15.23
Wednesday, February 28, 2018	\$15.18
Thursday, March 1, 2018	\$15.14
Friday, March 2, 2018	\$15.10
Monday, March 5, 2018	\$15.07
Tuesday, March 6, 2018	\$15.06
Wednesday, March 7, 2018	\$15.04
Thursday, March 8, 2018	\$15.02
Friday, March 9, 2018	\$15.02

Monday, March 12, 2018	\$15.02
Tuesday, March 13, 2018	\$15.01
Wednesday, March 14, 2018	\$14.99
Thursday, March 15, 2018	\$14.97
Friday, March 16, 2018	\$14.95
Monday, March 19, 2018	\$14.93
Tuesday, March 20, 2018	\$14.89
Wednesday, March 21, 2018	\$14.87
Thursday, March 22, 2018	\$14.83
Friday, March 23, 2018	\$14.79
Monday, March 26, 2018	\$14.75
Tuesday, March 27, 2018	\$14.72
Wednesday, March 28, 2018	\$14.69
Thursday, March 29, 2018	\$14.67
Monday, April 2, 2018	\$14.63
Tuesday, April 3, 2018	\$14.60
Wednesday, April 4, 2018	\$14.58
Thursday, April 5, 2018	\$14.55
Friday, April 6, 2018	\$14.52
Monday, April 9, 2018	\$14.49
Tuesday, April 10, 2018	\$14.46
Wednesday, April 11, 2018	\$14.44
Thursday, April 12, 2018	\$14.41
Friday, April 13, 2018	\$14.40
Monday, April 16, 2018	\$14.38
Tuesday, April 17, 2018	\$14.37
Wednesday, April 18, 2018	\$14.36
Thursday, April 19, 2018	\$14.35
Friday, April 20, 2018	\$14.35
Monday, April 23, 2018	\$14.36

EXHIBIT A-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SJUNDE AP-FONDEN and THE
CLEVELAND BAKERS AND
TEAMSTERS PENSION FUND,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, et al.,

Defendants.

Case No. 1:17-cv-8457-JMF

Hon. Jesse M. Furman

**SUMMARY NOTICE OF (I) PROPOSED SETTLEMENT; (II) SETTLEMENT
HEARING; AND (III) MOTION FOR ATTORNEYS' FEES
AND LITIGATION EXPENSES**

TO: All persons and entities that purchased or acquired General Electric Company (“GE”) common stock between February 29, 2016 and January 23, 2018, inclusive (“Class Period”) and were damaged thereby (“Class”). Certain persons and entities are excluded from the Class as set forth in detail in the Stipulation and Agreement of Settlement dated November 22, 2024 (“Stipulation”) and the Notice described below.

**PLEASE READ THIS NOTICE CAREFULLY; IF YOU ARE A MEMBER OF THE
CLASS, YOUR RIGHTS WILL BE AFFECTED BY THE SETTLEMENT OF A CLASS
ACTION LAWSUIT PENDING IN THIS COURT.**

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Southern District of New York (“Court”), that the Court-appointed Class Representatives Sjunde AP-Fonden and The Cleveland Bakers and Teamsters Pension Fund (together, “Class Representatives”), on behalf of themselves and the Court-certified Class in the above-captioned securities class action (“Action”), have reached a proposed settlement of the Action with defendants GE and Jeffrey S. Bornstein (together, “Defendants”) for **\$362,500,000** in cash that, if approved will resolve all claims in the Action.

A hearing (“Settlement Hearing”) will be held on _____, 2025 at __:__.m., before the Honorable Jesse M. Furman, United States District Judge for the Southern District of New York, either in person in Courtroom 1105 of the Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, or by telephone or videoconference (in the discretion of the Court), to determine, among other things: (i) whether the Settlement on the terms and conditions

provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be finally approved by the Court; (ii) whether the Action should be dismissed with prejudice against Defendants and the releases specified and described in the Stipulation (and in the Notice) should be granted; and (iii) whether Class Counsel's motion for attorneys' fees in an amount not to exceed 25% of the Settlement Fund and payment of expenses in an amount not to exceed \$10 million (which amount may include a request for reimbursement of the reasonable costs incurred by Class Representatives directly related to their representation of the Class) should be approved. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the case website, www.GeneralElectricSecuritiesLitigation.com.

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Settlement Fund. This notice provides only a summary of the information contained in the full Notice of (I) Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys' Fees and Litigation Expenses ("Notice"). You may obtain a copy of the Notice, along with the Claim Form, on the case website, www.GeneralElectricSecuritiesLitigation.com. You may also obtain a copy of the Notice and Claim Form by contacting the Claims Administrator by mail at *General Electric Securities Litigation*, c/o JND Legal Administration, P.O. Box 91449, Seattle, WA 98111; by calling toll free 1-844-202-9485; or by emailing info@GeneralElectricSecuritiesLitigation.com. Copies of the Notice and Claim Form can also be found on the websites for Class Counsel and Liaison Counsel, www.ktmc.com and www.gelaw.com, respectively.

If you are a Class Member, in order to be eligible to receive a payment from the proposed Settlement, you must submit a Claim Form *postmarked (if mailed), or online via www.GeneralElectricSecuritiesLitigation.com, no later than _____, 2025*, in accordance with the instructions set forth in the Claim Form. If you are a Class Member and do not submit a proper Claim Form, you will not be eligible to share in the distribution of the net proceeds of the Settlement, but you will nevertheless be bound by any releases, judgments, or orders entered by the Court in the Action.

Any objections to the proposed Settlement, the proposed Plan of Allocation, and/or Class Counsel's motion for attorneys' fees and Litigation Expenses must be filed with the Court and delivered to Class Counsel and Defendants' Counsel such that they are *received no later than _____, 2025*, in accordance with the instructions set forth in the Notice.

As this Class was previously certified and, in connection with class certification, Class Members had the opportunity to request exclusion from the Class, the Court has exercised its discretion not to allow a second opportunity to request exclusion in connection with the Settlement proceedings. If you previously requested exclusion from the Class in connection with class certification and wish to opt back into the Class to be eligible to receive a payment from the Settlement, you must submit a request to opt back into the Class so that it is *received no later than _____, 2025*, in accordance with the instructions set forth in the Notice.

PLEASE DO NOT CONTACT THE COURT, THE CLERK'S OFFICE, DEFENDANTS, OR DEFENDANTS' COUNSEL REGARDING THIS NOTICE. All

questions about this notice, the Settlement, or your eligibility to participate in the Settlement should be directed to Class Counsel or the Claims Administrator.

Requests for the Notice and Claim Form should be made to the Claims Administrator:

General Electric Securities Litigation
c/o JND Legal Administration
P.O. Box 91449
Seattle, WA 98111
1-844-202-9485

info@GeneralElectricSecuritiesLitigation.com
www.GeneralElectricSecuritiesLitigation.com

All other inquiries should be made to Class Counsel:

Kessler Topaz Meltzer & Check, LLP
Sharan Nirmul, Esq.
Richard A. Russo, Jr., Esq.
Joshua A. Materese, Esq.
280 King of Prussia Road
Radnor, PA 19087
1-610-667-7706

DATED: _____, 2025

BY ORDER OF THE COURT
United States District Court
Southern District of New York

General Electric Securities Litigation
c/o JND Legal Administration
P.O. Box 91449
Seattle, WA 98111

Toll-Free Number: 1-844-202-9485
Email: info@GeneralElectricSecuritiesLitigation.com
Website: www.GeneralElectricSecuritiesLitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the Net Settlement Fund from the proposed Settlement of the action captioned *Sjunde AP-Fonden, et al. v. General Electric Co., et al.*, No. 17 Civ 8457 (JMF) (GWG) (S.D.N.Y.) (“Action”), you must complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by First-Class mail to the above address, or submit it online at www.GeneralElectricSecuritiesLitigation.com, **postmarked (or received) no later than _____, 2025.**

Failure to submit your Claim Form by the date specified will subject your claim to rejection and may preclude you from being eligible to recover any money in connection with the proposed Settlement.

Do not mail or deliver your Claim Form to the Court, the Parties to the Action, or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above, or online at www.GeneralElectricSecuritiesLitigation.com.

<u>TABLE OF CONTENTS</u>	<u>PAGE #</u>
PART I – GENERAL INSTRUCTIONS	—
PART II – CLAIMANT IDENTIFICATION	—
PART III – SCHEDULE OF TRANSACTIONS IN GENERAL ELECTRIC COMPANY COMMON STOCK	—
PART IV – RELEASE OF CLAIMS AND SIGNATURE	—

PART I – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (I) Proposed Settlement; (II) Settlement Hearing; and (III) Motion for Attorneys’ Fees and Litigation Expenses (“Notice”), including the proposed Plan of Allocation set forth in the Notice (“Plan of Allocation”). The Notice describes the proposed Settlement, how Class Members are affected by the Settlement, and the manner in which the Net Settlement Fund will be distributed if the Settlement and Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the Releases described therein and provided for herein.

2. This Claim Form is directed to **all persons and entities that purchased or acquired General Electric Company (“GE”) common stock between February 29, 2016 and January 23, 2018, inclusive (“Class Period”) and were damaged thereby (“Class”).** Certain persons and entities are excluded from the Class by definition as set forth in ¶ 34 of the Notice.

3. By submitting this Claim Form, you are making a request to share in the proceeds of the Settlement described in the Notice. **IF YOU ARE NOT A CLASS MEMBER** (*see* definition of “Class” contained in ¶ 34 of the Notice), **OR IF YOU PREVIOUSLY SUBMITTED A REQUEST FOR EXCLUSION FROM THE CLASS IN CONNECTION WITH CLASS NOTICE AND DO NOT OPT BACK INTO THE CLASS IN CONNECTION WITH THE SETTLEMENT, DO NOT SUBMIT A CLAIM FORM AS YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT.** **THUS, IF YOU ARE EXCLUDED FROM THE CLASS, ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.**

4. **Submission of this Claim Form does not guarantee that you will share in the proceeds of the Settlement. The distribution of the Net Settlement Fund will be governed by the Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation as the Court approves.**

5. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) (including free transfers and deliveries) in and holdings of GE common stock. In this Schedule, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of GE common stock, whether such transactions resulted in a profit or a loss. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

6. **Please note:** Only GE common stock purchased or acquired during the Class Period (i.e., the period between February 29, 2016 and January 23, 2018, inclusive) is eligible under the Settlement. However, because the PSLRA provides for a “90-day look-back period” (described in the Plan of Allocation set forth in the Notice), you must provide documentation related to your purchases, acquisitions and sales of GE common stock during the period from January 24, 2018 through April 23, 2018 (i.e., the 90-day look-back period) in order for the Claims Administrator to calculate your Recognized Loss Amount under the Plan of Allocation and process your claim. **Failure to report all transaction and holding information during the requested time periods may result in the rejection of your claim.**

7. You are required to submit genuine and sufficient documentation for all of your transactions in and holdings of the GE common stock set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or brokerage account statements, or an authorized statement from your broker containing the transactional and holding information found in a brokerage confirmation slip or account statement. The Parties and the Claims Administrator do not independently have information about your investments in GE common stock. **IF SUCH DOCUMENTS ARE NOT IN YOUR**

POSSESSION, PLEASE OBTAIN COPIES OF THE DOCUMENTS OR EQUIVALENT DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, do not highlight any portion of the Claim Form or any supporting documents.**

8. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA transactions with transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claims may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in GE common stock made on behalf of a single beneficial owner.

9. All joint beneficial owners must sign this Claim Form and their names must appear as "Claimants" in Part II of this Claim Form. The complete name(s) of the beneficial owner(s) must be entered. If you purchased or acquired GE common stock during the Class Period and held the shares in your name, you are the beneficial owner as well as the record owner. If you purchased or acquired GE common stock during the Class Period and the shares were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these shares/options, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

10. Agents, executors, administrators, guardians, and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, last four digits of the Social Security Number (or Taxpayer Identification Number), address, and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the GE common stock; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade securities in another person's accounts.)

11. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your claim and may subject you to civil liability or criminal prosecution.

12. If the Court approves the Settlement, payments to eligible Authorized Claimants pursuant to the Plan of Allocation (or such other plan of allocation as the Court approves) will be made after any appeals are resolved, and after the completion of all claims processing. The claims process will take substantial time to complete fully and fairly. Please be patient.

13. **PLEASE NOTE:** As set forth in the Plan of Allocation, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized

Claimant.

14. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or a copy of the Notice, you may contact the Claims Administrator, JND Legal Administration, at the above address, by email at info@GeneralElectricSecuritiesLitigation.com, or by toll-free phone at 1-844-202-9485, or you can visit the website maintained by the Claims Administrator, www.GeneralElectricSecuritiesLitigation.com, where copies of the Claim Form and Notice are available for downloading.

15. **NOTICE REGARDING ELECTRONIC FILES:** Certain claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the *mandatory* electronic filing requirements and file layout, you may visit the website www.GeneralElectricSecuritiesLitigation.com, or you may email the Claims Administrator's electronic filing department at info@GeneralElectricSecuritiesLitigation.com. **Any file that is not in accordance with the required electronic filing format will be subject to rejection.** No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to you to that effect. **Do not assume that your file has been received until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the Claims Administrator's electronic filing department at info@GeneralElectricSecuritiesLitigation.com to inquire about your file and confirm it was received.**

IMPORTANT PLEASE NOTE:

YOUR CLAIM IS NOT DEEMED SUBMITTED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, CALL THE CLAIMS ADMINISTRATOR TOLL FREE AT 1-844-202-9485.

PART II – CLAIMANT IDENTIFICATION

Please complete this PART II in its entirety. The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner's First Name

Beneficial Owner's Last Name

Co-Beneficial Owner's First Name

Co-Beneficial Owner's Last Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City

State

Zip Code

Country

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (home)

Telephone Number (work)

Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this claim.)

PART III – SCHEDULE OF TRANSACTIONS IN GE COMMON STOCK

Complete this Part III if and only if you purchased or acquired GE common stock **between February 29, 2016 and January 23, 2018, inclusive**. Please be sure to include proper documentation with your Claim Form as described in detail in Part I – General Instructions, ¶ 7, above. Do not include information in this section regarding securities other than GE common stock (NYSE: GE; CUSIP: 369604103).²

1. HOLDINGS AS OF FEBRUARY 29, 2016 – State the total number of shares of GE common stock held as of the opening of trading on February 29, 2016. (Must be documented.) If none, write “zero” or “0.” _____				Confirm Proof of Holding Position Enclosed <input type="checkbox"/>
2. PURCHASES/ACQUISITIONS BETWEEN FEBRUARY 29, 2016 AND JANUARY 23, 2018, INCLUSIVE – Separately list each and every purchase/acquisition (including free receipts) of GE common stock from after the opening of trading on February 29, 2016 through and including the close of trading on January 23, 2018. (Must be documented.)				
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/ Acquisition Price Per Share	Total Purchase/ Acquisition Price (excluding taxes, commissions, and fees)	Confirm Proof of Purchases/ Acquisitions Enclosed
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
/ /		\$	\$	<input type="checkbox"/>
3. PURCHASES/ACQUISITIONS BETWEEN JANUARY 24, 2018 AND APRIL 23, 2018, INCLUSIVE – State the total number of shares of GE common stock purchased/acquired (including free receipts) from after the opening of trading on January 24, 2018 through and including the close of trading on April 23, 2018. (Must be documented.) If none, write “zero” or “0.” ³ _____				

² Due to a stock split, the CUSIP for GE common stock is 369604301 after July 30, 2021.

³ **Please note:** Information requested with respect to your purchases/acquisitions of GE common stock from January 24, 2018 through April 23, 2018 is needed in order to perform the necessary calculations for your claim; purchases/acquisitions during this period, however, are not eligible transactions and will not be used for purposes of calculating Recognized Loss Amounts pursuant to the Plan of Allocation.

4. SALES BETWEEN FEBRUARY 29, 2016 AND APRIL 23, 2018, INCLUSIVE – Separately list each and every sale/disposition (including free deliveries) of GE common stock from after the opening of trading on February 29, 2016 through and including the close of trading on April 23, 2018. (Must be documented.)				IF NONE, CHECK HERE <input type="radio"/>
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (not deducting taxes, commissions, and fees)	Confirm Proof of Sales Enclosed
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
/ /		\$	\$	<input type="radio"/>
5. HOLDINGS AS OF APRIL 23, 2018 – State the total number of shares of GE common stock held as of the close of trading on April 23, 2018. (Must be documented.) If none, write “zero” or “0.” _____				Confirm Proof of Holding Position Enclosed <input type="radio"/>

<input type="checkbox"/>	IF YOU REQUIRE ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS YOU MUST PHOTOCOPY THIS PAGE AND CHECK THIS BOX. IF YOU DO NOT CHECK THIS BOX, THESE ADDITIONAL PAGES WILL <u>NOT</u> BE REVIEWED.
--------------------------	---

PART IV – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE ___ OF THIS CLAIM FORM.

I (we) hereby acknowledge that, pursuant to the terms set forth in the Stipulation and Agreement of Settlement dated November 22, 2024, without further action by anyone, upon the Effective Date of the Settlement, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claim against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any or all of the Released Plaintiffs' Claims directly or indirectly against any of the Defendants' Releasees.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) agree(s) to the release above and certifies (certify) as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the Releases provided for in the Settlement and the terms of the Plan of Allocation;
2. that the Claimant(s) is a (are) member(s) of the Class, as defined in the Notice, and is (are) not excluded by definition from the Class as set forth in the Notice;
3. that the Claimant(s) did not previously submit a request for exclusion from the Class and, if they did, they submitted a request to opt back into the Class in connection with the Settlement;
4. that I (we) own(ed) the GE common stock identified in the Claim Form and have not assigned the claim against Defendants or any of the other Defendants' Releasees to another, or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
5. that the Claimant(s) has (have) not submitted any other claim covering the same purchases/acquisitions/sales of GE common stock and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
6. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') claim and for purposes of enforcing the Releases set forth herein;
7. that I (we) agree to furnish such additional information with respect to this Claim Form as Class Counsel, the Claims Administrator, or the Court may require;
8. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, agree(s) to the determination by the Court of the validity or amount of this Claim, and waives any right of appeal or review with respect to such determination;
9. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

10. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that they are subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that they are no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that they are subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT, AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant Date

Print Claimant name here

Signature of joint Claimant, if any Date

Print joint Claimant name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant Date

Print name of person signing on behalf of Claimant here

Capacity of person signing on behalf of Claimant, if other than an individual, *e.g.*, executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see ¶ 10 on page __ of this Claim Form.)

REMINDER CHECKLIST

1. Sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Attach only **copies** of acceptable supporting documentation as these documents will not be returned to you.
3. Do not highlight any portion of the Claim Form or any supporting documents.
4. Keep copies of the completed Claim Form and any supporting documentation for your own records.
5. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your claim is not deemed submitted until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-844-202-9485.**
6. If your address changes in the future, you must send the Claims Administrator written notification of your new address. If you change your name, inform the Claims Administrator.
7. If you have any questions or concerns regarding your claim, please contact the Claims Administrator at the address below, by email at info@GeneralElectricSecuritiesLitigation.com, or by toll-free phone at 1-844-202-9485 or you may visit the case website, www.GeneralElectricSecuritiesLitigation.com. DO NOT call the Court, Defendants, or Defendants' Counsel with questions regarding your claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, OR SUBMITTED ONLINE AT WWW.GENERALELECTRICSECURITIESLITIGATION.COM, **POSTMARKED (OR RECEIVED) NO LATER THAN _____, 2025.** IF MAILED, THE CLAIM FORM SHOULD BE ADDRESSED AS FOLLOWS:

General Electric Securities Litigation
c/o JND Legal Administration
P.O. Box 91449
Seattle, WA 98111

If mailed, a Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted, if a postmark date on or before _____, 2025, is indicated on the envelope and it is mailed First Class, and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

SJUNDE AP-FONDEN and THE
CLEVELAND BAKERS AND
TEAMSTERS PENSION FUND,
individually and on behalf of all others
similarly situated,

Plaintiffs,

v.

GENERAL ELECTRIC COMPANY, et al.,

Defendants.

Case No. 1:17-cv-8457-JMF

Hon. Jesse M. Furman

[PROPOSED] JUDGMENT APPROVING CLASS ACTION SETTLEMENT

WHEREAS, a consolidated securities class action is pending in this Court entitled *Sjunde AP-Fonden, et al. v. General Electric Company, et al.*, Case No. 1:17-cv-8457-JMF (“Action”);

WHEREAS, by Opinion and Order dated April 11, 2022 (ECF No. 314), this Court certified the Action to proceed as a class action on behalf of all persons and entities that purchased or acquired General Electric Company (“GE”) common stock between February 29, 2016 and January 23, 2018, inclusive (“Class Period”) and were damaged thereby (“Class”);¹

WHEREAS, pursuant to the Court’s Order dated May 27, 2022 (ECF No. 336), notice was disseminated to potential members of the Class to notify them of, among other things: (i) the

¹ Excluded from the Class are: (a) Defendants; (b) GE’s subsidiaries and affiliates; (c) any officer, director, or controlling person of GE, and members of the Immediate Families of such persons; (d) any entity in which any Defendant has a controlling interest; (e) Defendants’ directors’ and officers’ liability insurance carriers, and any affiliates or subsidiaries thereof; and (f) the legal representatives, heirs, successors, and assigns of any such excluded party. Also excluded from the Class are any persons and entities that submitted a request for exclusion in connection with Class Notice (defined below) as set forth on Appendix 1 to the Stipulation that do not opt back into the Class in connection with the Settlement.

Action pending against GE and Jeffrey S. Bornstein (together, “Defendants”); (ii) the Court’s certification of the Action to proceed as a class action on behalf of the Class; and (iii) their right to request to be excluded from the Class, the effect of remaining in the Class or requesting exclusion, and the requirements for requesting exclusion (“Class Notice”);

WHEREAS, Court-appointed Class Representatives Sjunde AP-Fonden and The Cleveland Bakers and Teamsters Pension Fund (together, “Class Representatives”), on behalf of themselves and the other members of the Court-certified Class, and Defendants (together with Class Representatives, the “Parties”) have determined to settle all claims asserted against Defendants in the Action with prejudice on the terms and conditions set forth in the Stipulation and Agreement of Settlement dated November 22, 2024 (“Stipulation”), subject to the approval of this Court (“Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated _____, 2024 (“Preliminary Approval Order”), this Court: (a) found, pursuant to Rule 23(e)(1)(B) of the Federal Rules of Civil Procedure, that it would likely be able to approve the Settlement as fair, reasonable, and adequate under Rule 23(e)(2); (b) ordered that notice of the proposed Settlement be provided to potential Class Members; (c) provided Class Members with the opportunity to opt back into the Class if they previously excluded themselves from the Class in connection with Class Notice or to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, due and adequate notice has been given to the Class;

WHEREAS, the Court conducted a hearing on _____, 2025 (“Settlement Hearing”) to consider, among other things: (a) whether the terms and conditions of the Settlement are fair,

reasonable, and adequate to the Class, and should therefore be approved; and (b) whether a judgment should be entered dismissing the Action with prejudice as against Defendants; and

WHEREAS, the Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Action, and good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. **Jurisdiction** – The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each of the Class Members.

2. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with the Court on November 25, 2024; and (b) the Postcard Notice, Notice, and Summary Notice, all of which were filed with the Court on _____, 2025.

3. **Notice** – The Court finds that the dissemination and posting of the Postcard Notice and Notice and the publication of the Summary Notice: (a) were implemented in accordance with the Preliminary Approval Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the effect of the proposed Settlement (including the Releases to be provided thereunder); (ii) Class Counsel’s motion for attorneys’ fees and Litigation Expenses; (iii) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Class Counsel’s motion for attorneys’ fees and Litigation Expenses; (iv) their right to opt back into the Class if they previously excluded themselves from the Class in connection with Class Notice; and (v) their right to appear at the Settlement Hearing; (d) constituted due, adequate, and sufficient notice to all

persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Federal Rules of Civil Procedure, the United States Constitution (including the Due Process Clause), the Private Securities Litigation Reform Act of 1995, 15 U.S.C. § 78u-4, as amended, and all other applicable law and rules.

4. **CAFA Notice** - The Court finds that the notice requirements set forth in the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, *et seq.*, to the extent applicable to the Action, have been satisfied.

5. **Objections** - The Court has considered each of the objections to the Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that each of the objections is without merit, and each is hereby overruled.]

6. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Rule 23(e)(2) of the Federal Rules of Civil Procedure, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the amount of the Settlement; the Releases provided for therein; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to the Class. Specifically, the Court finds that: (a) Class Representatives and Class Counsel have adequately represented the Class; (b) the Settlement was negotiated by the Parties at arm's length; (c) the relief provided for the Class under the Settlement is adequate taking into account the costs, risks, and delay of trial and appeal; the proposed means of distributing the Settlement Fund to the Class; and the proposed attorneys' fee award; and (d) the Settlement treats members of the Class equitably relative to each other. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

7. The Action and all of the claims asserted against Defendants in the Action by Class Representatives and the other Class Members are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. **Binding Effect** – The terms of the Stipulation and of this Judgment shall be forever binding on Defendants, Class Representatives, and all other Class Members (regardless of whether or not any individual Class Member submits a Claim Form or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective successors and assigns. The persons and entities listed on Exhibit 1 hereto are excluded from the Class pursuant to request and are not bound by the terms of the Stipulation or this Judgment.

9. **Releases** – The Releases set forth in paragraphs 5 and 6 of the Stipulation, together with the definitions contained in paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, upon the Effective Date of the Settlement, Class Representatives and each of the other Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Plaintiffs' Claims (including, without limitation, Unknown Claims) against Defendants and the other Defendants' Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiffs' Claims directly or indirectly against any of the Defendants and the other Defendants' Releasees.

(b) Without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, assigns, representatives, attorneys, and agents, in their capacities as such, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged each and every Released Defendants' Claim (including, without limitation, Unknown Claims) against Class Representatives and the other Plaintiffs' Releasees, and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims directly or indirectly against any of the Plaintiffs' Releasees. This release shall not apply to any person or entity listed on Exhibit 1.

10. Notwithstanding paragraphs 9(a) – (b) above, nothing in this Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. **Bar Order** - Upon the Effective Date of the Settlement, the Court hereby permanently bars, extinguishes, and discharges to the fullest extent permitted by the PSLRA any and all claims for contribution or indemnification (or any other claim or claim-over, however denominated on whatsoever theory, for which the injury claimed is that person's or entity's alleged liability to Class Representatives or any Class Member) among and against Defendants' Releasees arising out of the Action and the claims that were asserted or could have been asserted therein, *provided however*, that nothing in this Bar Order shall preclude either (i) Defendants' Releasees from seeking to enforce any rights they may have under any applicable insurance policies or (ii) any right of indemnification or contribution that Defendants' Releasees may have under contract or otherwise.

12. **Judgment Reduction** – Any final verdict or judgment obtained by or on behalf of the Class or a Class Member against any person or entity subject to the Bar Order (as set forth in ¶ 11 above) based upon, arising out of, relating to, or in connection with in any way in part or in whole any Released Plaintiffs’ Claim shall be reduced by the greater of: (a) an amount that corresponds to the percentage of responsibility of Defendants for common damages; or (b) the amount paid by or on behalf of Defendants to the Class or Class Member for common damages.

13. **Rule 11 Findings** – The Court finds and concludes that the Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the institution, prosecution, defense, and settlement of the Action.

14. **No Admissions** – Neither this Judgment, the Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the Parties’ mediations and subsequent Settlement, the communications and/or discussions leading to the execution of the Term Sheet and the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Defendants’ Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Defendants’ Releasees with respect to the truth of any fact alleged by Class Representatives or the validity or infirmity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Defendants’

Releasees or in any way referred to for any other reason as against any of the Defendants' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of the Plaintiffs' Releasees as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Plaintiffs' Releasees that any of their claims are without merit, that any of the Defendants' Releasees had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Plaintiffs' Releasees, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation; or

(c) shall be construed against any of the Releasees as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; *provided, however*, that the Parties and the Releasees and their respective counsel may refer to this Judgment and the Stipulation to effectuate the protections from liability granted hereunder and thereunder or otherwise to enforce the terms of the Settlement.

15. **Retention of Jurisdiction** – Without affecting the finality of this Judgment in any way, this Court retains continuing and exclusive jurisdiction over: (a) the Parties for purposes of the administration, interpretation, implementation, and enforcement of the Settlement; (b) the disposition of the Settlement Fund; (c) any motion for attorneys' fees and/or Litigation Expenses

in the Action that will be paid from the Settlement Fund; (d) any motion to approve the Plan of Allocation; (e) any motion to approve the Class Distribution Order; and (f) the Class Members for all matters relating to the Action.

16. Separate orders shall be entered regarding approval of a plan of allocation and the motion of Class Counsel for attorneys' fees and Litigation Expenses. Such orders shall in no way affect or delay the finality of this Judgment and shall not affect or delay the Effective Date of the Settlement.

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

18. **Termination of Settlement** – If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Judgment shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Class Representatives, the other Class Members, and Defendants, and Class Representatives and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on October 16, 2024, as provided in the Stipulation.

19. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in this Action. Accordingly, the Clerk of the Court is expressly directed to immediately enter this final judgment in this Action.

SO ORDERED this _____ day of _____, 2025.

The Honorable Jesse M. Furman
United States District Judge

Exhibit 1

List of Persons and Entities Excluded from
the Class Pursuant to Request