

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY  
IOWA BUSINESS SPECIALTY COURT**

<p>KENDALL J. MEADE, individually and on behalf of all others similarly situated,</p> <p style="text-align:center">Plaintiff,</p> <p>v.</p> <p>EMC INSURANCE GROUP INC., PETER S. CHRISTIE, STEPHEN A. CRANE, JONATHAN R. FLETCHER, BRUCE G. KELLEY, GRETCHEN H. TEGELER, and EMCC CASUALTY COMPANY,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. LACL146098</p> <p>CLASS ACTION</p>
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**STIPULATION OF SETTLEMENT**

This Stipulation of Settlement, dated January 9, 2023, is made and entered into by and among the following parties to the above-captioned litigation (the “Action” or “Litigation”): (i) plaintiff Kendall J. Meade (“Plaintiff”), by and through his counsel of record in the Litigation; and (ii) defendants Bruce G. Kelley (“Kelley”), EMC Insurance Group, Inc. (“EMCI”), Employers Mutual Casualty Company (“EMCC”) (Kelley, EMCI, and EMCC are collectively referred to as “Defendants”) (Plaintiff and Defendants are collectively referred to as the “Settling Parties”), by and through their counsel of record in the Litigation.

WHEREAS, on May 9, 2019, EMCI and EMCC issued a joint press release announcing that EMCC and EMCI had entered an Agreement and Plan of Merger whereby EMCC would acquire the remaining outstanding shares of EMCI for \$36.00 per share (the “Acquisition”),

subject to approval of EMCI shareholders, including a “majority of the minority” vote requirement; and

WHEREAS, on August 8, 2019, EMCI filed with the SEC a Definitive Proxy Statement on Schedule 14A (the “Proxy”); and

WHEREAS, on September 18, 2019, EMCI shareholders voted to approve the Acquisition and the Acquisition closed on September 19, 2019; and

WHEREAS, Plaintiff filed this action on October 22, 2019 which Defendants moved to dismiss; and

WHEREAS, Plaintiff filed a notice of appeal relating to the claims against Defendants on July 5, 2022; and

WHEREAS, arm’s length settlement negotiations have taken place between Plaintiff’s Counsel and counsel for Defendants, and this Agreement has been reached as a result of those negotiations; and

WHEREAS, Plaintiff has conducted an investigation into the facts and the law regarding the claims asserted in this Action, and has concluded that a settlement with Defendants according to the terms set forth below is fair, reasonable, and adequate, and in the best interests of Plaintiff and the putative class; and

WHEREAS, Defendants deny each and every allegation asserted by Plaintiff and assert that although they have strong defenses to the causes of action asserted by Plaintiff, they have decided to enter into this Agreement, subject to all of the conditions stated herein, in order to obtain the releases, orders, and judgment contemplated by this Agreement; and put to rest with finality all claims that Plaintiff has or could have asserted against the Defendants.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for himself and on behalf of the Settlement Class Members) and the Defendants, by and through their respective counsel of record, that, subject to the approval of the Court and the other conditions set forth below, pursuant to Iowa R. Civ. P. 1.271, the Litigation and the Released Claims shall be finally, fully and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice, without costs to Plaintiff, the Settlement Class Members, or Defendants, except as provided for herein, upon and subject to the terms and conditions of the Stipulation, as follows:

**A. Definitions**

As used in the Stipulation the following terms have the meanings specified below:

1. “Authorized Claimant” means any Settlement Class Member whose claim for recovery has been allowed pursuant to the terms of the Plan of Allocation ultimately approved by the Court.
2. “Claim Form” or “Proof of Claim Form” or “Proof of Claim and Release” means the document, substantially in the form attached hereto as **Exhibit A-2**.
3. “Claimant” means a person or entity who or which submits a Claim Form to the Claims Administrator.
4. “Claims Administrator” means the firm of RG/2 Claims Administration.
5. “Court” means the Iowa District Court for Polk County.
6. “Defendants’ Counsel” means the counsel for Defendants as listed herein.
7. “Effective Date” means the first date by which all of the following events and conditions have been met and have occurred.

- (a) Execution of this Stipulation and such other documents as may be required to obtain final Court approval of the Stipulation in a form satisfactory to the Settling Parties;

- (b) the Court has entered the Preliminary Approval Order;
- (c) the Settlement Amount has been deposited in the Escrow Account;
- (d) the Defendants have not exercised their option to terminate the Stipulation;
- (e) the Court has approved this Stipulation, following notice to the Settlement Class Members and the Final Approval Hearing;
- (f) the Court has entered the Order and Final Judgment in the form of **Exhibit B** attached hereto; and
- (g) the Order and Final Judgment has become Final.

8. “Escrow Account” means the account established by the Claims Administrator.

9. “Escrow Agent” means the Claims Administrator.

10. “Final” means when the last of the following with respect to the Order and Final Judgment, substantially in the form attached hereto as **Exhibit B**, shall occur: (i) the expiration of three (3) business days after the time for the filing of any motion to alter or amend the Order and Final Judgment without any such motion having been filed; (ii) the expiration of the time for the filing or noticing of any appeal from the Order and Final Judgment without any appeal having been filed; and (iii) if such motion to alter or amend is filed or if an appeal is filed or noticed, then immediately after the determination of that motion or appeal so that the Order and Final Judgment is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise. For purposes of this paragraph, an appeal shall include any petition for a writ of certiorari or other writ that may be filed in connection with the approval or disapproval of this Settlement.

11. “Final Approval Hearing” means the hearing to determine whether the proposed Settlement embodied by this Stipulation is fair, reasonable, and adequate to the Settlement Class, and whether the Court should: (1) enter the Order and Final Judgment approving the proposed

Settlement; (2) approve the Plan of Allocation of settlement proceeds; and (3) assess Lead Counsel's petition for attorneys' fees and expenses and Plaintiff's request for payment of time and expenses.

12. "Individual Defendant" means Kelley.

13. "Lead Counsel" means Monteverde & Associates PC.

14. "Liaison Counsel" means Dickey, Campbell & Sahag Law Firm, PLC.

15. "Notice" means the Notice of Pendency and Proposed Settlement of Class Action.

16. "Order and Final Judgment" means the judgment to be rendered by the Court, substantially in the form attached hereto as **Exhibit B**.

17. "Person" means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees.

18. "Plaintiff's Counsel" means Lead Counsel, Liaison Counsel, and Ademi LLP, or their respective successors.

19. "Plan of Allocation" means a plan or formula of allocation of the Settlement Fund whereby the Settlement Fund shall be distributed to Authorized Claimants after payment of expenses of notice and administration of the Settlement, Taxes and Tax Expenses, and such attorneys' fees, costs, expenses (including time and expenses awarded by the Court to Plaintiff), and interest as may be awarded by the Court. Any Plan of Allocation, including **Exhibit** \_\_ attached hereto, is not part of the Stipulation.

20. “Preliminary Approval Order” means the order entered by the Court substantially in the form attached hereto as **Exhibit A**.

21. “Released Claims” means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, derivative or direct, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or could be asserted in the future by a Member of the Settlement Class in his, her or its capacity as a purchaser, seller or holder of EMCI stock against EMCC, EMCI, or Kelley, and any and all of Defendants’ related parties, including, without limitation, any and all of their current or former parents, subsidiaries, predecessors, successors, divisions, associated entities, assigns, investment funds, joint ventures and general or limited partnerships, and each their respective current or former officers, directors (including, but not limited to, Bruce G. Kelley, Peter S. Christie, Stephen A. Crane, Jonathan R. Fletcher, and Gretchen H. Tegeler), trustees, partners, members, contractors, auditors, principals, agents, managing agents, stockholders, employees, attorneys, accountants, investment bankers or advisors including those providing any fairness opinions, underwriters, brokers, dealers, lenders, commercial bankers, consultants, accountants, insurers, co-insurers, reinsurers in their capacities as such, as well as the Individual Defendant’s past and current immediate family members, heirs, trusts, trustees, executors, personal or legal representatives, estates, administrators, beneficiaries, distributees, foundations, agents, attorneys, accountants, assigns (collectively, “**Defendants’ Released Persons**”), that arise out of or relate in any way to: (i) the Action, including the claims in the Action and any acts, facts, events, disclosures, representations, statements, or omissions

alleged or referenced therein; (ii) any duties, fiduciary or otherwise, of Defendants' Released Persons arising from or related to the Acquisition; (iii) the common stock of EMCI arising from or related to the Acquisition; (iv) any other claims concerning the Acquisition; or (v) any actions or omissions of any of Defendants' Released Persons done in anticipation of the Acquisition.

22. "Settlement" means the settlement of the Litigation as set forth in this Stipulation.

23. "Settlement Amount" means the principal amount of One Million Six Hundred Fifty Thousand Dollars (\$1,650,000.00).

24. "Settlement Class" means all record holders and all beneficial holders of EMCI common stock who purchased, sold or held such stock at any time during the Settlement Class Period, including any Persons that claim by, through, or under them, such as any spouse; present or former family members; present, former, and future heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, and assigns. Excluded from the Settlement Class are (i) Defendants; (ii) members of the immediate families of each Defendant; (iii) EMCI's subsidiaries and affiliates; (iv) any entity in which any Defendant has a controlling interest; (v) the legal representatives, directors, heirs, successors, administrators, executors, and assigns of each Defendant; (vi) any Persons or entities who properly exclude themselves by filing a valid and timely request for exclusion; (vii) Gregory M. Shepard; and (viii) Quadre Investments, L.P.

25. "Settlement Class Member" or "Member of the Settlement Class" means any Person who falls within the definition of the Settlement Class.

26. "Settlement Class Period" means the period commencing on July 1, 2018 and ending on September 19, 2019, inclusive.

27. “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto after being transferred to an account controlled by the Escrow Agent, and which may be reduced by payments or deductions as provided for herein or by court order.

28. “Settling Parties” or “Parties” means, collectively, each of the Defendants and Plaintiff on behalf of himself and each of the Settlement Class Members.

29. “Stipulation” means this Stipulation of Settlement, including the recitals and Exhibits thereto.

30. “Taxes” means all taxes (including any estimated taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund.

31. “Tax Expenses” means expenses and costs incurred in connection with the calculation and payment of taxes or the preparation of tax returns and related documents, including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs relating to filing (or failing to file) the returns related to the Taxes.

32. “Unknown Claims” means any of the Released Claims that the Plaintiff and the Settlement Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Claims, which, if known by such Person, might have affected such Person’s decision with respect to this Settlement, including, without limitation, such Person’s decision not to object to this Settlement or not to exclude himself, herself or itself from the Settlement Class. Unknown Claims include those Released Claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden.

## **B. The Settlement**

### **a. The Settlement Fund**

33. In consideration of the terms of this Stipulation, EMCC shall pay or cause to be paid \$150,000.00 into the Escrow Account, no later than fifteen (15) days after the later of: (i)



entry of the Preliminary Approval Order; and (ii) receipt by pertinent insurance carrier(s) of each of (a) a copy of the Preliminary Approval Order as entered by the Court, and (b) all information necessary to effectuate a transfer of funds to the Escrow Account (including wiring instructions, the bank name and location (city/state), the accountholder name, the account number, the ABA routing number, a signed W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited, and confirmation by phone—at a general phone number of the bank maintaining the Escrow Account—of the accuracy of the account information in a form satisfactory to EMCC or its insurers). The initial \$150,000.00 payment of the Settlement Amount shall be used for costs and expenses incurred in connection with Notice and Settlement Administration Costs, until entry of the Order and Final Judgment approving this settlement. In the event the Settlement is terminated or otherwise not rendered final pursuant to the terms of this Agreement, Plaintiff's Counsel shall, within ten (10) business days after notice of such termination event, instruct the Escrow Agent to return to EMCC any remaining monies not previously spent for Notice and Settlement Administration Costs.

34. In addition, EMCC shall pay or cause to be paid \$1,500,000.00 into the Escrow Account, no later than fifteen (15) days after the later of (i) entry of the Order and Final Judgment; and (ii) receipt by pertinent insurance carrier(s) of each of (a) a copy of the Order and Final Judgment as entered by the Court, (b) all information necessary to effectuate a transfer of funds to the Escrow Account (including wiring instructions, the bank name and location (city/state), the accountholder name, the account number, the ABA routing number, a signed W-9 reflecting a valid taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited, and confirmation by phone—at a general phone number of the bank maintaining the Escrow Account—of the accuracy of the account information in a

form satisfactory to EMCC or its insurers). In the event the Settlement is terminated or otherwise not rendered final pursuant to the terms of this Agreement, the full \$1,500,000.00 payment, plus any accrued interest, shall be refunded to EMCC in accordance with instructions to be provided by Defendants' Counsel consistent with this Agreement no later than ten (10) business days from the termination event or as otherwise agreed upon in writing by Defendants' Counsel. To the extent payments have been made from the Settlement Fund for the Fee and Expense Award (referenced in paragraph 61 herein) prior to such termination of the Settlement, Lead Counsel specifically promise and agree to refund Defendants all such payments, plus interest, no later than ten (10) business days from the termination event or as otherwise agreed upon in writing by Defendants' Counsel.

35. The Escrow Agent shall deposit any payments of the Settlement Amount, plus any accrued interest, in a segregated escrow account maintained by the Escrow Agent.

36. The deposit of the Settlement Amount is the only payment to be made by or on behalf of Defendants in connection with this Settlement. There will be no responsibility on the part of the Individual Defendant to pay any portion of the Settlement Amount or pay any other amount in connection with the Settlement. As set forth below, all fees, costs, and expenses incurred by or on behalf of Plaintiff and the Settlement Class associated with the Settlement, including, but not limited to, Taxes, Tax Expenses, administrative costs and costs of providing notice of the Settlement to the Settlement Class Members, Settlement Class Member benefits, any award of attorneys' fees and expenses of Plaintiff's Counsel, and any incentive award to Plaintiff made by the Court for reasonable time and expenses, and any other costs, expenses or fees of any kind whatsoever associated with the resolution of this matter shall be paid from the Settlement Fund, and in no event shall Defendants or Defendants' Released Persons bear any

responsibility for any such fees, costs or expenses. Neither Defendants nor Defendants' Released Persons shall have any responsibility for or liability whatsoever with respect to the funds held in the Escrow Account, including with respect to investment decisions, distribution of the Settlement Fund, or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

**b. The Escrow Agent**

37. The Escrow Agent will invest the Settlement Fund only in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, and will reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All costs and risks related to the investment of the Settlement Fund in accordance with the guidelines set forth in this paragraph shall be borne by the Settlement Fund and neither Defendants nor Defendants' Released Persons shall have any responsibility for or liability whatsoever with respect to the funds held in the Escrow Account, including with respect to investment decisions, distribution of the Settlement Fund, or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

38. The Escrow Agent shall not disburse the Settlement Fund except as provided by: (i) the Stipulation; (ii) an order of the Court; or (iii) prior written agreement of Defendants' Counsel.

39. Subject to further order(s) and/or directions as may be made by the Court, or as provided in the Stipulation, the Escrow Agent is authorized to execute such transactions on behalf of the Settlement Class Members as are consistent with the terms of the Stipulation.

40. All funds held by 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 such funds shall be distributed or returned pursuant to the Stipulation and/or further order(s) of the Court.

41. The Escrow Agent may pay from the Settlement Fund the costs and expenses reasonably and actually incurred in connection with providing notice to Members of the Settlement Class, mailing the Notice and Proof of Claim and Release and publishing notice (such amount shall include, without limitation, the actual costs of publication, printing and mailing the Notice, and reimbursement to nominee owners for forwarding notice to their beneficial owners), assisting with the filing of claims, administering and distributing the Net Settlement Fund to Authorized Claimants, processing Proofs of Claim and Releases, and paying escrow fees and costs, if any, and the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and processing the submitted claims (“**Notice and Administration Costs**”).

**c. Taxes**

42. The Settling Parties and the Escrow Agent agree that the Settlement Fund is intended to be and should be treated as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out these provisions, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended (the “Code”). It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

43. For the purpose of § 1.468B of the Code and the Treasury regulations promulgated thereunder, the Escrow Agent shall be designated as the “administrator” of the Settlement Fund. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)).

44. All: (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants or Defendants’ Released Persons with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes; and (b) Tax Expenses, and costs incurred in connection with the operation and implementation of this section (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this section), shall be paid out of the Settlement Fund. Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amount, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)). The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this section.

### **C. Preliminary Approval Order and Final Approval Hearing**

45. Promptly after execution of the Stipulation, Plaintiff shall submit the Stipulation together with its Exhibits to the Court and Plaintiff's Counsel shall apply for entry of an order, substantially in the form and content of **Exhibit A** attached hereto, requesting the preliminary approval of the Settlement set forth in the Stipulation, approval for the mailing of the Notice of Pendency and Proposed Settlement of Class Action (the "Notice") and the Proof of Claim and Release, substantially in the forms of **Exhibits A-1** and **A-2** attached hereto, and approval of the publication of a Summary Notice, substantially in the form of **Exhibit A-3** attached hereto, or such other substantially similar form agreed to by the Settling Parties.

**D. Releases**

46. Upon the Effective Date, without further action by anyone, Plaintiff, on behalf of himself and all Settlement Class Members, in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by operation of the Order and Final Judgment, shall have, fully, finally, and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice any and all of the Released Claims (including, without limitation, Unknown Claims) against Defendants and each and all of Defendants' Released Persons, regardless of whether a Settlement Class Member executes and delivers a Proof of Claim and Release.

47. Upon the Effective Date, without further action by anyone, Plaintiff, on behalf of himself and all Settlement Class Members, in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall be forever barred and enjoined from commencing, instituting, asserting, maintaining, enforcing, aiding, prosecuting, or continuing to prosecute any action or proceeding in any forum (including, but not limited to, any state or federal court of law or equity, any arbitral forum, any tribunal, administrative forum, or the court of any foreign jurisdiction, or any other forum of any kind),

any and all of the Released Claims (including, without limitation, Unknown Claims), against Defendants and each and all of Defendants' Released Persons, regardless of whether such Settlement Class Member executes and delivers a Proof of Claim and Release.

48. Upon the Effective Date, without further action by anyone, Plaintiff, on behalf of himself and each and every Settlement Class Member, in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall covenant or be deemed to have covenanted not to sue any of Defendants and Defendants' Released Persons with respect to any and all Released Claims (including, without limitation, Unknown Claims).

49. With respect to any and all Released Claims, upon the Effective Date, Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived, to the fullest extent permitted by law, the provisions, rights, and benefits of 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.

Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment 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, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiff and the Settlement Class Members may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly, and each Settlement Class

Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiff acknowledges, and the Settlement Class Members, shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

50. The Proof of Claim and Release to be executed by Settlement Class Members shall release any and all Released Claims against Defendants and each and all of Defendants' Released Persons and shall be substantially in the form contained in **Exhibit A-2** attached hereto.

51. All obligations to any Settlement Class Member of any Defendant or Defendants' Released Person arising out of the Litigation are discharged, and any and all claims for contribution arising out of the Litigation or any of the Released Claims (i) by any person or entity against any of the Defendants' Released Persons, and (ii) by any of Defendants' Released Persons against any person or entity are hereby permanently barred, extinguished, discharged, satisfied and unenforceable.

52. For the avoidance of doubt, nothing in this Stipulation is intended to, nor shall it be deemed to, release any claim that Defendants have against any of Defendants' insurers.

**E. Administration and Calculation of Claims, Final Awards, and Supervision and Distribution of Settlement Fund**



53. The Claims Administrator, subject to such supervision and direction of the Court, shall administer and calculate the claims submitted by Settlement Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

54. The Settlement Fund shall be applied as follows: (a) to pay all Notice and Administration Costs; (b) to pay the Taxes and Tax Expenses; (c) to pay Plaintiff's Counsel's attorneys' fees and expenses with interest thereon (the "Fee and Expense Award"), if and to the extent awarded by the Court, and any incentive award for Plaintiff, if and to the extent awarded by the Court; and (d) after the Effective Date, to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

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

(a) Each Settlement Class Member shall be required to submit a Proof of Claim and Release, substantially in a form approved by the Court, supported by such documents as are designated therein, including proof of the transactions claimed, or such other documents or proof as the Claims Administrator, in its discretion, may deem acceptable;

(b) All Proofs of Claim and Releases must be submitted by the date specified in the Notice unless such period is extended by Court order. Any Settlement Class Member who fails to submit a Proof of Claim and Release by such date, or timely submits a Proof of Claim and Release that is ultimately and finally disallowed or rejected by the Claims Administrator, shall be forever barred from receiving any 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 Order and Final Judgment to be entered in the Litigation and the releases provided for herein, and will be barred from bringing any action against Defendants and Defendants' Released Persons concerning the Released Claims. A Proof of Claim and Release shall be deemed to have been submitted when posted, 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 Proof of Claim and Release shall be deemed to have been submitted when actually received by the Claims Administrator;

(c) Each Proof of Claim and Release shall be submitted to and reviewed by the Claims Administrator, who shall determine in accordance with this Stipulation and the approved 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;

(d) Proofs of Claim and Releases that do not meet the submission requirements may be rejected;

(e) Prior to rejection of a Proof of Claim and Release, the Claims Administrator shall communicate with the Claimant in order to attempt to remedy the curable deficiencies. The Claims Administrator shall notify, in a timely fashion and in writing, all Claimants whose Proofs of Claim and Releases it 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 (f) below;

(f) 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 (e) above, 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, Lead Counsel shall thereafter present the request for review to the Court;

(g) Each Claimant who submits a Proof of Claim and Release shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's claim, including, but not limited to, all releases provided for herein and in the Order and Final Judgment, and the claim will be subject to investigation and discovery, provided that such investigation and discovery shall be limited to the Claimant's status as a Settlement Class Member and the validity and amount of the Claimant's claim. In connection with processing the Proofs of Claim and Releases, no discovery shall be allowed on the merits of the Litigation or the Settlement; and

(h) The Claims Administrator shall calculate the claims of Authorized Claimants in accordance with the Plan of Allocation. Following the Effective Date, the Claims Administrator shall send to each Authorized Claimant his, her or its pro rata share of the Net Settlement Fund. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$5.00.

56. Defendants shall not have a reversionary interest in the Net Settlement Fund. The Net Settlement Fund shall be distributed to the Authorized Claimants in accordance with the Plan of Allocation set forth in the Notice and approved by the Court. The Claims Administrator will make reasonable and diligent efforts to have Settlement Class Members who are entitled to participate in the distribution of the Net Settlement Fund cash their distributions. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the initial

distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), the Claims Administrator shall, if feasible, reallocate on a pro rata basis among Authorized Claimants who negotiated the checks sent to them in the initial distribution and who would receive a minimum of \$5.00. These reallocations shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis* and any remainder shall thereafter be donated to the Cady Learning Center Foundation.

57. Any proposed Plan of Allocation of the Net Settlement Fund, including, but not limited to, any adjustments to an Authorized Claimant's claim set forth therein, is not a part of this Stipulation and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in the Stipulation, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel the Stipulation or affect the finality of the Court's Order and Final Judgment approving the Stipulation and the Settlement set forth therein, or any other orders entered pursuant to the Stipulation.

58. Plaintiff, Settlement Class Members, and Defendants shall be bound by the terms of this Stipulation, irrespective of whether the Court disapproves or modifies the Plan of Allocation. The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Order and Final Judgment regardless of whether a Plan of Allocation has been approved.

**F. Settlement and Lead Counsel's Attorneys' Fees and Expenses**

59. Thirty-five (35) days before the Final Approval Hearing, Lead Counsel shall file papers in support of the Settlement and an application (the "Fee and Expense Application") for: (a) an award of attorneys' fees; (b) payment of expenses in connection with prosecuting the Litigation; and (c) any incentive award for Plaintiff. Any and all such fees, expenses, charges

and costs awarded by the Court shall be payable solely out of the Settlement Fund. If the portion of the fee in such Fee and Expense Application includes a request up to one-third (1/3) of the Settlement Fund plus reasonable out of pocket expenses, Defendants shall take no position with respect to the application, but Defendants may respond in a neutral manner to information or questions propounded by the court with respect to such application.

60. The procedure for and the allowance or disallowance by the Court of the Fee and Expense Application, or Plaintiff's expenses to be paid out of the Settlement Fund, are not part of the Settlement, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any determination by the Court regarding the Fee and Expense Application or Plaintiff's expenses shall not impact the finality, validity, and enforceability of the Settlement, this Stipulation, or the releases contained herein. Any order or proceeding relating to the Fee and Expense Application or Plaintiff's expenses or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Settlement, or affect or delay the finality of the Order and Final Judgment approving this Stipulation and the Settlement of the Litigation.

61. The Court may consider and rule upon the fairness, reasonableness, and adequacy of the Settlement independently of any Fee and Expenses Award. The Fee and Expense Award, as awarded by the Court, shall be paid to Lead Counsel from the Settlement Fund, as ordered, within three (3) days after payment of the \$1,500,000.00 remainder of the Settlement Amount into the Escrow Account contemplated by paragraph 34 of this Agreement, notwithstanding the existence of any timely filed objection thereto, any appeal or potential for appeal therefrom, or collateral attack on the Settlement, any part thereof, or the Fee and Expense Award. The Court's failure to approve any requested Fee and Expense Award, in whole or in part, shall have no

effect on the Settlement, and final resolution by the Court of any requested Fee and Expense Award shall not be a precondition to dismissal of the Action. In the event that the Settlement does obtain Final Approval in accordance with the terms and conditions set forth herein, and a Fee and Expense Award is nevertheless reversed or modified on appeal, Lead Counsel are obligated to refund to the Fund the amount by which any such Fee and Expense was reduced and all interest accrued or accumulated thereon, and to distribute all such amounts to the Settlement Class on a pro rata basis consistent with the provisions for distribution of monies from the Fund as set forth herein.

**G. Conditions of Settlement, Effect of Disapproval, Cancellation or Termination**

62. The Settling Parties shall have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so (“Termination Notice”) to all other parties hereto within thirty (30) days of: (a) the Court’s declining to enter a Preliminary Approval Order substantially identical to the Preliminary Approval Order submitted by the Parties; (b) the Court’s refusal to approve this Stipulation or a substantially identical Stipulation; (c) the Court’s declining to enter the Order and Final Judgment, or a substantially identical document; (d) the Order and Final Judgment being modified or reversed by the Iowa Supreme Court or the Iowa Court of Appeals in any manner that results in a document that is not substantially identical to the document submitted by the Settling Parties; (e) the occurrence of any condition set forth in the Settling Parties’ Supplemental Agreement; or (f) the Effective Date not otherwise occurring. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation, or **Exhibit A-1** to this Stipulation, or the amount of any attorneys’ fees, costs, expenses, and interest awarded by the Court to Plaintiff’s Counsel or Plaintiff, shall constitute grounds for cancellation or termination of the Settlement.

63. Notwithstanding any other provision of this Stipulation, Defendants shall have the option to terminate the Settlement in the event that a portion of the Settlement Class, equal or greater than the portion specified in the separate supplemental agreement between Lead Counsel and Defendants' Counsel (the "Supplemental Agreement") delivers timely and valid requests for exclusion from the Settlement Class. The Supplemental Agreement, which is being executed concurrently herewith, will not be filed with the Court unless requested by the Court or unless a dispute among the Settling Parties concerning its interpretation or application arises, and in that event, the Settling Parties will use their reasonable best efforts to file the Supplemental Agreement for the Court's *in camera* review and/or under seal.

64. In the event that the Stipulation is not approved by the Court or the Settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the Settling Parties shall not forfeit or waive any factual or legal defense or contention in the Litigation and shall be restored to their respective positions in the Litigation as of November 1, 2022. In such event, the terms and provisions of the Stipulation shall have no further force and effect with respect to the Settling Parties and shall not be used in the Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*.

#### **H. Stipulation to Certification of the Settlement Class for Settlement Purposes Only**

65. For purposes of this Settlement only, the Settlement Class comprises all Members of the Settlement Class. For settlement purposes only, Defendants do not oppose Plaintiff's position that the requirements of Iowa Rule of Civil Procedure 1.261 to 1.263 are satisfied and, subject to Court approval, the Settlement Class should be certified for settlement purposes.

Should the Court not grant final approval for whatever reason, the Parties' agreement as to class

certification as part of the Settlement shall become null and void and shall have no effect whatsoever. Defendants expressly reserve their right to oppose class certification should this Settlement fail to become effective. In such event, no doctrine of waiver, estoppel, or preclusion will be asserted in any litigated certification proceedings in this Action. No agreements made by or entered into by Defendants in connection with the Agreement may be used by Plaintiff, any Member of the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

66. The Settling Parties therefore stipulate to: (i) certification, for settlement purposes only, of the Settlement Class; (ii) appointment of Plaintiff as the class representative; and (iii) appointment of Monteverde & Associates PC and Ademi LLP as Class Counsel. Certification of the Settlement Class shall be binding only with respect to the Settlement and only if the Order and Final Judgment contemplated by this Stipulation becomes Final and the Effective Date occurs.

#### **I. Miscellaneous Provisions**

67. The Settling Parties (a) acknowledge that it is their intent to consummate this Settlement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation, including in seeking Court approval of the Preliminary Approval Order, and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation expeditiously and to obtain final approval by the Court of the Settlement. EMCC agrees to provide Plaintiff with a shareholder list and securities position report for EMCI necessary to provide notice to the Settlement Class.

68. This Stipulation, the Exhibits attached hereto, and the Supplemental Agreement constitute the entire agreement between the Settling Parties as to the subject matter hereof and



supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties. No representations, warranties, or inducements have been made to any party concerning the Stipulation, its Exhibits, or the Supplemental Agreement other than the representations, warranties, and covenants contained and memorialized in such documents.

69. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all settlement negotiations, settlement discussions and draft documents confidential; provided, however, that this paragraph (i) shall not prevent the Settling Parties from making disclosures to their insurers, auditors, attorneys, officers, directors or associates, or disclosures to others as may be required by law, and (ii) shall not limit the materials or evidence that may be offered or referred to by the Settling Parties in disputes, actions, or proceedings arising with any insurer. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

70. Except as otherwise provided for herein, all agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

71. The Settling Parties agree to take no action in connection with the Settlement that is intended to, or that would reasonably be expected to, harm the reputation of any of the Settling Parties (including a party's officers, directors, employees, agents, or attorneys), or that would reasonably be expected to lead to unfavorable publicity for any of the Settling Parties.

72. Neither the fact of settlement, this Agreement, nor any consideration thereof, nor any actions taken to implement the terms of this Agreement, are intended to be, nor may they be,

deemed or construed to be an admission or concession of liability or of the validity of any claim or of any point of law or fact based upon, arising out of, relating to, or otherwise in connection with the allegations asserted or that could have been asserted in the Action, and shall not be deemed or constructed to be an admission or evidence for any purpose whatsoever.

73. This Stipulation shall be construed and interpreted to effectuate the intent of the Settling Parties, which is to resolve completely those claims and disputes, including in this Litigation, and as more fully described herein.

74. The Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

75. Except as provided herein, neither the Plaintiff nor Defendants shall be bound by the Stipulation if the Court substantively modifies any terms thereof.

76. Plaintiff and Lead Counsel represent and warrant that none of the Plaintiff's claims or causes of action referred to in this Litigation or this Stipulation has been assigned, encumbered, or in any manner transferred in whole or in part.

77. Each counsel or other Person executing the Stipulation or any of its Exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

78. All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) when delivered to the recipient by email at the addresses set forth below; (ii) five (5) business days after being sent to the recipient by reputable overnight courier service (charges prepaid); or (iii) eight (8) business days after being mailed to the recipient by certified or registered mail, return receipt requested, and postage prepaid, and addressed to the intended recipient(s) as set forth below:

***If to Plaintiff or to Plaintiff's Counsel:***

Juan E. Monteverde  
Monteverde & Associates PC  
The Empire State Building  
350 Fifth Avenue, Suite 4405  
New York, New York 10118  
Telephone: (212) 971-1341  
[jmonteverde@monteverdelaw.com](mailto:jmonteverde@monteverdelaw.com)

***If to Defendants or to Defendants' Counsel:***

Beth I.Z. Boland  
Foley & Lardner LLP  
111 Huntington Avenue  
Suite 2500  
Boston, MA 02199-7610  
Telephone: (617) 226-3179  
[bboland@foley.com](mailto:bboland@foley.com)

Jeffrey P. Justman  
Faegre Drinker Biddle & Reath LLP  
2200 Wells Fargo Center  
90 S. Seventh S., suite 2200  
Minneapolis, MN 55402  
Telephone: (612) 766-7133  
[jeff.justman@faegredrinker.com](mailto:jeff.justman@faegredrinker.com)

Michael W. Thrall  
Nyemaster Goode P.C.  
700 Walnut St., Suite 1600  
Des Moines, IA 50309-3899  
Telephone: (515) 283-3189  
[mwt@nyemaster.com](mailto:mwt@nyemaster.com)

79. The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or PDF via email shall be deemed originals.

80. The Stipulation shall be binding upon, and inure to the benefit of, the heirs, successors and assigns of the Settling Parties.

81. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in the Stipulation.

82. This Stipulation shall be governed by the laws of the State of Iowa without regard to its choice of laws principles.

*Juan E. Monteverde*

Juan E. Monteverde

MONTEVERDE & ASSOCIATES PC on behalf of  
Kendall J. Meade

\_\_\_\_\_  
EMC Insurance Group, Inc.

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Employer's Mutual Casualty Company

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

Title: \_\_\_\_\_

\_\_\_\_\_  
Bruce G. Kelley

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Juan E. Monteverde  
MONTEVERDE & ASSOCIATES PC on behalf of  
Kendall J. Meade



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EMC Insurance Group, Inc.  
By: Todd A. Strother  
Title: Senior Vice President & Secretary



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Employers Mutual Casualty Company  
By: Todd A. Strother  
Title: Executive Vice President &  
Secretary

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Bruce G. Kelley

\_\_\_\_\_  
Juan E. Monteverde  
MONTEVERDE & ASSOCIATES PC on behalf of  
Kendall J. Meade

\_\_\_\_\_  
EMC Insurance Group, Inc.

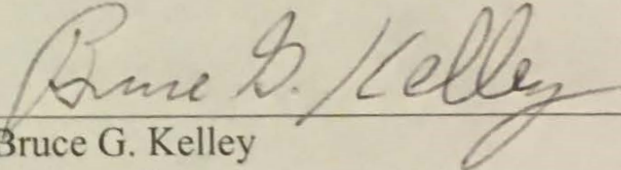
By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Employer's Mutual Casualty Company

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

Title: \_\_\_\_\_

\_\_\_\_\_  
  
Bruce G. Kelley

# EXHIBIT A



**IN THE IOWA DISTRICT COURT FOR POLK COUNTY  
IOWA BUSINESS SPECIALTY COURT**

<p>KENDALL J. MEADE, individually and on behalf of all others similarly situated,</p> <p style="text-align:center">Plaintiff,</p> <p>v.</p> <p>EMC INSURANCE GROUP INC., PETER S. CHRISTIE, STEPHEN A. CRANE, JONATHAN R. FLETCHER, BRUCE G. KELLEY, GRETCHEN H. TEGELER, and EMCC CASUALTY COMPANY,</p> <p style="text-align:center">Defendants.</p>	<p>Case No. LACL146098</p> <p>CLASS ACTION</p>
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**PRELIMINARY APPROVAL ORDER**

WHEREAS, an action pending before this Court is styled *Meade v. EMC Insurance Group, Inc., et al.*, Case No. LACL146098 (the “Litigation”);

WHEREAS, the Plaintiff Kendall J. Meade (“Plaintiff”) has made a motion for an order preliminarily approving the Settlement of this Litigation, in accordance with a Stipulation of Settlement dated January 9, 2023 (the “Stipulation”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Litigation between the Settling Parties and for dismissal with prejudice of the Litigation against Defendants and of the Released Claims against Defendants and Defendants’ Released Persons upon the terms and conditions set forth therein;

WHEREAS, the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, the Settling Parties to the Stipulation having consented to entry of this Order;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Preliminary Approval Order incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. The Court has reviewed the Stipulation, finds that the Stipulation resulted from arm's length negotiations, and does hereby preliminarily approve the Stipulation and Settlement set forth therein as being fair, reasonable, and adequate to Settlement Class Members subject to further consideration at the hearing described below.

3. For purposes of this Settlement only, the Litigation is hereby preliminarily certified as a class action on behalf of all record holders and all beneficial holders of EMC Insurance Group, Inc. ("EMCI") common stock who purchased, sold or held such stock at any time during the period from and including July 1, 2018, through and including September 19, 2019, including any Persons that claim by, through, or under them, such as any spouse; present or former family members; present, former, and future heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, and assigns. Excluded from the Settlement Class are (i) Defendants; (ii) members of the immediate families of each Defendant; (iii) EMCI's subsidiaries and affiliates; (iv) any entity in which any Defendant has a controlling interest; (v) the legal representatives, directors, heirs, successors, administrators, executors, and assigns of each Defendant; (vi) any Persons or entities who properly exclude themselves by filing a valid and timely request for exclusion; (vii) Gregory M. Shepard; and (viii) Quadre Investments, L.P.

4. The Court finds, for the purposes of the Settlement only, that the prerequisites for a class action under Iowa Rules of Civil Procedure 1.261, 1.262, and 1.263 have been satisfied.

5. Pursuant to Rule 1.262 of the Iowa Rules of Civil Procedure, and for the purposes of the Settlement only, Plaintiff is preliminarily certified as the class representative, Monteverde & Associates PC and Ademi LLP are preliminarily certified as Co-Class Counsel, and Monteverde & Associates PC is preliminarily certified as Lead Counsel.

6. A hearing shall be held before this Court on \_\_\_\_\_, 2023, at \_\_\_\_\_m. Central Time (a date that is at least 110 calendar days from the date this Order is entered) (the “Final Approval Hearing”). Settlement Class Members should check the Settlement Class website in advance of the Final Approval Hearing to determine whether that hearing will occur in person at the Iowa District Court for Polk County. At the Final Approval Hearing the Court will (a) determine whether the proposed Settlement is fair, reasonable, and adequate to the Settlement Class and should be approved by the Court; (b) determine whether an Order and Final Judgment should be entered; (c) determine whether the proposed Plan of Allocation should be approved; (d) determine the amount of attorneys’ fees and expenses that should be awarded to Lead Counsel; (e) hear any objections by Settlement Class Members to: (i) the Settlement or Plan of Allocation; (ii) certification of the Settlement Class, Plaintiff, and Lead Counsel; (iii) the award of attorneys’ fees and expenses to Lead Counsel, and/or (iv) any other aspect of the Settlement; and (f) consider such other matters the Court deems appropriate. The Court may adjourn the Final Approval Hearing without further notice to the Settlement Class Members.

7. The Court reserves the right to approve the Settlement at or after the Final Approval Hearing with such modification(s) as may be consented to by the Settling Parties to the Stipulation and without further notice to the Settlement Class.

8. The Court approves the form, substance, and requirements of the Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and the Proof of Claim and Release (“Proof of Claim and Release”), substantially in the forms annexed hereto as **Exhibits A-1 and A-2**, respectively.

9. The Court approves the form of the Summary Notice, substantially in the form annexed hereto as **Exhibit A-3**.

10. The firm of RG/2 Class Administration (the “Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below.

11. The Claims Administrator shall make reasonable efforts to identify all Settlement Class Members, and not later than \_\_\_\_\_, 2023 (a date twenty-one (21) calendar days after the Court signs and enters this Order) (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and Proof of Claim and Release, substantially in the forms annexed hereto, to be mailed by First-Class Mail to all Settlement Class Members who can be identified with reasonable effort and to be posted on its website at \_\_\_\_\_. Furthermore, Lead Counsel shall distribute via PRNewswire the Summary Notice.

12. Not later than \_\_\_\_\_, 2023 (a date ten (10) calendar days after the Notice Date), Monteverde & Associates PC shall cause the Summary Notice to be published in *PRNewswire*.

13. Lead Counsel shall file and serve all papers in support of the Settlement, Plan of Allocation, and application for the Fee and Expense Award no later than \_\_\_\_\_, 2023 (a date thirty-five (35) calendar days prior to the Settlement Hearing) and any reply papers shall be filed and served no later than \_\_\_\_\_, 2023 (a date seven (7) calendar days prior to the Settlement Hearing).

14. Not later than \_\_\_\_\_, 2023 (a date seven (7) calendar days prior to the Final Approval Hearing), Lead Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of the mailing and publishing of the Notice.

15. Nominees who held, purchased or acquired EMCI common stock for the benefit of another Person during the Settlement Class Period shall be requested to send the Notice and Proof of Claim and Release to such beneficial owners of EMCI common stock within fifteen (15) calendar days after receipt thereof, or, send a list of the names and addresses of such beneficial owners to the Claims Administrator within fifteen (15) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice and Proof of Claim and Release to such beneficial owners.

16. The form and content of the notice program described herein and the methods set forth herein for notifying the Settlement Class of the Settlement and its terms and conditions, the Fee and Expense Application, and the Plan of Allocation: (a) meets the requirements of the Iowa Rules of Civil Procedure, and any other applicable law; (b) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class Members of (i) the pendency of the Litigation; (ii) the effect of the proposed Settlement (including the releases contained therein); (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to be excluded from the Settlement Class by filing an

election to be excluded; (v) their right to appear at the Final Approval Hearing personally or through counsel; and (vi) the fact that the judgment will bind all Settlement Class Members who are not excluded from the Action; and (c) constitutes due, adequate, and sufficient notice to all Persons entitled thereto. The date and time of the Final Approval Hearing shall be included in the Notice and Summary Notice before they are mailed and published, respectively. All Settlement Class Members (except Persons who request exclusion) shall be bound by all determinations and judgments in the Litigation concerning the Settlement, including, but not limited to, the releases provided for therein, whether favorable or unfavorable to the Settlement Class, regardless of whether such Persons seek or obtain by any means, including, without limitation, by submitting a Proof of Claim and Release or any similar document, any distribution from the Settlement Fund or the Net Settlement Fund.

17. The initial \$150,000 payment of the Settlement Amount shall be used for costs and expenses incurred in connection with Notice and Settlement Administration Costs, until entry of the Order and Final Judgment approving this settlement. In the event the Settlement be terminated or otherwise not rendered final pursuant to the terms of this Agreement, Plaintiff's Counsel shall, within ten (10) business days after notice such termination event, instruct the Escrow Agent to return to EMCC any remaining monies not previously spent for Notice and Settlement Administration Costs.

18. Pending final determination by the Court as to whether the Settlement, as set forth in the Stipulation, is fair, reasonable, and adequate and should be finally approved and whether the Order and Final Judgment dismissing the action with prejudice should be approved, neither Plaintiff nor any Settlement Class Member, either directly, representatively or in any other capacity, shall assert, commence, aid or prosecute against any of the Released Claims

against any of the Defendants or Defendants' Released Persons in this Litigation or in any other proceeding, arbitration, or forum. This injunction is necessary to protect and effectuate the Settlement, this Order, and the Court's flexibility and authority to effectuate the Settlement and to enter judgment when appropriate, and is ordered in aid of the Court's jurisdiction and to protect its judgments.

19. Settlement Class Members who do not opt out and who wish to receive distributions from the Settlement shall complete and submit the Proof of Claim and Release in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim and Releases must be postmarked or submitted electronically no later than \_\_\_\_\_, 2023 (a date one hundred and twenty (120) calendar days from the Notice Date). Any Settlement Class Member who fails to submit a Proof of Claim and Release within the time provided, or whose Proof of Claim and Release is otherwise not approved, shall in all other respects be bound by all of the terms of the Stipulation and the Settlement, including the terms of the Order and Final Judgment and the releases provided for therein, and will be barred from asserting any Released Claims against any of the Defendants or Defendants' Released Persons.

20. The Proof of Claim and Release submitted by each Settlement Class Member must, unless otherwise ordered by the Court: (i) be properly completed, signed and submitted in a timely manner in accordance with the provisions of the preceding paragraph; (ii) be accompanied by adequate supporting documentation for the transactions reported therein, in the form of broker confirmation slips, broker account statements, an authorized statement from the broker containing the transactional information found in a broker confirmation slip, or such other documentation deemed adequate by the Claims Administrator; (iii) include in the Proof of Claim and Release a certification of current authority to act on behalf of the Settlement Class

Member if the person executing the Proof of Claim and Release is acting in a representative capacity; (iv) be complete and contain no material deletions or modifications of any of the printed matter contained therein; and (v) be signed under penalty of perjury.

21. By submitting a Proof of Claim, a Settlement Class Member will be deemed to have submitted to the jurisdiction of this Court with respect to the Settlement Class Member's claim, including, but not limited to, all releases provided for in the Stipulation and in the Order and Final Judgment.

22. Any Settlement Class Member may enter an appearance in the Litigation, at his, her, or its own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Lead Counsel.

23. Any Person falling within the definition of the Settlement Class may, upon request, be excluded or "opt out" from the Settlement Class. Any such Person must submit to the Claims Administrator a request for exclusion ("Request for Exclusion"), by First-Class Mail such that it is received no later than \_\_\_\_\_, 2023 (a date twenty-one (21) calendar days before the Final Approval Hearing). A Request for Exclusion must be signed and state: (a) the name, address, and telephone number of the Person requesting exclusion; (b) the number of shares of EMCI common stock held, purchased, acquired or sold during the Settlement Class Period and the dates held during the Settlement Class Period; and (c) that the Person wishes to be excluded from the Settlement Class. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or any final judgment.



24. Lead Counsel shall cause to be provided to Defendants' Counsel copies of all Requests for Exclusion and a list of all Settlement Class Members who have requested exclusion to that date, and any written revocation of Requests for Exclusion, as expeditiously as possible after receipt of each request for exclusion or revocation thereof, and in any event no later than \_\_\_\_\_, 2023 (a date fourteen (14) calendar days prior to the Final Approval Hearing).

25. Any Settlement Class Member may appear and object if he, she, or it has any reason why the proposed Settlement of the Litigation should not be approved as fair, reasonable, and adequate, or why a judgment should not be entered thereon, why the Plan of Allocation should not be approved, why the requested attorneys' fees and expenses should not be awarded to Lead Counsel, or why any other aspect of the Settlement should not be approved; provided, however, that no Settlement Class Member or any other Person shall be heard or entitled to so object unless written objections and copies of any papers and briefs are received via mail and in electronic format by Monteverde & Associates PC, Juan E. Monteverde, The Empire State Building, 350 Fifth Avenue, Suite 4405, New York, New York 10118, Email: [jmonteverde@monteverdelaw.com](mailto:jmonteverde@monteverdelaw.com); Foley & Lardner LLP, 111 Huntington Ave Suite 2500, Boston, MA 02199, Email: [bboland@foley.com](mailto:bboland@foley.com); Faegre Drinker Biddle & Reath LLP, 2200 Wells Fargo Center 90 S. Seventh S., suite 2200 Minneapolis, MN 55402, Email: [jeff.justman@faegredrinker.com](mailto:jeff.justman@faegredrinker.com); and Nyemaster Goode P.C., 700 Walnut St., Suite 1600, Des Moines, IA 50309-3899, Email: [mwt@nyemaster.com](mailto:mwt@nyemaster.com), no later than \_\_\_\_\_, 2023 (a date twenty-one (21) calendar days before the Final Approval Hearing) and said objections, papers and briefs are filed with the Clerk of the Iowa District Court for Polk County, no later than \_\_\_\_\_, 2023 (a date twenty-one (21) days before the Final Approval

Hearing). Any such objection must: (a) indicate the objector's name, address, and telephone number; (b) specify the reason(s) for the objection; (c) identify the date(s), price(s), and number(s) of shares of EMCI common stock held, purchased, acquired or sold during the Settlement Class Period by the objector; (d) provide documents demonstrating such holding(s), purchase(s), acquisition(s) and/or sale(s); and (e) be signed by the objector. Any Member of the Settlement Class who does not make his, her, or its objection in the manner provided for herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in the Stipulation, to the Plan of Allocation, to the award of attorneys' fees and expenses to Lead Counsel, and to any award to Plaintiff, unless otherwise ordered by the Court. Attendance at the Final Approval Hearing is not necessary. However, Persons wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, and/or the application for an award of attorneys' fees and expenses are required to indicate in their written objection their intention to appear at the hearing. Settlement Class Members do not need to appear at the Final Approval Hearing or take any other action to indicate their approval of the Settlement.

26. All funds held by 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 such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court. Neither Defendants nor Defendants' Released Persons shall have any responsibility for or liability whatsoever with respect to the funds held in the Escrow Account, including with respect to investment decisions, distribution of the Settlement Fund, or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

27. The deposit of the Settlement Amount is the only payment to be made by or on behalf of Defendants in connection with this Settlement. All fees, costs, and expenses incurred by or on behalf of Plaintiff and the Settlement Class associated with the Settlement, including, but not limited to, Taxes, Tax Expenses, administrative costs and costs of providing notice of the Settlement to the Settlement Class Members, Settlement Class Member benefits, any award of attorneys' fees and expenses of Plaintiff's Counsel, and any award to Plaintiff made by the Court for reasonable time and expenses, and any other costs, expenses or fees of any kind whatsoever associated with the resolution of this matter shall be paid from the Settlement Fund, and in no event shall Defendants or Defendants' Released Persons bear any responsibility for any such fees, costs or expenses.

28. The Plan of Allocation and any application for attorneys' fees and expenses or incentive award for Plaintiff submitted by Lead Counsel will be considered by the Court separately from the fairness, reasonableness, and adequacy of the Settlement.

29. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations, discussions, proceedings connected with it, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement may be construed as an admission, concession, or presumption by or against any of the Defendants or Defendants' Released Persons of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind; or as a waiver by any of the Parties of any arguments, defenses, or claims he, she, or it may have in the event the Stipulation is terminated; or offered or received in evidence, or otherwise used by any person in the Litigation, or in any other action or proceeding, whether civil, criminal, or administrative, in any court, administrative agency, or other tribunal, except in connection with any proceeding to enforce the terms of the Stipulation. The

Defendants, Defendants' Released Persons, Plaintiff, Settlement Class Members, and each of their counsel may file the Stipulation and/or the Order and Final Judgment in any action that may be 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 other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

30. All proceedings in the Litigation are stayed until further order of this Court, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation. Pending final determination of whether the Settlement should be approved, neither Plaintiff nor any Settlement Class Member, either directly, representatively, or in any other capacity shall commence or prosecute any of the Released Claims against any of the Defendants or Defendants' Released Persons in any action or proceeding in any court or tribunal.

31. The Court reserves the right to alter the time or the date of the Final Approval Hearing without further notice to the Settlement Class Members, provided that the time or the date of the Final Approval Hearing shall not be set at a time or date earlier than the time and date set forth above, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

32. If the Settlement fails to become effective as defined in the Stipulation or is terminated, then, in any such event, the Stipulation, including any amendment(s) thereof, except as expressly provided in the Stipulation, and this Order shall be null and void, of no further force or effect, and without prejudice to any Settling Party, and may not be introduced as evidence or used in any actions or proceedings by any person or entity against the Settling

Parties. The certification of the Settlement Class for settlement purposes, or any briefing or materials submitted seeking certification of the Settlement Class, will not be considered in connection with any subsequent class certification decision.

33. Accordingly, the following are the deadlines by which certain events must occur:

ACTION	DATE
First Payment of \$150,000.00 to Escrow Account under paragraph [33] of the Settlement Agreement	Date:
	(15 days after Preliminary Approval Order entered and transmittal information received)
Settlement Notice Date	Date:
	(21 days after Preliminary Approval Order entered)
Summary Notice via <i>PRNewswire</i>	Date:
	(31 days after Preliminary Approval Order entered)
Class Counsel's Settlement papers and Fee/Incentive Award Motion Due	Date:
	(35 days before Final Approval Hearing)
Opt-Out and Notice of Objection Deadline	Date:
	(21 days before Final Approval Hearing)
	Date:

Plaintiff's Counsel to Provide Defendants' Counsel Copies of Requests for Exclusion and Revocation of Requests for Exclusion	(14 days before Final Approval Hearing)
Filing of Proof of Distribution of Notice, Proof of Claim and Release, and Summary Notice	Date:
	(7 days before Final Approval Hearing)
Reply Papers in Support of Final Approval, Notice Provider Declaration, and Response to Objections Due	Date:
	(7 days before Final Approval Hearing)
Final Approval Hearing	Date:
	(110 days after Preliminary Approval Order entered)
Second and Final Payment of \$1,500,000.00 to Escrow Account under paragraph [34] of the Settlement Agreement	Date:
	(15 days after Final Judgment entered and transmittal information received)
Deadline to Submit Claims If Not Previously Submitted	Date:
	(120 days after Settlement Notice Date)

IT IS SO ORDERED.

# EXHIBIT A-1

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT OF CLASS ACTION**

**TO: ALL RECORD HOLDERS AND ALL BENEFICIAL HOLDERS OF EMC INSURANCE GROUP INC. (“EMCI” OR THE “COMPANY”) COMMON STOCK WHO PURCHASED, SOLD, OR HELD SUCH STOCK AT ANY TIME DURING THE PERIOD FROM AND INCLUDING JULY 1, 2018, BEFORE THE MERGER AGREEMENT WAS EXECUTED CONCERNING THE MERGER BETWEEN EMPLOYERS MUTUAL CASUALTY COMPANY (“EMCC”) AND EMCI (“THE TRANSACTION”), THROUGH AND INCLUDING SEPTEMBER 19, 2019, THE DATE THE TRANSACTION WAS CONSUMMATED (“CLOSING DATE”), INCLUDING ANY AND ALL OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, LEGAL REPRESENTATIVES, HEIRS, ASSIGNS AND TRANSFEREES (THE “SETTLEMENT CLASS”).**

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A SETTLEMENT CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THE SETTLEMENT PROCEEDS, YOU MUST SUBMIT A VALID PROOF OF CLAIM AND RELEASE FORM (“PROOF OF CLAIM”) **POSTMARKED OR SUBMITTED ONLINE ON OR BEFORE [INSERT DATE].**

This Notice of Pendency and Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Iowa Rule of Civil Procedure 1.271(1) and by Order of the District Court for Polk County, Iowa (the “Court”). The purpose of this Notice is to inform you of the proposed Settlement of the above-captioned Litigation<sup>1</sup> (the “Settlement”) and of the hearing to be held by the Court to consider whether the proposed Settlement, final certification of the Settlement Class, Plan of Allocation, and Plaintiff and his counsel’s application for attorneys’ fees, expenses and an incentive award are fair, reasonable, and adequate and in the best interests of the Settlement Class Members. This Notice describes the rights you may have as a Settlement Class Member and what steps you may take in relation to the Settlement and this Litigation, or, alternatively, what steps you must take if you wish to be excluded from the Settlement Class.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A PROOF OF CLAIM</b>	The only way to receive a payment. Proofs of Claim must be postmarked or submitted online on or before <b>[Insert Date]</b> .
<b>EXCLUDE YOURSELF FROM THE CLASS</b>	Receive no payment. This is the only option that allows you to ever bring a separate lawsuit against Defendants concerning the legal claims at issue in this litigation. Exclusions must be received no later than <b>[Insert Date]</b> .
<b>OBJECT</b>	Write to Plaintiff’s Counsel, Defendants’ Counsel, and the Court about why you oppose the Settlement, the Plan of Allocation, the request for Plaintiff’s Counsel’s attorneys’ fees, and/or the expenses of Plaintiff. You will still be a Settlement Class Member. Objections must be received by the Court and counsel on or before <b>[Insert Date]</b> .
<b>GO TO A HEARING</b>	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received by the Court and counsel on or before <b>[Insert Date]</b> . You are not required to attend the hearing.

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<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation and Agreement of Compromise, Settlement, and Release (“Stipulation”), which, along with other important documents, is available on the Settlement website, **[www.url.com](http://www.url.com)**.



<b>DO NOTHING</b>	Receive no payment from the Settlement. Settlement Class Members who do nothing remain bound by the terms of the Settlement.
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## SUMMARY OF THIS NOTICE

### Statement of Settlement Class Recovery

Pursuant to the Settlement described herein, the Settlement Amount is \$1,650,000. A Settlement Class Member's actual recovery will be a proportion of the Net Settlement Fund determined by that Claimant's claim as compared to the total claims of all Settlement Class Members who submit acceptable Proofs of Claim. An individual Settlement Class Member may receive more or less than the estimated average amount provided below depending on the number of claims submitted. *See* Plan of Allocation as set forth at Page 9 below for more information on your claim.

### Statement of Potential Outcome of Litigation

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages per share of EMCI common stock that would be recoverable if the Settlement Class prevailed on each claim alleged. Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class have suffered any damages.

### Reasons for the Settlement

The principal reason for the Settlement is the benefit to be provided to the Settlement Class now. This benefit must be compared to the risk that no recovery might be achieved after a contested trial and appeals, possibly years into the future.

### Statement of Attorneys' Fees, Expenses, and Incentive Award Sought

Plaintiff's Counsel have not received any payment for their services in conducting this Litigation on behalf of the Settlement Class, nor have they been paid for their litigation expenses. If the Settlement is approved by the Court, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third of the Fund, plus expenses not to exceed \$25,000 in connection with the Litigation. Since the Litigation's inception in October of 2019, Plaintiff's Counsel have expended considerable amounts of time and effort in the prosecution of this Litigation on a contingent fee basis and advanced the expenses of the Litigation in the expectation that, if they were successful in obtaining a recovery for the Settlement Class, they would be paid from such recovery. In this type of litigation, it is customary for counsel to be awarded a percentage of the common fund recovery as their attorneys' fees. In addition, as part of Plaintiff's Counsel's application for an award of fees and expenses, Plaintiff may seek up to \$5,000 for a reasonable incentive award for his time and expenses in connection with his representation of the Settlement Class (collectively, the "Fee and Expense Award"). The requested Fee and Expense Award is approximately \$0.08 per allegedly damaged share, but the average cost per allegedly damaged share will vary depending on the number of valid and timely Proofs of Claim submitted.

### Further Information

For further information regarding the Litigation, this Notice, or to review the Stipulation, please visit the website: [www.url.com](http://www.url.com) or contact the Claims Administrator toll-free at 1-phone. You may also contact Plaintiff's Counsel: Juan E. Monteverde, Monteverde & Associates PC, The Empire State Building, 350 Fifth Avenue, Suite 4405, New York, NY 10118, Tel.: (212) 971-1341, [www.monteverdelaw.com](http://www.monteverdelaw.com).

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

## BASIC INFORMATION

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

You or someone in your family may have purchased, sold, or held EMCI common stock some point during the time period from and including July 1, 2018, through and including September 19, 2019 (“Settlement Class Period”).

The Court directed that this Notice be sent to Settlement Class Members because they have a right to know about the proposed Settlement of this class action lawsuit, and about all of their options, before the Court decides whether to approve the Settlement.

This Notice explains the Litigation, the Settlement, Settlement Class Members’ legal rights, what benefits are available, who is eligible for them, and how to get them.

The Court in charge of the Litigation is the District Court for Polk County, Iowa, and the case is known as *Meade v. EMC Insurance Group Inc.*, Case No. LACL 146098 (the “Action” or “Litigation”). The case has been assigned to the Honorable Lawrence P. McLellan. Kendall Meade is the plaintiff in this Action (referred to as “Plaintiff” in this Notice), and the parties who were sued and who have now settled are called the “Defendants.”

### 2. What is this lawsuit about?

On May 9, 2019, EMCI and EMCC issued a joint press release announcing that EMCC and EMCI had entered an Agreement and Plan of Merger whereby EMCC would acquire the remaining outstanding shares of EMCI for \$36.00 per share (the “Acquisition”), subject to approval of EMCI shareholders, including a “majority of the minority” vote requirement. EMCI filed with the SEC a Definitive Proxy Statement on August 8, 2019, EMCI shareholders voted to approve the Acquisition on September 18, 2019, and the Acquisition closed on September 19, 2019. On October 22, 2019, Plaintiff filed this Action on behalf of similarly situated holders of EMCI common stock, alleging EMCI’s directors and EMCC breached fiduciary duties that were owed to the stockholders of EMCI by engaging in an allegedly unfair process and agreeing to an allegedly unfair Acquisition price.

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

In a class action, one or more people called a plaintiff sues on behalf of people who have similar claims. All of the people with similar claims are referred to as a class or class members. One court resolves the issues for all class members, except for those class members who exclude themselves from the class.

### 4. Why is there a settlement?

The Court has not decided in favor of or against the Defendants or the Settlement Class. Instead, both sides agreed to the Settlement to avoid the costs and risks of further litigation, including trial and appeals. Plaintiff agreed to the Settlement because Plaintiff (advised by Plaintiff’s Counsel) considered the Settlement Amount to be a favorable recovery compared to the risk-adjusted possibility of recovery after trial and appeals, in light of Defendants’ legal arguments that the Individual Defendants did not breach fiduciary duties in connection with the Transaction, and their factual arguments that Defendants believed they complied with all applicable laws, and that the Settlement Class had not sustained any damages. The Defendants have denied and continue to deny any wrongdoing by or liability against them arising out of any of the conduct, statements, acts, or omissions alleged, or that could have been alleged, in the Litigation. Plaintiff and Plaintiff’s Counsel believe the Settlement is in the best interest of all Settlement Class Members, in light of the real possibility that continued litigation could result in no recovery at all.

## WHO IS IN THE SETTLEMENT?

To see if you will get money from this Settlement, you first must be a Settlement Class Member.

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

The Court directed that everyone who fits this description is a Settlement Class Member: all record holders and all beneficial holders of EMCI common stock who purchased, sold, or held such stock at any time during the period from and including July 1, 2018, date of execution of the Merger Agreement, through and including, September 19, 2019, the Closing Date, including any and all of their respective predecessors, successors, trustees, executors, administrators, estates, legal representatives, heirs, assigns, and transferees. Under the Plan of Allocation proposed by Plaintiff's Counsel and described below, only Settlement Class Members who were record holders or beneficial holders of EMCI common stock at the Closing Date on September 19, 2019, and who submit a valid Proof of Claim to the Claims Administrator may share in the recovery. Certain persons are excluded from the Settlement Class, as described below.

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

Excluded from the Settlement Class are: (i) Defendants; (ii) members of the immediate families of each Defendant; (iii) EMCI's subsidiaries and affiliates; (iv) any entity in which any Defendant has a controlling interest; (v) the legal representatives, heirs, successors, administrators, executors, and assigns of each Defendant; (vi) any Person or entity who properly excludes themselves by filing a valid and timely request for exclusion; (vii) Gregory M. Shepard; and (viii) Quadre Investments, L.P. (collectively the "Excluded Stockholders").

#### **7. What if I am still not sure if I am included?**

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at [1phone](tel:1phone) or visit the Settlement website at [www.url.com](http://www.url.com), or you can fill out and return the Proof of Claim enclosed with this Notice package, to see if you qualify.

### **THE SETTLEMENT BENEFITS – WHAT YOU GET**

#### **8. What does the Settlement provide?**

In exchange for the Settlement and the release of the Released Claims (defined below) as well as dismissal of the Litigation, Defendants have agreed that a payment of \$1,650,000.00 will be made by Defendants, to be distributed, after taxes, fees, and expenses, incentive award and class administration costs, among all Authorized Claimants.

#### **9. How much will my payment be?**

Pursuant to the Settlement described herein, the Settlement Amount is \$1,650,000.00. Under the Plan of Allocation proposed by Plaintiff's Counsel, only Settlement Class Members who were record holders or beneficial holders of EMCI common stock at the Closing Date on September 19, 2019, and who submit a valid Proof of Claim to the Claims Administrator, may share in the recovery, pro rata with their stock holdings (the proposed "Plan of Allocation"). Your actual recovery will be a proportion of the Net Settlement Fund determined by your claim as compared to the total claims of all eligible Settlement Class Members who submit acceptable Proofs of Claim. You may receive more or less than the estimated average amount provided below depending on the number of claims submitted. Plaintiff's Counsel estimates that approximately 8,023,494 shares of EMCI common stock are in the Settlement Class. Assuming 100% of the shares in the Settlement Class submit a valid proof of claim, the average distribution will be approximately \$0.21 per share, before payment of the costs of notice and administration of the Settlement, Taxes and Tax Expenses, and the Fee and Expense Award described in Question 17 below (estimated to be approximately \$0.08 per share), and interest as may be awarded by the Court (the "Net Settlement Fund"). Historically, fewer than all eligible investors submit claims, resulting in higher average distributions per share.

The Net Settlement Fund will be distributed to Settlement Class Members who submit valid, timely Proof of Claim forms ("Claimants") on a pro rata basis. However, no distributions will be made to Claimants who would otherwise receive a distribution of less than \$5.00.

Defendants expressly deny that any damages were suffered by Plaintiff or the Settlement Class.

Payments shall be conclusive against all Claimants. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, Liaison Counsel, the Claims Administrator, Defendants, and Defendants' Released Persons, or any Person

designated by Plaintiff's Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, or further order(s) of the Court. No Settlement Class Member shall have any claim against Defendants or Defendants' Released Persons for any Released Claims. All Settlement Class Members who fail to complete and file a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

## HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

### 10. How can I receive a payment?

To qualify for a payment, you must submit a Proof of Claim. A Proof of Claim is enclosed with this Notice or it may be downloaded at [www.url.com](http://www.url.com). Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and return it so that it is postmarked, if mailed, or received, if submitted online, no later than [, 2023](#). Pursuant to its directions, the Proof of Claim may be submitted online at [www.url.com](http://www.url.com).

### 11. When would I receive my payment?

The Court will hold a Settlement Hearing on [, 2023](#), to decide whether to approve the Settlement. Settlement Class Members should check the Settlement Class website or the Court's site in advance of the Settlement Hearing to determine whether that hearing will occur in person or via a remote link, and whether the date has changed. The Settlement Hearing date may change without further notice to the Settlement Class. If the Court approves the Settlement, there might be appeals. It is always uncertain how appeals would be resolved by the appellate court, and resolving them can take time, perhaps more than a year. It also takes time for all the Proofs of Claim to be processed. Please be patient.

### 12. What am I giving up to receive a payment or to stay in the Settlement Class?

Unless you timely and validly exclude yourself, you are staying in the Settlement Class, and that means that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or Defendants' Released Persons about the Released Claims in this case. It also means that all of the Court's orders will apply to you and legally bind you and you will release your claims in this case against Defendants and Defendants' Released Persons. The terms of the release are included in the enclosed Proof of Claim form and are also set forth below:

- "Released Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, derivative or direct, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or could be asserted in the future against Defendants' Released Persons that arise out of or relate in any way to: (i) the Action, including the claims in the Action and any acts, facts, events, disclosures, representations, statements, or omissions alleged or referenced therein; (ii) any duties, fiduciary or otherwise, of Defendants' Released Persons arising from or related to the Acquisition; (iii) the common stock of EMCI arising from or related to the Acquisition; (iv) any other claims concerning the Acquisition; or (v) any actions or omissions of any of Defendants' Released Persons done in anticipation of the Acquisition.
- "Unknown Claims" means any of the Released Claims that the Plaintiff and the Settlement Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, which, if known by such Person, might have affected such Person's decision with respect to this Settlement, including, without limitation, such Person's decision not to object to this Settlement or not to exclude himself, herself, or itself from the Settlement Class. Unknown Claims include those Released Claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment

shall have, expressly waived, to the fullest extent permitted by law, the provisions, rights, and benefits of 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.**

Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment 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, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiff and the Settlement Class Members may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

You may maintain your own lawsuit only if you exclude yourself from the Settlement.

#### **EXCLUDING YOURSELF FROM THE SETTLEMENT CLASS**

If you do not want a payment from this Settlement, and you want to keep the right to sue the Defendants and Defendants' Released Persons, on your own, about the legal issues in this Litigation, then you must take steps to remove yourself from the Settlement. This is called excluding yourself.

#### **13. How do I get out of the proposed Settlement?**

To exclude yourself from the Settlement, you must send a letter by mail saying that you want to be excluded from the Settlement Class in *Meade v. EMC Insurance Group Inc., et al.*, Case No. LACL 146098. You must provide the following information: (a) name; (b) address; (c) telephone number; (d) the amount of EMCI common stock bought, sold, or held during the period from and including July 1, 2018, through and including September 19, 2019; and (e) a statement that you wish to be excluded from the Settlement Class. You must mail your exclusion request postmarked no later than [REDACTED], 2023 to:

***EMC Insurance Group Inc. Securities Litigation***  
***c/o INSERT***

You cannot exclude yourself on the phone or by e-mail. If you ask to be excluded, you will not receive any settlement payment, and you may not object to the Settlement. If you are excluded from the Settlement Class, you will not be legally bound by the terms of this Settlement.

#### **14. If I do not exclude myself, can I sue the Defendants and the Defendants' Released Persons for the same thing later?**

No. Unless you exclude yourself, you give up any rights to sue the Defendants and the Defendants' Released Persons for any and all Released Claims. If you have a pending lawsuit against the Defendants or the Defendants' Released

Persons regarding any Released Claims, speak to your lawyer in that case immediately. You must exclude yourself from this Litigation to continue your own lawsuit. Remember, the exclusion deadline is [REDACTED], 2023.

**15. If I exclude myself, can I get money from the proposed Settlement?**

No. If you exclude yourself, you may not send in a Proof of Claim to ask for any money.

**THE LAWYERS REPRESENTING YOU**

**16. Do I have a lawyer in this case?**

Yes. Monteverde & Associates PC and Ademi LLP are serving as Plaintiff's Counsel and Dickey Campbell, & Sahag Law Firm, PLC is serving as Liaison Counsel, to lead the Litigation which Plaintiff brought on behalf of himself and all other Settlement Class Members. You will not be charged directly for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

**17. How will the lawyers be paid?**

This Action has been pending since 2019. Plaintiff's Counsel have not been paid for their services on behalf of Plaintiff and the Settlement Class, nor for their substantial expenses. The fee requested is to compensate Plaintiff's Counsel for their work investigating the facts, litigating the case from inception in 2019 and negotiating the Settlement.

Plaintiff's Counsel will request the Court to award attorneys' fees not to exceed one-third of the Settlement Amount, plus expenses not to exceed \$25,000 in connection with the Litigation, plus interest on such fees and expenses at the same rate as earned by the Fund. Furthermore, Plaintiff may seek up to \$5,000 for a reasonable incentive award for his time and expenses in connection with his representation of the Settlement Class. Such sums as may be approved by the Court will be paid from the Fund.

**OBJECTING TO THE SETTLEMENT**

You can tell the Court that you do not agree with the Settlement or any part of it.

**18. How do I tell the Court that I object to the proposed Settlement?**

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a different settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no settlement payments will be sent out and the Litigation will continue. If that is what you want to happen, you must object.

Any objection to the proposed Settlement must be in writing. If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number (*Meade v. EMC Insurance Group Inc., et al.*, Case No. LACL 146098), (b) include your name, address, telephone number, and your signature, (c) identify the date(s), price(s), and number(s) of shares of EMCI common stock you held, acquired, or sold during the Settlement Class Period, and state the reasons why you object, and (d) you must also include copies of documents demonstrating such holding(s), acquisition(s), and/or sale(s). Your objection must be filed with the Court and mailed or delivered and emailed to each of the following addresses such that it is received no later than [INSERT DATE].

COURT	PLAINTIFF'S COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court District Court for Polk County, Iowa Polk County Courthouse 500 Mulberry Street Des Moines, Iowa 50309	Juan E. Monteverde Monteverde & Associates PC The Empire State Building 350 Fifth Avenue, Suite 4405 New York, New York 10118 jmonteverde@monteverdela.com	Beth I.Z. Boland Foley & Lardner LLP 111 Huntington Avenue, Suite 2500 Boston, Massachusetts 02199 bboland@foley.com

		<p>Jeffrey P. Justman Faegre Drinker Biddle &amp; Reath LLP 2200 Wells Fargo Center 90 South Seventh Street, Suite 2200 Minneapolis, Minnesota 55402 jeff.justman@faegredrinker.com</p> <p>Michael W. Thrall Nyemaster Goode P.C. 700 Walnut Street, Suite 1600 Des Moines, Iowa 50309 mwt@nyemaster.com</p>
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#### **19. What is the difference between objecting and excluding myself?**

Objecting is simply telling the Court that you do not like something about the proposed Settlement, the Plan of Allocation, or the Fee and Expense Award. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. You cannot object if you exclude yourself from the Settlement Class.

### **THE COURT'S SETTLEMENT HEARING**

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

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

The Court will hold a Settlement Hearing at : .m., on day, , 2023. Settlement Class Members should check the Settlement Class website in advance of the Settlement Hearing to determine whether that hearing will occur in person at the District Court for Polk County, Iowa, Polk County Courthouse, 500 Mulberry Street, Des Moines, Iowa 50309, or via a remote link. At the hearing the Court will consider: (a) whether the Court should grant final approval of the proposed Settlement on the terms and conditions provided for in the Stipulation as fair, reasonable, and adequate and in the best interests of the Settlement Class Members; (b) whether the Settlement Class should be finally certified for purposes of Settlement, and the designation of Plaintiff as Class representative and Plaintiff's Counsel as Class Counsel should be made final; (c) whether the Court should approve the Plan of Allocation of the Settlement as fair, reasonable, and adequate and in the best interests of the Settlement Class Members; (d) whether the Court should enter an Order and Final Judgment dismissing the Action on the merits and with prejudice as to the Defendants and effectuating the releases described in the Stipulation; (e) whether the Court should award the Fee and Expense Award to Plaintiff and Plaintiff's Counsel; and (f) such other matters as may properly come before the Court.

#### **21. Do I have to come to the hearing?**

No. Plaintiff's Counsel will answer questions the Court may have, but you are welcome to come at your own expense. If you send an objection or statement in support of the Settlement, you are not required to come to Court to discuss it. As long as you mailed your objection on time, the Court will consider it. You may also pay your own lawyer to attend, but you are not required to do so. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

#### **22. May I speak at the hearing?**

If you object to the Settlement, the Plan of Allocation, or the Fee and Expense Award, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must include with your objection (see Question 18 above) a statement saying that it is your "Notice of Intention to Appear in the *EMC Insurance Group Inc. Securities*



*Litigation.*” Persons who intend to object to the Settlement, the Plan of Allocation, and/or any Fee and Expense Award, and desire to present evidence at the Settlement Hearing must include in their written objections the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the Settlement Hearing.

You cannot speak at the hearing if you exclude yourself.

## **IF YOU DO NOTHING**

### **23. What happens if I do nothing at all?**

If you do nothing, you will get no money from this Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit or be part of any other lawsuit against the Defendants or any other Defendants’ Released Persons about the issues raised in this case ever again.

## **GETTING MORE INFORMATION**

### **24. Are there more details about the proposed Settlement?**

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the Stipulation and Agreement of Compromise, Settlement, and Release available at [www.url.com](http://www.url.com), by contacting Plaintiff’s Counsel, Monteverde & Associates PC at (212) 971-1341, or by visiting the office of the Clerk of Court of the District Court for Polk County, Iowa at 500 Mulberry Street, Des Moines, Iowa 50309, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

### **25. How do I get more information?**

For more information, you can visit [www.url.com](http://www.url.com) or call toll-free [1-phone](tel:1-800-123-4567). You can also contact the attorney for Plaintiff, listed below:

Juan E. Monteverde  
Monteverde & Associates PC  
350 Fifth Ave, Suite 4405  
New York, NY 10118  
(212) 971-1341

## **PLAN OF ALLOCATION OF NET SETTLEMENT FUND AMONG SETTLEMENT CLASS MEMBERS**

Plaintiff’s Counsel have proposed a Plan of Allocation described below in Question 26, which will be submitted for the Court’s approval. The Net Settlement Fund (the Settlement Amount plus interest less Taxes, Tax Expenses, Notice and Administration Costs, and the Fee and Expense Award) will be distributed to Settlement Class Members who, in accordance with the terms of the Stipulation, are entitled to a distribution from the Net Settlement Fund pursuant to any plan of allocation or any order of the Court and who submit a valid and timely Proof of Claim under the Plan of Allocation described below.

### **26. How will my claim be calculated?**

As stated above, the Settlement Amount is \$1,650,000.00. Under the Plan of Allocation proposed by Plaintiff’s Counsel, only Settlement Class Members who were record holders or beneficial holders of EMCI common stock at the Closing Date on September 19, 2019, and who submit a valid Proof of Claim to the Claims Administrator, may share in the recovery, pro rata with their stock holdings (the proposed “Plan of Allocation”). Your actual recovery will be a proportion of the Net Settlement Fund determined by your claim as compared to the total claims of all eligible Settlement Class Members who submit acceptable Proofs of Claim. You may receive more or less than the estimated



average amount provided below depending on the number of claims submitted. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Plan of Allocation will be posted on the Settlement website, [www.url.com](http://www.url.com).

As of September 19, 2019, the Closing Date, there were approximately 19,880,230 shares of EMCI common stock outstanding. Of those 19,880,230 shares of EMCI common stock outstanding, the Excluded Stockholders owned at least 11,682,283 shares (excluded shares), meaning that the Settlement Class is comprised of, at most, 9,297,947 shares of EMCI common stock as of September 19, 2019. Assuming that all of the shares held by Settlement Class Members participate in the Settlement, Plaintiff's Counsel estimates that the average distribution will be approximately \$0.18 per share of EdR common stock before the deduction of Court-approved fees and expenses, as described in Question 17 above (estimated to be approximately \$0.07 per share), and the cost of notice and claims administration. Historically, less than all eligible investors submit claims, resulting in higher average distributions per share. The Net Settlement Fund will be distributed to Settlement Class Members who submit valid, timely Proof of Claim forms ("Claimants") on a pro rata basis. However, no distributions will be made to Claimants who would otherwise receive a distribution of less than \$5.00.

Payments shall be conclusive against all Authorized Claimants. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, Liaison Counsel, the Claims Administrator, Defendants, or Defendants' Released Persons, or any Person designated by Plaintiff's Counsel based on distributions made substantially in accordance with the Stipulation and the Settlement contained therein, or further order(s) of the Court. No Settlement Class Member shall have any claim against Defendants or Defendants' Released Persons for any Released Claims. All Settlement Class Members who fail to complete and submit a valid and timely Proof of Claim shall be barred from participating in distributions from the Net Settlement Fund (unless otherwise ordered by the Court), but otherwise shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

#### **SPECIAL NOTICE TO NOMINEES**

The Court has ordered that if you held any EMCI common stock at any point in time from July 1, 2018, through September 19, 2019, as nominee for a beneficial owner, then, within fifteen (15) calendar days after you receive this Notice, you must either: (1) send a copy of this Notice by first class mail to all such Persons; or (2) provide a list of the names and addresses of such Persons to the Claims Administrator:

***EMC Insurance Group Inc. Securities Litigation***  
***c/o INSERT***

If you choose to mail the Notice and Proof of Claim yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing.

Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for or advancement of reasonable administrative costs actually incurred or expected to be incurred in connection with forwarding the Notice and which would not have been incurred but for the obligation to forward the Notice, upon submission of appropriate documentation to the Claims Administrator.

#### **DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
DISTRICT COURT FOR  
POLK COUNTY, IOWA

# **EXHIBIT A-2**

## **PROOF OF CLAIM AND RELEASE**

### **I. GENERAL INSTRUCTIONS**

1. To recover as a Settlement Class Member based on your claims in the action entitled *Meade v. EMC Insurance Group Inc., et al.*, Case No. LACL 146098 (the “Litigation”), you must complete on page 3 and sign on page 6 hereof, this Proof of Claim and Release. If you fail to submit a properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, postmarked or received by the date shown below, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Litigation.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement.

3. YOU MUST MAIL OR SUBMIT ONLINE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, NO LATER THAN [REDACTED], 2023 TO THE COURT-APPOINTED CLAIMS ADMINISTRATOR IN THIS CASE, AT THE FOLLOWING ADDRESS:

***EMC Insurance Group Inc. Securities Litigation***

***c/o INSERT***

**Online Submissions: [www.url.com](http://www.url.com)**

If you are NOT a Settlement Class Member (as defined in the Notice of Pendency and Proposed Settlement of Class Action (the “Notice”)), DO NOT submit a Proof of Claim and Release.

4. If you are a Settlement Class Member and you do not timely request exclusion in connection with the proposed Settlement, you will be bound by the terms of any judgment entered in the Litigation, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE.

### **II. CLAIMANT IDENTIFICATION**

Pursuant to the Plan of Allocation proposed by Plaintiff’s Counsel, only Settlement Class Members who were record holders or beneficial holders of EMC Insurance Group Inc. (“EMCI”) common stock as of September 19, 2019, the date the Transaction was consummated (“Closing Date”), and who submit a valid Proof of Claim and Release to the Claims Administrator may share in the recovery.

If you purchased, sold, or held EMCI common stock during the period from and including July 1, 2018, through and including September 19, 2019 (the “Settlement Class Period”), and held the shares in your name, you are both the beneficial holder, purchaser, or acquirer of the stock and the record holder, purchaser, or acquirer of the stock. If, however, you held, purchased, or acquired EMCI common stock during the Settlement 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 holder, purchaser, or acquirer of the stock, but not the record holder, purchaser, or acquirer of the stock. The third party is the record holder, purchaser, or acquirer of the stock.

Use Part I of this form entitled “Claimant Identification” to identify each holder, purchaser, or acquirer of record (“nominee”), if different from the beneficial holder, purchaser, or acquirer of the common stock which form the basis of this claim. THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER(S), PURCHASER(S), OR ACQUIRER(S), OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER(S), PURCHASER(S), OR ACQUIRER(S) OF THE EMCI COMMON STOCK UPON WHICH THIS CLAIM IS BASED.

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

If you are acting in a representative capacity on behalf of a Settlement Class Member (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Settlement Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. ***All Claimants MUST submit a manually signed paper Proof of Claim and Release listing all their transactions whether or not they also submit electronic copies.*** If you wish to file your claim electronically, you must contact the Claims Administrator at [info@insert.com](mailto:info@insert.com) to obtain the required file layout. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues to the Claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

### III. CLAIM FORM

Use Part II of this form entitled “Holdings in EMCI Common Stock” to state the number of shares of EMCI common stock that you held at the Closing Date on September 19, 2019. You must provide copies of broker confirmations or other documentation of your holdings in EMCI common stock as attachments to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

IN THE DISTRICT COURT FOR  
POLK COUNTY, IOWA  
*Meade v. EMC Insurance Group Inc., et al.*  
Case No. LACL 146098

PROOF OF CLAIM AND RELEASE

**Must Be Postmarked or Received No Later Than:**

**\_\_\_\_\_, 2023**

Please Type or Print

**PART I: CLAIMANT IDENTIFICATION**

Name:		
Address:		
City:	State:	Zip or Postal Code:
Foreign Province:	Foreign Country:	
Day Phone:	Evening Phone:	
Email:		
Claimant Type (Individual, Joint, Corporation, etc.): _____		
Record Owner's Name: (If different from beneficial owner listed above)		
Social Security Number (for individuals):	OR	Taxpayer Identification Number (for estates, trusts, corporations, etc.)

**PART II: HOLDINGS IN EMCI COMMON STOCK**

- A. Number of shares of EMCI common stock you held at the Closing Date on September 19, 2019: \_\_\_\_\_

Proof enclosed? \_\_\_\_\_ yes \_\_\_\_\_ no

**YOUR SIGNATURE ON PAGE 6 WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE DESCRIBED IN PART IV BELOW.**

**SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Stipulation and Agreement of Compromise, Settlement, and Release described in the Notice. I (We) also submit to the jurisdiction of the District Court for Polk County, Iowa, with respect to my (our) claim as a Settlement Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Litigation. I (We) agree to furnish additional information to the Claims Administrator to support this claim if requested to do so. I

(We) have not submitted any other claim in connection with the purchase or acquisition of EMCI common stock (or holding EMCI common stock) during the period from and including July 1, 2018, the date the Merger Agreement was executed, through and including September 19, 2019, the Closing Date, and know of no other person having done so on my (our) behalf.

#### **IV. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever release, covenant not to sue, relinquish, and discharge each and all of the Defendants and the Defendants' Released Persons from the Released Claims as provided in the Stipulation and Agreement of Compromise, Settlement, and Release.

2. "Defendants' Released Persons" means Defendants EMCC, EMCI, and Bruce Kelley, and any and all of their related parties, including, without limitation, any and all of their current or former parents, subsidiaries, predecessors, successors, divisions, associated entities, assigns, investment funds, joint ventures and general or limited partnerships, and each their respective current or former officers, directors (including, but not limited to, Bruce G. Kelley, Peter S. Christie, Stephen A. Crane, Jonathan R. Fletcher, and Gretchen H. Tegeler), trustees, partners, members, contractors, auditors, principals, agents, managing agents, stockholders, employees, attorneys, accountants, investment bankers or advisors including those providing any fairness opinions, underwriters, brokers, dealers, lenders, commercial bankers, consultants, accountants, insurers, co-insurers, reinsurers in their capacities as such, as well as the Individual Defendant's past and current immediate family members, heirs, trusts, trustees, executors, personal or legal representatives, estates, administrators, beneficiaries, distributees, foundations, agents, attorneys, accountants, and assigns.

3. "Released Claims" means any and all claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, derivative or direct, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or could be asserted in the future against Defendants' Released Persons that arise out of or relate in any way to: (i) the Action, including the claims in the Action and any acts, facts, events, disclosures, representations, statements, or omissions alleged or referenced therein; (ii) any duties, fiduciary or otherwise, of Defendants' Released Persons arising from or related to the Acquisition; (iii) the common stock of EMCI arising from or related to the Acquisition; (iv) any other claims concerning the Acquisition; or (v) any actions or omissions of any of Defendants' Released Persons done in anticipation of the Acquisition.

4. "Unknown Claims" means any of the Released Claims that the Plaintiff and the Settlement Class Members do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims, which, if known by such Person, might have affected such Person's decision with respect to this Settlement, including, without limitation, such Person's decision not to object to this Settlement or not to exclude himself, herself, or itself from the Settlement Class. Unknown Claims include those Released Claims in which some or all of the facts comprising the claim may be suspected, or even undisclosed or hidden. With respect to any and all Released Claims, Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment shall have, expressly waived, to the fullest extent permitted by law, the provisions, rights, and

benefits of 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.**

Plaintiff shall expressly waive, and each of the Settlement Class Members shall be deemed to have, and by operation of the Order and Final Judgment, 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, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiff and the Settlement Class Members may hereafter discover facts in addition to or different from those which such party now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiff shall expressly, and each Settlement Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Order and Final Judgment shall have fully, finally, and forever settled and released any and all Released Claims, as the case may be, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, reckless, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, whether or not previously or currently asserted in any action. Plaintiff acknowledges, and the Settlement Class Members shall be deemed by operation of the Order and Final Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

5. This release shall be of no force or effect unless and until the Court approves the Stipulation and Agreement of Compromise, Settlement, and Release and the Settlement becomes effective on the Effective Date.

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

7. I (We) hereby warrant and represent that I (we) have included information (including supporting documentation) about the number of shares of EMCI stock held by me (us) at the Closing Date on September 19, 2019.

8. I (We) hereby warrant and represent that I am (we are) not a Defendant or other person excluded from the Settlement Class.

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

Executed this \_\_\_\_\_ day of \_\_\_\_\_ (Month/Year)

in \_\_\_\_\_

(City)

(State/Country)

---

(Sign your name here)

---

(Type or print your name here)

---

(Capacity of person(s) signing, *e.g.*, Beneficial Purchaser or Acquirer, Executor or Administrator)



**ACCURATE CLAIMS PROCESSING TAKES A SIGNIFICANT AMOUNT OF TIME. THANK YOU  
FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and declaration.
2. Remember to attach copies of supporting documentation, if available.
3. Do not send originals of stock certificates or other documentation as they will not be returned.
4. Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
5. If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6. If you move, please send your new address to the address below.
7. Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation.

THIS PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE BY [REDACTED], 2023, OR, IF MAILED, POSTMARKED NO LATER THAN [REDACTED], 2023, ADDRESSED AS FOLLOWS:

*EMC Insurance Group Inc. Securities Litigation*  
*c/o INSERT*

# EXHIBIT A-3

## SUMMARY NOTICE

**TO: ALL RECORD HOLDERS AND ALL BENEFICIAL HOLDERS OF EMC INSURANCE GROUP INC. (“EMCI” OR THE “COMPANY”) COMMON STOCK WHO PURCHASED, SOLD, OR HELD SUCH STOCK DURING THE PERIOD FROM AND INCLUDING July 1, 2018, THE DATE THE MERGER AGREEMENT WAS EXECUTED CONCERNING THE MERGER BETWEEN EMPLOYERS MUTUAL CASUALTY COMPANY (“EMCC”) AND EMCI (“THE TRANSACTION”), THROUGH AND INCLUDING SEPTEMBER 19, 2019, THE DATE THE TRANSACTION WAS CONSUMMATED (“CLOSING DATE”), INCLUDING ANY AND ALL OF THEIR RESPECTIVE PREDECESSORS, SUCCESSORS, TRUSTEES, EXECUTORS, ADMINISTRATORS, ESTATES, LEGAL REPRESENTATIVES, HEIRS, ASSIGNS AND TRANSFEREES (THE “SETTLEMENT CLASS”).**

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the District Court for Polk County, Iowa, that a hearing will be held on \_\_\_\_\_, 2023, at \_\_\_\_ : \_\_\_\_ .m., before the Honorable Lawrence P. McLellan. Settlement class members should check the Settlement Class website in advance of the Settlement Hearing to determine whether that hearing will occur in person at the District Court for Polk County, Polk County Courthouse, 500 Mulberry Street, Des Moines, Iowa 50309, or via a remote link. The hearing will be held for the purpose of determining: (a) whether the Court should grant final approval of the proposed Settlement of \$1.65 million on the terms and conditions provided for in the Stipulation as fair, reasonable, and adequate, and in the best interests of the Settlement Class Members; (b) whether the Settlement Class should be finally certified for purposes of Settlement, and whether the designation of Plaintiff as Class Representative, Plaintiff’s Counsel as Co-Class Counsel, and Monteverde & Associates P.C. as Lead Counsel should be made final; (c) whether the Court should approve the Plan of Allocation of the Settlement as fair, reasonable, and adequate, and in the best interests of the Settlement Class Members; (d) whether the Court should enter an Order and Final Judgment dismissing the Action on the merits and with prejudice as to the Defendants and effectuating the releases described in the Stipulation; (e) whether the application of Lead Counsel for the payment of attorneys’ fees and expenses and an

incentive award for Plaintiff should be approved; and (f) such other matters as may properly come before the Court.

IF YOU PURCHASED, SOLD, OR HELD EMCI COMMON STOCK DURING THE PERIOD FROM AND INCLUDING JULY 1, 2018, THROUGH AND INCLUDING SEPTEMBER 19, 2019 (THE “SETTLEMENT CLASS PERIOD”), YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION, INCLUDING THE RELEASE AND EXTINGUISHMENT OF CLAIMS YOU MAY POSSESS RELATING TO YOUR PURCHASE OR ACQUISITION OF EMCI COMMON STOCK DURING THE SETTLEMENT CLASS PERIOD. If you have not received a detailed Notice of Pendency and Proposed Settlement of Class Action (“Notice”) and a copy of the Proof of Claim and Release form, you may obtain copies by writing to *EMC Insurance Group Inc. Securities Litigation*, Claims Administrator, 1-phone, or on the Internet at [www.url.com](http://www.url.com). If you are a Settlement Class Member, in order to share in the distribution of the Net Settlement Fund, you must submit a Proof of Claim and Release by mail (*postmarked no later than* , 2023), or online at [www.url.com](http://www.url.com) *no later than* , 2023, establishing that you are entitled to recovery.

If you purchased, sold, or held EMCI common stock during the Settlement Class Period and you desire to be excluded from the Settlement Class, you must submit a request for exclusion so that it is *received no later than* , 2023, in the manner and form explained in the detailed Notice referred to above. All Settlement Class Members who do not timely and validly request exclusion from the Settlement Class will be bound by any judgment entered in the Litigation pursuant to the Stipulation and Agreement of Compromise, Settlement, and Release.

Any objection to the Settlement, the Plan of Allocation, Plaintiff's Counsel's request for the payment of attorney's fees and expenses, and any incentive award to Plaintiff must be received by each of the following recipients via hard copy and email *no later than* [REDACTED],

2023:

COURT	PLAINTIFF'S COUNSEL	DEFENDANTS' COUNSEL
Clerk of Court District Court for Polk County, Iowa Polk County Courthouse 500 Mulberry Street Des Moines, Iowa 50309	Juan E. Monteverde Monteverde & Associates PC The Empire State Building 350 Fifth Avenue, Suite 4405 New York, New York 10118 jmonteverde@monteverdelaw.com	Beth I.Z. Boland Foley & Lardner LLP 111 Huntington Avenue, Suite 2500 Boston, Massachusetts 02199 bboland@foley.com  Jeffrey P. Justman Faegre Drinker Biddle & Reath LLP 2200 Wells Fargo Center 90 South Seventh Street, Suite 2200 Minneapolis, Minnesota 55402 jeff.justman@faegredrinker.com  Michael W. Thrall Nyemaster Goode P.C. 700 Walnut Street, Suite 1600 Des Moines, Iowa 50309 mwt@nyemaster.com

**PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE.** If you have any questions about the Settlement, you may contact Monteverde & Associates PC, at the address listed above.

DATED: \_\_\_\_\_

BY ORDER OF THE COURT  
DISTRICT COURT FOR  
POLK COUNTY, IOWA

# EXHIBIT B

**IN THE IOWA DISTRICT COURT FOR POLK COUNTY  
IOWA BUSINESS SPECIALTY COURT**

KENDALL J. MEADE, individually and on  
behalf of all others similarly situated,

Plaintiff,

v.

EMC INSURANCE GROUP INC., PETER S.  
CHRISTIE, STEPHEN A. CRANE,  
JONATHAN R. FLETCHER, BRUCE G.  
KELLEY, GRETCHEN H. TEGELER, and  
EMCC CASUALTY COMPANY,

Defendants.

Case No. LACL146098

CLASS ACTION

**FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE**

This matter came before the Court for hearing pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Preliminary Approval Order”) dated \_\_\_\_\_, 2023, on the application of the Settling Parties for approval of the Settlement set forth in the Stipulation of Settlement dated January 9, 2023 (the “Stipulation”).

WHEREAS, this Order of Dismissal is “with prejudice”;

WHEREAS, due and adequate notice having been given to the Settlement Class as required in the Preliminary Approval Order;

WHEREAS, the Court conducted a hearing on \_\_\_\_\_, 2023, to consider, among other things, (i) whether the terms and conditions of the Settlement are fair, reasonable, and adequate and should therefore be approved; and (ii) whether a judgment should be entered dismissing the Litigation with prejudice as against the Defendants;

WHEREAS, the Court having considered all papers filed and proceedings herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Final Judgment and Order of Dismissal with Prejudice (“Order and Final Judgment” or “Judgment”) incorporates by reference the definitions in the Stipulation, and all terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. This Court has jurisdiction over the subject matter of the Litigation and over all Settling Parties to the Litigation, including all Settlement Class Members.

3. This Court hereby affirms its determinations in the Preliminary Approval Order and finally certifies for purposes of settlement only: (i) a Settlement Class defined as all record holders and all beneficial holders of EMC Insurance Group, Inc. (“EMCI”) common stock who purchased, sold or held such stock at any time during the period from and including July 1, 2018, through and including September 19, 2019, including any Persons that claim by, through, or under them, such as any spouse; present or former family members; present, former, and future heirs, executors, administrators, representatives, agents, partners, successors, predecessors-in-interest, and assigns. Excluded from the Settlement Class are (i) Defendants; (ii) members of the immediate families of each Defendant; (iii) EMCI’s subsidiaries and affiliates; (iv) any entity in which any Defendant has a controlling interest; (v) the legal representatives, directors, heirs, successors, administrators, executors, and assigns of each Defendant; (vi) any Persons or entities who properly exclude themselves by filing a valid and timely request for exclusion; (vii) Gregory M. Shepard; and (viii) Quadre Investments, L.P.



4. Monteverde & Associates PC and Ademi LLP are certified as Class Counsel and Monteverde & Associates PC is certified as Lead Counsel.

5. Plaintiff is certified as the class representative.

6. For purposes of settlement only, the Court hereby affirms its determinations in the Preliminary Approval Order and finds that the prerequisites for a class action under Iowa Rules of Civil Procedure 1.261, 1.262, and 1.263 have been satisfied in that: (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class; (d) the questions of law and fact common to the Settlement Class Members predominate over any questions affecting only individual Settlement Class Members; and (e) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. This Court hereby approves the Settlement set forth in the Stipulation and finds that said Settlement is, in all respects, fair, reasonable, and adequate to the Settlement Class.

8. The Court finds that the Settlement is fair, reasonable, and adequate as to each of the Settling Parties, and that the Settlement set forth in the Stipulation is hereby finally approved in all respects, and the Settling Parties are hereby directed to perform its terms. Accordingly, the Court authorizes and directs implementation of the terms and provisions of the Stipulation, as well as the terms and provisions hereof.

9. The Court hereby dismisses with prejudice and without costs, the Litigation and all claims contained therein and the Released Claims, including any and all

claims, rights and causes of action, duties, obligations, demands, actions, debts, sums of money, suits, contracts, agreements, promises, damages and liabilities, whether known or unknown, contingent or non-contingent, derivative or direct, or suspected or unsuspected, including any claims arising under federal or state statutory or common law or any other law, rule or regulation, whether foreign or domestic, that have been asserted, could have been asserted, or could be asserted in the future by a member of the Settlement Class in his, her or its capacity as a purchaser, seller or holder of EMCI stock against EMCC, EMCI, or Kelley, and any and all of Defendants' related parties, including, without limitation, any and all of their current or former parents, subsidiaries, predecessors, successors, divisions, associated entities, assigns, investment funds, joint ventures and general or limited partnerships, and each their respective current or former officers, directors (including, but not limited to, Bruce G. Kelley, Peter S. Christie, Stephen A. Crane, Jonathan R. Fletcher, and Gretchen H. Tegeler), trustees, partners, members, contractors, auditors, principals, agents, managing agents, stockholders, employees, attorneys, accountants, investment bankers or advisors including those providing any fairness opinions, underwriters, brokers, dealers, lenders, commercial bankers, consultants, accountants, insurers, co-insurers, reinsurers in their capacities as such, as well as the Individual Defendant's past and current immediate family members, heirs, trusts, trustees, executors, personal or legal representatives, estates, administrators, beneficiaries, distributees, foundations, agents, attorneys, accountants, assigns (collectively, "Defendants' Released Persons"), that arise out of or relate in any way to: (i) the Action, including the claims in the Action and any acts, facts, events, disclosures, representations, statements, or omissions alleged or referenced therein; (ii) any duties, fiduciary or otherwise, of Defendants' Released Persons arising from or related to the Acquisition; (iii) the common stock of EMCI arising from or related to the Acquisition; (iv) any

other claims concerning the Acquisition; or (v) any actions or omissions of any of Defendants' Released Persons done in anticipation of the Acquisition.

10. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Plaintiff, on behalf of himself and all Settlement Class Members (other than those listed on **Exhibit** \_\_ hereto), in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall be deemed to have, and by operation of this Order and Final Judgment, shall have, fully, finally, and forever resolved, discharged, relinquished, released, waived, settled, and dismissed with prejudice any and all of the Released Claims (including, without limitation, Unknown Claims) against Defendants and each and all of Defendants' Released Persons, regardless of whether a Settlement Class Member executes and delivers a Proof of Claim and Release, except that claims relating to the enforcement of the Settlement shall not be released.

11. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Plaintiff, on behalf of himself and all Settlement Class Members (other than those listed on **Exhibit** \_\_ hereto), in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall be forever barred and enjoined from commencing, instituting, asserting, maintaining, enforcing, aiding, prosecuting, or continuing to prosecute any action or proceeding in any forum (including, but not limited to, any state or federal court of law or equity, any arbitral forum, any tribunal, administrative forum, or the court of any foreign jurisdiction, or any other forum of any kind), any and all of the Released Claims (including, without limitation, Unknown Claims), against Defendants and each and all of Defendants' Released Persons, regardless of whether such

Settlement Class Member executes and delivers a Proof of Claim and Release, except that claims relating to the enforcement of the Settlement shall not be released.

12. Upon the Effective Date hereof, and as provided in the Stipulation, without further action by anyone, Plaintiff, on behalf of himself and each and every Settlement Class Member, in his, her or its capacity as a purchaser, seller or holder of EMCI stock, and anyone claiming through or on behalf of any of them, shall covenant or be deemed to have covenanted not to sue any of Defendants and Defendants' Released Persons with respect to any and all Released Claims (including, without limitation, Unknown Claims).

13. The terms of the Stipulation and of this Order and Final Judgment shall be forever binding on Plaintiff, all other Settlement Class Members (regardless of whether or not any individual Settlement Class Member submits a Proof of Claim and Release or seeks or obtains a distribution from the Net Settlement Fund), as well as their respective, heirs, executors, administrators, predecessors, successors, and assigns.

14. The Escrow Agent shall maintain the Settlement Fund in accordance with the requirements set forth in the Stipulation. Neither Defendants nor Defendants' Released Persons shall have any responsibility for or liability whatsoever with respect to the funds held in the Escrow Account, including with respect to investment decisions, distribution of the Settlement Fund, or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

15. The Notice of Pendency and Proposed Settlement of Class Action given to the Settlement Class (a) was implemented in accordance with the Preliminary Approval Order entered on \_\_\_\_\_, 2023 (b) was the best notice practicable under the circumstances, to all Persons entitled to such notice, of those proceedings and of the matters set forth therein,

including the proposed Settlement set forth in the Stipulation, (c) was reasonably calculated to apprise the Settlement Class Members of (i) the pendency of the Litigation; (ii) the effect of the proposed Settlement (including the releases contained therein); (iii) their right to object to any aspect of the proposed Settlement; (iv) their right to be excluded from the Settlement Class by filing an election to be excluded; (v) their right to appear at the Final Approval Hearing personally or through counsel; and (vi) the fact that the judgment will bind all Settlement Class Members who are not excluded from the Action; (d) was reasonable and constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) fully satisfied the requirements of Iowa's Rules of Civil Procedure, and all other applicable law and rules.

16. Separate orders shall be entered regarding the proposed Plan of Allocation and Lead Counsel's motion for attorneys' fees and expenses as allowed by the Court. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Judgment and shall be considered separate from this Judgment.

17. Neither this Order and Final Judgment, the Stipulation, the Supplemental Agreement, nor any of their terms or provisions, nor any of the negotiations, discussions, proceedings connected thereto, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any of the allegations in the Litigation or of the validity of any Released Claim, or of any wrongdoing or liability of any Defendants or Defendants' Released Persons; or (b) is, or shall be deemed to be, or shall be used as an admission of any fault or omission of any Defendants or Defendants' Released Person in any

statement, release, or written documents issued, filed, or made; or (c) is or may be deemed to be or may be used as an admission of, or evidence of, any fault, liability, wrongdoing, negligence, or omission of any Defendants or Defendants' Released Persons in any civil, criminal, or administrative proceeding in any court, arbitration proceeding, administrative agency, or forum or tribunal in which any Defendants or Defendants' Released Persons are or become parties; or (d) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiff were not valid or that the amount recoverable was not greater than the Settlement Amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants, Defendants' Released Persons, Plaintiff, Class Members, and their respective counsel may file the Stipulation and/or this Judgment in any action that may be 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 other theory of claim preclusion or issue preclusion or similar defense or counterclaim. The Settling Parties may file the Stipulation and/or this Judgment in any proceedings that may be necessary to consummate or enforce the Stipulation, the Settlement, or the Judgment.

18. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing exclusive jurisdiction over: (a) implementation of this Settlement and any award or distribution of the Settlement Fund, including interest earned thereon; (b) disposition of the Settlement Fund; (c) hearing and determining applications for attorneys' fees and expenses and interest in the Litigation; and (d) all Settling Parties hereto for the purpose of construing, enforcing, and administering the Stipulation.

19. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to the Defendants as required under the terms of the Stipulation, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation.

20. Without further approval from the Court, the parties are hereby authorized to agree and to adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Order and Final Judgment; and (ii) do not materially limit the rights of Settlement Class Members in connection with the Settlement. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

21. The Court directs immediate entry of this Judgment by the Clerk of the Court.

IT IS SO ORDERED.