IN THE SUPERIOR COURT OF THE DISTRICT OF COLUMBIA
CIVIL DIVISION

ALEXANDER GARNER, on behalf of himself and the putative class, Plaintiff, v. ARAMARK MANAGEMENT SERVICES LIMITED PARTNERSHIP d/b/a Aramark Sports & Entertainment and d/b/a Aramark, and Does 1-10 Defendants.	Case No: 2025-CAB-007444

CLASS SETTLEMENT AND RELEASE AGREEMENT

1. PARTIES

This Class Settlement and Release Agreement[1] is made and entered into, as defined herein, between (1) Former Plaintiff Travelers United, Inc. ("Travelers"), (2) Plaintiff Alexander Garner, and (3) Defendant Aramark Management Services Limited Partnership d/b/a Aramark Sports & Entertainment and d/b/a Aramark. The parties to this Agreement are collectively referred to as the "Parties" or individually as a "Party." The Parties intend this Agreement to fully, finally, and forever resolve, discharged, and settle the Released Claims, upon and subject to the terms and conditions of this Agreement, and subject to final approval of the Court.

2. RECITALS

2.1 On November 7, 2025, Travelers filed a putative class action complaint against Defendant, Case No. 2025 CAB 007444, in the Superior Court of the District of Columbia. In the Complaint, Travelers alleged that Defendant violated the District of Columbia Consumer

[1] Capitalized defined terms have the meanings set forth in Part 3 below.

Protection Procedures Act by charging a Venue Fee when consumers made certain purchases from Aramark at Capital One Arena.

2.2 On May 26, 2026, before Defendant was required to respond to the Complaint, the Parties participated in an in-person mediation before the Honorable Diane Welsh (Ret.).

2.3 The case did not settle that day, and the Parties filed a praecipe requesting a case schedule on June 11, 2026, and appeared for a status conference on June 12, 2026.

2.4 Following the mediation, the Parties continued to negotiate through Judge Welsh, and reached the agreement memorialized in this Settlement Agreement.

2.5 On July 13, 2026, the Parties executed a term sheet containing the material provisions of the Settlement, and filed a Motion to Stay pending the filing of an Amended Complaint, execution of the Settlement Agreement, and the filing of a Motion for Preliminary Approval.

2.6 Concurrent with the filing of the Motion for Preliminary Approval, Travelers is filing an Amended Complaint to substitute Plaintiff for Travelers as the Class Representative.

2.7 The Parties did not discuss the amount of any attorney's fees, costs, or service award for Plaintiff until after reaching agreement on the relief for the Settlement Class, nor have the Parties reached agreement on the amount of any attorney's fees, costs, or service award for Plaintiff.

2.8 Defendant denies any and all allegations of wrongdoing and claims asserted in the Action, denies all wrongdoing and liability, and denies that Travelers, Plaintiff, or the Settlement Class Members are entitled to any relief. Defendant is entering this Agreement solely to avoid the continuing costs, distractions from daily business operations, and uncertainty of litigation.

2.9 This Agreement is not, and shall not be construed or deemed to be evidence of an admission or concession by Defendant concerning any claim, liability, statutory violation, or causation of damages. Defendant does not admit liability to Travelers, Plaintiff or the Settlement Class Members. Neither the fact nor terms of this Agreement shall be used, offered, or received in evidence in any action or proceeding or for any purpose except in an action or proceeding to enforce this Agreement.

2.10 Notwithstanding the above, without admitting or conceding any wrongdoing or liability, and solely in order to avoid the cost, burden, expense, and uncertainty of further litigation, the Parties desire to compromise and settle the Action and have reached this Agreement to resolve the disputes between them, pending approval of the Court, and to achieve complete peace.

2.11 The Parties and their counsel agreed to settle this Action on the terms set forth herein and to have judgment entered pursuant to this Agreement without trial or adjudication of any issue of fact or law excepting approval of this Agreement.

2.12 This Agreement is expressly conditioned upon and subject to preliminary and final approval by the Court, as set forth herein.

2.13 Now therefore, it is hereby agreed that, in consideration of the agreements, promises, and covenants set forth in this Agreement, and subject to the terms and conditions set forth herein and the approval of the Court, the Action shall be fully and finally settled and dismissed with prejudice on a class-wide basis.

3. DEFINITIONS

As used herein, the following terms have the meanings set forth below.

3.1 "Action" means the civil action styled *Alexander Garner v. Aramark Management Services LP*, Case No. 2025 CAB 007444 (D.C. Sup. Ct.); it also refers to the same action under

its previous caption, *Travelers United, Inc. v. Aramark Management Services LP*, Case No. 2025 CAB 007444 (D.C. Sup. Ct.).

3.2 "Administrative Costs" means all reasonable and authorized costs and expenses of disseminating and publishing the Class Notice in accordance with the Preliminary Approval Order, and all reasonable and authorized costs and expenses incurred by the Settlement Administrator in administering the Settlement, including but not limited to costs and expenses associated with assisting Settlement Class Members, escrowing funds, and issuing Settlement Payments. It does not include any fees, costs or expenses incurred by Class Counsel or any Settlement Class Members.

3.3 "Settlement," "Agreement," and "Settlement Agreement" mean this Class Settlement and Release Agreement, including exhibits.

3.4 "Attorney's Fees and Expenses" means such funds as may be awarded to Class Counsel by the Court to compensate them (and all other attorneys for Plaintiff or the Settlement Class) for their fees and all expenses incurred by Plaintiff or Class Counsel in connection with the Action.

3.5 "Claim" means a claim submitted by a Settlement Class Member for payment of a Settlement Payment, according to the process described in Section 8 below.

3.6 "Claim Deadline" means 60 days from the date Notice is made.

3.7 "Claim Form" means the document to be submitted by Settlement Class Members seeking a Settlement Payment pursuant to this Agreement. The Claim Form will be available online at the Settlement Website and the contents of the Claim Form will be approved by the Court. The Parties shall request that the Court approve the Claim Form substantially in the form attached hereto as **Exhibit B.**

3.8 "Class Counsel" means Katherine Aizpuru and Peter Silva of Tycko & Zavareei LLP, and Wes Griffith and David McGee of Almeida Law Group LLC.

3.9 "Class List" or "Notice List" means the list of individuals who are within the Settlement Class, together with the relevant information including last known email addresses.

3.10 "Class Notice" or "Notice" means notice in the form of **Exhibit A** to this Agreement, to be delivered to Class Members in accordance with the procedures set forth in Section 12 of this Agreement.

3.11 "Class Period" means the period from October 1, 2024 through December 31, 2025.

3.12 "Court" means the Superior Court for the District of Columbia.

3.13 "*Cy Pres* Recipient" means Public Justice.

3.14 "Defendant" means Aramark Management Services Limited Partnership d/b/a Aramark Sports & Entertainment and d/b/a Aramark.

3.15 "Defendant's Counsel" means Morgan Lewis.

3.16 "Effective Date" means the date on which this Agreement becomes effective. This Effective Date is the latest of (1) one business day after the date the Final Approval Order is entered; (2) thirty-one (31) days after the date of Final Approval, if a Class Member objects to the Settlement but no appeal by a Class Member is filed; or (3) thirty-one (31) days after the final termination of any appeal from the Final Approval Order.

3.17 "Final Approval Hearing" means the hearing at which the Court shall (1) determine whether to grant final approval to the Settlement; (2) consider any timely objections to the Settlement and all responses thereto; and (3) consider requests for Service Award to the Plaintiff and for an award of Attorney's Fees and Expenses.

3.18 "Final Approval Order" means the order approving the Settlement, certifying the Settlement Class as final, and dismissing the Action with prejudice.

3.19 "Net Settlement Fund" means the Settlement Fund, minus Administrative Costs, Attorneys' Fees and Expenses approved by the Court, and any Service Award approved by the Court.

3.20 "Notice Plan" means the plan to disseminate the Class Notice to the Settlement Class that comports with due process as described in Section 12.

3.21 "Objection Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must serve written objections to the Settlement, if any, in accordance with Section 14 of this Agreement to be able to object to the Settlement.

3.22 "Opt-Out Deadline" means the date identified in the Preliminary Approval Order and Class Notice by which a Settlement Class Member must provide written notice of their intent to exclude themselves from the Settlement, in accordance with Section 13 of this Agreement.

3.23 "Notice Deadline" means twenty-one (21) days from the Preliminary Approval Order.

3.24 "Parties" means Travelers, Plaintiff, and Defendant.

3.25 "Plaintiff" means Alexander Garner.

3.26 "Preliminary Approval Order" means the order entered by the Court preliminarily approving the Settlement, provisionally certifying the Settlement Class, providing for confidentiality as contemplated in this Agreement, and approving the Class Notice to Settlement Class Members.

3.27 "Released Claim" shall have the meaning set forth in Section 21 of this Agreement.

3.28 "Released Parties" shall have the meaning set forth in Section 21 of this Agreement.

3.29 "Releasing Parties" shall have the meaning set forth in Section 21 of this Agreement.

3.30 "Service Award" means a payment of up to $5,000 to Plaintiff in recognition of the time and effort he spent pursuing this Action in service to the Class. Any Service Award shall be subject to approval by the Court and, if approved, shall be paid from the Settlement Fund.

3.31 "Settlement Administrator" or "Administrator" means the firm approved by the Court to provide Class Notice pursuant to a Settlement Notice Plan approved by the Court, to process requests for exclusion or "opt outs," to facilitate payment to Settlement Class Members, and to otherwise administer the Settlement. Eisner Amper shall be the Settlement Administrator.

3.32 "Settlement Class" or "Class" means the definition set forth in Section 4 below.

3.33 "Settlement Class Member" or "Class Member" means any person who falls within the definition of the Settlement Class and who has not successfully opted out of the Settlement Class.

3.34 "Settlement Fund" means the total aggregate common fund that Defendant will be obligated to pay by operation of this Agreement if it receives final approval from the Court and the Final Approval Order becomes final. The Settlement Fund equals four million, five hundred thousand U.S. dollars ($4,500,000.00) and will be used to pay the Settlement Class Members, Attorney's Fees and Expenses, Service Award, and Administrative Costs. The Settlement Fund is Defendant's maximum and exclusive payment obligation under this Agreement to settle the Action in full. The Settlement Fund is a non-reversionary fund such that all portions of the fund will be used to pay the Class Members, Attorney's Fees and Expenses, Service Award, and Administrative

Costs. Any excess funds after payment of the above will be made payable to a *Cy Pres* Recipient. No part of the Settlement Fund will revert to Defendant.

3.35 "Settlement Payment" means the payment to be made from the Settlement Fund to Settlement Class Members.

3.36 "Travelers" means former plaintiff Travelers United, Inc.

4. SETTLEMENT CLASS

4.1 The Settlement Class is defined as all individuals in the United States who made a purchase from Aramark at Capital One Arena and paid a Venue Fee between October 1, 2024 and December 31, 2025.

4.2 The terms, effectiveness, and validity of this Agreement are subject to entry of a Preliminary Approval Order provisionally certifying the Settlement Class for settlement purposes only, and entry of a Final Approval Order certifying the Settlement Class for settlement purposes only.

5. SETTLEMENT CONSIDERATION

5.1 As consideration for this Agreement, Defendant will pay a Settlement Fund of $4,500,000 in full settlement of all claims that were or could have been asserted in the Action. In no event shall the Settlement Fund exceed $4,500,000.

5.2 In no event shall Defendant be liable for any amount greater than the Settlement Fund. For avoidance of doubt, Defendant shall not be required to pay any additional money in settlement of the Action, nor shall it be required to bear any other fees, costs, charges, taxes, or expenses, including but not limited to Attorney's Fees and Expenses, in connection with the Settlement.

5.3 Defendant shall not be required to take any action or refrain from any action as a result of the Settlement except to fulfill its obligations to implement the terms of this Agreement.

6. PAYMENT OF SETTLEMENT FUND

6.1 Defendant shall pay the Settlement Fund to the Settlement Administrator no later than seven (7) business days following entry of the Final Approval Order, provided the Settlement Administrator has timely provided Defendant with a W-9 and wire instructions.

6.2 If this Agreement is not finally approved, any advances paid to the Settlement Administrator by Defendant will be returned within ten business days of the order denying final approval in the manner Defendant directs.

6.3 The Court shall retain continuing jurisdiction over the Settlement Fund sufficient to satisfy the requirements of 26 C.F.R. § 1.468B-1. The Settlement Administrator shall at all times seek to have the Settlement Fund treated as a "qualified settlement fund" as that term is defined in 26 C.F.R. § 1.468B-1. The Settlement Administrator shall cause any taxes imposed on the earnings of the Settlement Fund, if any, to be paid out of such earnings and shall comply with all tax reporting and withholding requirements imposed on the Settlement Fund under applicable tax laws. The Settlement Administrator shall be the "administrator" of the Settlement Fund pursuant to 26 C.F.R. § 1.468B-2(k)(3).

6.4 Should the Settlement be approved, and any monies remain in the Settlement Fund after disbursement of funds in accordance with the terms of this Agreement, the remaining principal funds shall not revert to Defendant and will be distributed to the *Cy Pres* Recipient.

7. DISTRIBUTION OF SETTLEMENT FUND

7.1. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall make disbursements from the Settlement Fund in the following order:

a. Pay all taxes and tax-related expenses, if any, or, at the Settlement Administrator's discretion, it shall reserve the amount of the Settlement Fund sufficient to pay taxes and tax-related expenses;

b. Pay the Settlement Administrator's Administrative Costs;

c. Pay to the Class Representative any Service Award approved by the Court;

d. Pay to Class Counsel any Attorney's Fees and Expenses approved by the Court;

e. Pay Settlement Payments to all Settlement Class Members who have submitted a valid Claim;

f. Effectuate a secondary distribution to Settlement Class Members, if the cost to do so is not prohibitive;

g. Payment of additional fees, costs, and expenses not specifically enumerated in subparagraphs (a) through (f) of this paragraph, subject to approval of Class Counsel and Defendant's Counsel; and

h. Pay any remaining amounts in the Settlement Fund to the *Cy Pres* Recipient.

7.2 The Settlement Administrator's and the Parties' respective obligations with respect to the distribution of Settlement Payments, any Attorney's Fees and Expenses, Service Award, and the amount of unclaimed and/or uncashed settlement checks, if any, shall be performed reasonably and in good faith. So long as such obligations are performed in good faith, the Parties and the Settlement Administrator shall not be liable for erroneous, improper, or inaccurate distribution, and the release of the Released Claims and any judgment shall be effective on the Effective Date.

7.3 After the *cy pres* donation is made, the Settlement Fund will be closed.

7.4 The Parties agree that all Class Members who do not opt out and who submit valid Claims shall be solely responsible for any and all tax obligations associated with the Settlement.

No opinion or advice concerning the tax consequences of the Settlement to individual Class Members, Settlement Class Members or any of the Parties or any of the Released Parties is being given or will be given by Class Counsel or Defendant's Counsel; nor is any representation or warranty made concerning tax obligations by virtue of this Agreement. To the extent that this Agreement or any of its Exhibits are interpreted to contain or constitute advice regarding any U.S. or Federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Settlement Class Members will be directed to consult their own tax advisors regarding the tax consequences of the proposed settlement and any tax reporting obligations they might have concerning it.

8. CLAIMS PROCESS AND SETTLEMENT PAYMENTS

8.1 Settlement Class Members must submit a Claim in order to receive a Settlement Payment.

8.2 **Claim Form Required.** Settlement Class Members shall submit their Claims by completing the Claim Form available on the Settlement Website. Settlement Class Members shall have the option to (1) complete and submit a Claim Form entirely online, (2) print a Claim Form and submit it by mail to the Settlement Administrator, or (3) request that a Claim Form be mailed to them by the Settlement Administrator, which they may complete and submit through the mail. The Claim Form shall require the Settlement Class Member to sign under penalty of perjury that he or she made a purchase from Aramark at Capital One Arena during the Class Period and paid a Venue Fee. The Claim Form shall require basic identifying information including name, address, telephone number, and email address, and shall be subject to reasonable verification by the Settlement Administrator based on the Class List provided by Defendant.

8.3 **Claim Deadline.** To be valid, all Claim Forms must be submitted by the Claim Deadline (60 days after the date of Notice).

8.4 **Review of Claims.** The Settlement Administrator shall be responsible for reviewing all Claim Forms to determine their validity. The Settlement Administrator will design and implement a process for reviewing submitted Claims for fraud, duplication, incompleteness, and error. The Settlement Administrator shall reject any Claim Form that does not comply in any material respect with the instructions on the Claim Form or is submitted after the Claim Deadline.

8.5 **Deficient Claims.** Before rejecting a Claim Form, the Settlement Administrator shall communicate with the Settlement Class Member who submitted the Claim Form in an effort to remedy curable deficiencies, except in instances where the Claim Form is untimely, clearly fraudulent (e.g., submitted by "John Doe"), or clearly uncurable (e.g., the Claim Form relates to something other than purchases from Aramark at Capital One Arena during the Class Period). Untimely and clearly fraudulent or clearly uncurable Claim Forms shall be rejected without a cure attempt.

8.6 **Manner of communicating deficiency.** Within thirty (30) days after the Claim Deadline, the Settlement Administrator shall email all Class Members whose Claims were denied stating the reason for the denial, at the email address (if any) provided by the Class Member on the Claim Form. If no email address is provided by the Class Member on the Claim Form, the Settlement Administrator shall not have an obligation to provide the Class Member with any notification of the reasons for denial of the Claim. The Settlement Administrator's determination of whether a Claim is valid, if not disputed by the Parties, shall be final and not subject to further review. In resolving such disputes, records provided by Defendant shall be presumed to be accurate, unless the Claimant can provide information showing otherwise.

8.7 **Deceased Settlement Class Members.** If a Class Member is deceased and a death certificate is provided to the Settlement Administrator prior to the Effective Date, and a valid Claim is submitted on behalf of the Class Member, the Settlement Administrator shall pay the applicable Settlement Payment to the deceased Class Member's estate.

8.8 **Calculation of Settlement Payments.** Only Settlement Class Members who submitted a valid Claim will receive a Settlement Payment. Once all timely submitted Claim Forms have been received and validated, the Settlement Administrator shall promptly provide the Parties with a report detailing the number of valid Claims.

8.9 The amount of the Settlement Payment shall be based on a pro rata share of the Net Settlement Fund based on the number of Settlement Class Members who submit valid Claims. The Settlement Administrator shall calculate the amount of each Settlement Payment within 7 days of any Order deciding the Motion for Attorneys' Fees, Expenses, and Service Award, and shall promptly provide the Parties with a final report detailing the number of valid Claims and amount of each Settlement Payment.

8.10 **Distribution.** Payments shall be distributed to Settlement Class Members who submitted valid claims by no later than 14 days of the Effective Date. The Settlement Website will include the option for Settlement Class Members who submit valid Claims to receive Settlement Payments by Venmo, PayPal, or direct deposit. Settlement Class Members who submit valid Claims may also elect to receive a paper check.

8.11 Checks shall become stale and all right to payment on any such check shall end upon expiration of one hundred twenty (120) days from the date of the check (which will be within one calendar week of the date such check is mailed) and shall include a statement to inform the bearer of this validity period. Any check that becomes stale may be re-issued one time. Right to

payment on any re-issued check shall become stale upon the expiration of sixty (60) days from the date of the re-issued check (which will be within one calendar week of the date such check is mailed) and shall include a statement again informing the Class Member of this validity period. The funds represented by any reissued checks that become stale shall be applied to the secondary distribution, if any, and otherwise distributed to the *Cy Pres* Recipient.

8.12 **Secondary distribution.** Settlement Class Members who submit valid Claims shall be eligible to receive a secondary distribution, if there is sufficient money left in the Settlement Fund that a secondary distribution would not be prohibitively costly.

8.13 To the extent that any Settlement Payments remain uncashed after the void date and any secondary distribution, the Settlement Administrator shall distribute any remaining funds to the *Cy Pres* Recipient.

8.14 **1099s.** The Settlement Administrator shall, if required, issue IRS Form 1099s to Settlement Class Members.

9. ATTORNEYS' FEES, EXPENSES, AND SERVICE AWARD

9.1 As payment for Attorney's Fees and Expenses, Class Counsel shall be entitled to apply to the Court for a distribution of no more than one third (33.33%) of the Settlement Fund for attorney's fees plus litigation expenses, which sum shall include all Attorney's Fees and Expenses and shall constitute full satisfaction of any obligation on Defendant's part to pay any person, attorney, or law firm for costs, litigation expenses, attorney's fees, or any other expense incurred on behalf of Plaintiff, Travelers, or the Settlement Class.

9.2 If approved by the Court, Class Counsel shall be paid their Attorney's Fees and Expenses out of the Settlement Fund within fourteen (14) days of entry of the Final Approval

Order and agree to hold that sum in trust until the Effective Date. Defendant reserves the right to object to any application for Attorney's Fees and Expenses.

9.3 An award of Attorney's Fees and Expenses is not a necessary term of this Agreement, nor is it a condition of this Agreement. The Court's decision not to approve, in whole or in part, the Attorney's Fees and Expenses sought by Class Counsel shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement.

9.4 Plaintiff may receive a Service Award, if approved by the Court, in addition to his Settlement Payment. Plaintiff's Service Award shall be paid from the Settlement Fund. The Court's decision not to approve, in whole or in part, Plaintiff's Service Award shall not prevent the Effective Date from occurring nor shall it be grounds for termination of the Settlement or this Agreement.

10. RETENTION OF SETTLEMENT ADMINISTRATOR AND COSTS

10.1 The Settlement Administrator shall be Eisner Amper.

10.2 The Parties agree that the Settlement Administrator will direct Notice, process claims, field calls and correspondence from Settlement Class Members, and disburse amounts from the Settlement Fund.

10.3 All Administrative Costs, including all costs and expenses related to Class Notice, distribution of settlement proceeds, and reasonable measures to locate potential Settlement Class Members, will be paid from the Settlement Fund. Defendant's only responsibility regarding such costs is to fund the Settlement Fund.

10.4 The Settlement Administrator shall administer the Settlement in a cost-effective and timely manner. Without limiting any of its other obligations as stated herein, the Settlement

Administrator shall be responsible for mailing the Class Notice, making notice as required under the Class Action Fairness Act, administration of the Settlement Fund, and providing all other related support, reporting, and administration as further stated in this Agreement.

10.5 Emails addresses for notice purposes in Defendant's possession or to which Defendant has access will be provided by Defendant to the Settlement Administrator within seven (7) days of entry of a Preliminary Approval Order. Thes email addresses constitute confidential information, non-public personal information, and other information protected by privacy laws, and the Settlement Administrator will keep the information confidential and ensure it is secured and managed in such a way as to protect the security and confidentiality of the information, consistent with industry best practices and applicable law. The Parties and Settlement Administrator will enter into a written confidentiality agreement governing this confidential information. The Settlement Administrator shall use this information solely for the purpose of administering the Settlement. Except as specifically provided in this Agreement, the Settlement Administrator shall not disclose or disseminate any information that it receives from any Party without prior written consent of the Parties or by Order of the Court.

11. PRELIMINARY APPROVAL MOTION

Plaintiff will file a Motion for Preliminary Approval on or before August 7, 2026, unless extended by order of the Court. The Motion for Preliminary Approval will request that the Court:

a. Find that Plaintiff and Class Counsel fairly and adequately represent the interests of the Settlement Class;

b. Find preliminarily that this Agreement is fair, reasonable and adequate to the Settlement Class; preliminarily certify, for settlement purposes only, the Settlement Class; and find that the Notice and Notice Plan comply with

constitutional and statutory requirements and constitute the best notice practicable under the circumstances;

c. Designate Public Justice as the *Cy Pres* Recipient; and

d. Schedule a Final Approval Hearing no earlier than one hundred eighty (180) days after the filing of the Preliminary Approval Motion.

12. NOTICE PLAN

If the Court enters a Preliminary Approval Order, Notice shall be made to the Settlement Class according to the following Notice Plan.

12.1 No later than seven (7) days after the Preliminary Approval Order is entered, Defendant will provide to the Settlement Administrator a list of known email addresses for the Settlement Class Members. This information will be maintained in strictest confidence and used solely for the purposes of Class Notice and administration.

12.2 No later than 21 days after entry of the Preliminary Approval Order, the Settlement Administrator will email to each Settlement Class Member a Class Notice, the form of which is attached as **Exhibit A.**

12.3 The Settlement Administrator will also establish a Settlement Website to be activated by no later than 21 days after entry of the Preliminary Approval Order which will contain the Amended Complaint, Motion for Preliminary Approval, Preliminary Approval Order, and, when filed, the Motion for Attorneys' Fees, Expenses, and Service Award, as well as the Final Approval Order, if entered. The Settlement Website shall also prominently display a copy of the Class Notice, and will include a Spanish language translation of the Class Notice. The Settlement Administrator's responsibilities will also include securing an appropriate URL to be agreed upon by the Parties.

12.4 The Settlement Website will terminate (be removed from the internet) and no longer be maintained by the Settlement Administrator one hundred twenty (120) days after the Effective Date, or, if the Settlement is terminated or otherwise not approved in full, thirty (30) days after the date on which the Settlement Agreement is terminated or otherwise not approved in full. All costs and expenses related to the Class Settlement Website shall be paid out of the Settlement Fund.

12.5 The Settlement Administrator shall establish a toll-free number where Settlement Class Members may obtain information about the Settlement and the Action.

12.6 The Settlement Administrator shall establish an email address where Settlement Class Members can contact the Settlement Administrator with questions or to request that a copy of the Class Notice be mailed to them.

12.7 The Class Notice shall apprise Settlement Class Members of their right to opt out of the Settlement Class, of their right to object to the Class Settlement, of the fact that any objections or opt outs must be sent to the Administrator and postmarked no later than ninety days from the Notice Deadline, and that any failure to object or to opt out in accordance with applicable deadlines for opt outs and objections constitutes a knowing and voluntary waiver of any right to opt out of the Settlement Class or to appeal from the Final Approval Order. The Notice will provide that class wide or mass opt outs or objections are invalid.

12.8 This Agreement does not impose on any Party or the Administrator an obligation to make extraordinary efforts to locate a potential Settlement Class Member.

13. OPT OUTS

13.1 The Parties propose that the Opt-Out Deadline shall be 60 days from the Notice Deadline. The Motion for Preliminary Approval shall propose this deadline.

13.2 To opt out, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this case. In order to opt out, the Class Member must complete and send to the Settlement Administrator, at the address listed in the Class Notice, a written request to opt out that is postmarked no later than the Opt-Out Deadline.

13.3 If submitted by mail, an opt out shall be deemed to have been submitted when posted if received with a postmark date indicated on the envelope and addressed in accordance with the instructions. If submitted by private courier (*e.g.*, Federal Express), an opt-out shall be deemed to have been submitted on the shipping date reflected on the shipping label. The request to opt out must: (a) identify the case name; (b) identify the name and address of the person requesting exclusion; (c) be personally signed by the person requesting exclusion; and (d) contain a statement that indicates a desire to be excluded from the Settlement Class, such as "I hereby request that I be excluded from the proposed Settlement Class in the Action." Mass or class opt outs shall be void.

13.4 Any Settlement Class Member who properly opts out of the Settlement Class shall not: (a) be bound by any orders or judgments relating to the Settlement; (b) be entitled to relief under, or be affected by, this Agreement; (c) gain any rights by virtue of this Agreement; or (d) be entitled to object to any aspect of the Settlement. A request for exclusion that does not include all of the required information, or that is sent to an address other than one designated in the Class Notice, or that is not received within the time specified, shall be invalid and the person(s) serving such request shall remain a Settlement Class Member and shall be bound as a Settlement Class Member to this Agreement, if approved.

13.5 Notwithstanding the foregoing, a Class Member shall have the right to revoke a properly and timely submitted request for exclusion if a notice of the Class Member's election to

revoke his or her exclusion is sent to the Settlement Administrator, postmarked on or before the Opt-Out Deadline.

13.6 A Class Member who submits a both Claim and a request to opt out shall be deemed to have chosen to remain in the Settlement Class and will be bound by this Agreement. If the Claim is valid, the Class Member will receive a Settlement Payment.

13.7 The Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a list of all timely requests to opt out within seven (7) business days after the Opt-Out Deadline, and copies of such requests to opt out, if requested. Plaintiff shall not request to exclude himself from the Class.

14. OBJECTIONS

14.1 The Parties propose that the Objection Deadline shall be 60 days from the Notice Deadline. The Motion for Preliminary Approval shall propose this deadline.

14.2 Any Settlement Class Member may object to the Settlement. To object, the Settlement Class Member must comply with the procedures and deadlines in this Agreement and any Court order entered in this Action.

14.3 Any Settlement Class Member who wishes to object to the Settlement must do so in writing on or before the Objection Deadline, as specified in the Class Notice and Preliminary Approval Order. The written objection must be filed with the Clerk of Court by no later than the Objection Deadline.

14.4 **Form of Objection.** The requirements to assert a valid written objection shall be set forth in the Class Notice, and, to be valid, the written objection must include: (a) the case name and number; (b) the name, address, telephone number of the Settlement Class Member objecting and, if represented by counsel, of his/her counsel; (c) the basis for objection; and (d) a statement

of whether he/she intends to appear and speak at the Final Approval Hearing, either with or without counsel. For an objection to be considered by the Court, the Settlement Class Member must not have opted out of the Settlement and the objection must be electronically filed or mailed first-class postage prepaid and addressed in accordance with the instructions and the postmark date indicated on the envelope must be no later than the Objection Deadline, as specified in the Notice. The Class Representative shall not object to the Settlement or any provision of this Agreement.

14.5 **Deposition.** Objectors must also make themselves available for deposition by counsel for the Parties between the time the objection is filed and a date no later than five (5) days before the Final Approval Hearing, and the objection must include the dates when the objector is available for deposition.

14.6 **Report.** Within seven (7) business days of the Objection Deadline, the Settlement Administrator shall provide a report to the Court, Class Counsel, and Defendant's Counsel setting forth a list of objections that meet the above guidelines. The Court shall have the ultimate determination of whether an objection has been appropriately made.

14.7 **Waiver of Objection.** Any Settlement Class Member who does not make his or her objection in the manner provided in this Section shall be deemed to have waived such objection, shall not be permitted to object to any terms or approval of the Settlement at the Final Approval Hearing, and shall be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the proposed Settlement as incorporated in this Agreement, and to the award of Attorney's Fees and Expenses to Class Counsel and the payment of a Service Award to the Class Representative, unless otherwise ordered by the Court.

14.8 **Appearance.** Subject to approval of the Court, any Class Member who files and serves a written objection in accordance with this Section and the Class Notice may appear, in

person or by counsel, and speak at the Final Approval Hearing held by the Court, to show cause why the proposed Settlement should not be approved as fair, adequate, and reasonable, but only if the objecting Settlement Class Member: (a) files with the Clerk of the Court a notice of intention to appear and speak at the Final Approval Hearing by the Objection Deadline ("Notice of Intention to Appear"); and (b) serves the Notice of Intention to Appear on all counsel designated in the Class Notice by the Objection Deadline. The Notice of Intention to Appear must include copies of any papers, exhibits, or other evidence that the objecting Settlement Class Member will present to the Court in connection with the Final Approval Hearing. Any Settlement Class Member who does not file a Notice of Intention to Appear in accordance with the deadlines and other specifications set forth in this Agreement and Class Notice shall not be entitled to speak at the Final Approval Hearing and raise any objections.

14.9 Any lawyer who intends to appear at the Final Approval Hearing also must enter a written Notice of Appearance of Counsel with the Clerk of the Court no later than the last day of the Objection Deadline set by the Court and shall include the full caption and case number of each previous class action case in which that lawyer(s) has represented an objector.

15. FINAL APPROVAL MOTION

Prior to the Final Approval Hearing, Plaintiff will file a Motion for Final Approval. The Motion will request that the Court approve the Settlement and enter a Final Order and Judgment that will among other things:

a. Adjudge and approve in all respects the Settlement of the Action on the terms described in this Agreement and approve the terms of this Agreement as fair, reasonable, and adequate and in the best interests of the Settlement Class as a whole;

b. Dismiss on the merits and with prejudice all class and individual claims in the Action and find that the Plaintiff, Travelers, and the Settlement Class Members have released all Released Claims;

c. Bar and enjoin Plaintiff, Travelers, and all Settlement Class Members who have not successfully opted out from asserting any of the Released Claims, including during any appeal from the Final Approval Order;

d. Include all relief to be provided as part of the Settlement; and

e. Retain jurisdiction of all matters relating to the interpretation and enforcement of the Settlement and this Agreement.

16. EFFECT OF DISAPPROVAL/DENIAL OF APPROVAL OF SETTLEMENT

If the Court disapproves this Agreement or any part thereof for any reason or declines to enter a Final Approval Order as described in this Agreement, then this Agreement, including all releases contained within this Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved, unless Plaintiff and Defendant agree otherwise or jointly appeal the order disapproving the Settlement.

17. CONDITIONS FOR PERFORMANCE; RIGHT TO TERMINATE

17.1 **Conditions for performance:** Performance of the obligations set forth in this Agreement is subject to all of the following material conditions: (a) execution of this Agreement by Plaintiff, Defendant, Travelers, and Class Counsel; (b) entry of the Preliminary Approval Order by the Court; (c) sending of the notices described herein; (d) entry of the Final Approval Order by the Court; (e) execution and entry of judgment by the Court; and the occurrence of all other circumstances necessary for entry of the Final Order and Judgment.

17.2 **Covenant To Cooperate In Good Faith:** The Parties hereby covenant and agree to cooperate reasonably and in good faith for the purpose of achieving occurrence of the conditions set forth above, including, without limitation, timely filing of all motions, papers and evidence necessary to do so, and refraining from causing or encouraging directly or indirectly any appeal or petition for writ proceedings by third parties seeking review of any order contemplated by this Agreement. Class Counsel represent and warrant that they have authority to take all such actions required of them pursuant to this Agreement, and that by doing so they are not in breach or violation of any agreement with Plaintiff, Travelers, or any third party.

17.3 **Termination Rights:** Plaintiff and Defendant each shall have the absolute, sole and complete discretion to terminate the Settlement and this Agreement by providing written notice to the other of an election to do so within fourteen (14) days of: (a) the Court imposing any material, additional, or increased burden, condition or obligation upon a Party and that entity finds it to be unacceptable; (b) the Court's declining to enter the Preliminary Approval Order in any material respect; (c) the Court's declining to enter the Final Approval Order in any material respect; and (d) the date on which the judgment in the Final Approval Order is modified or reversed in any material respect by an appellate court. On timely notice of termination, this Agreement shall be null, void, and of no force and effect.

17.4 **Exceptions:** If the Court determines any proposed Service Award or Class Counsel's Attorney's Fees and Expenses should be reduced, then it is expressly agreed and understood that such a decision by the Court shall not operate as a means by which a Party can withdraw from and terminate this Agreement.

17.5 **Effect of Termination:** Except as otherwise provided in this Agreement, if this Agreement and the Settlement embodied in it are terminated, then this Agreement shall be without

prejudice, and none of its terms shall be effective or enforceable and the fact of this Agreement and the Settlement embodied in it shall not be admissible in any trial of these Actions; the Parties shall be deemed to have reverted to their respective status in these Actions immediately before July 13, 2026; any portion of the Settlement Fund previously paid by or on behalf of Defendant, together with any interest actually earned thereon (less 50% of costs of administration and notice actually incurred and paid or payable from the Settlement Fund) shall be returned to Defendant within ten (10) business days from the date of the event causing such termination; and, except as otherwise expressly provided, such parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

17.6 **Continuing Obligations:** Notwithstanding the foregoing, if this Agreement is terminated, then Plaintiff and Defendant shall each have the obligation to pay 50% of all Administrative Costs reasonably incurred through the date of termination.

18. REVERSAL, VACATUR, OR MODIFICATION OF AGREEMENT BY APPELLATE COURT

In the event that a court of appeals or other reviewing court sets aside, reverses, vacates or modifies the Final Approval Order as described in this Agreement in any material way, then this Agreement, including all releases contained within this Agreement, shall become null and void and the Action shall proceed as though no settlement had been negotiated or achieved unless the Parties otherwise agree.

19. FINAL REPORT OF DISTRIBUTION OF SETTLEMENT

Twelve (12) months after the Final Approval Order is entered, or thirty (30) days after distribution of the Settlement Fund is completed, whichever is later, Class Counsel shall file a report with the Court, and serve a copy on Defendant's counsel, detailing the distribution of the Settlement Fund.

20. FINAL AND BINDING AGREEMENT

The Parties acknowledge that this Agreement is a full and final accord and satisfaction and shall be binding upon and inure to the benefit of Defendant, Plaintiff, Travelers, the Settlement Class Members, Class Counsel, and each of their respective trustees, heirs, executors, administrators, beneficiaries, representatives, agents, successors, assigns, or anyone else claiming to have rights derived from or through the Class Members.

21. RELEASE

21.1 The Final Approval Order shall, among other things, provide for the dismissal with prejudice of the Action against Defendant without costs to any party, except as specifically stated in this Agreement.

21.2 For purposes of this Agreement, "Releasing Parties," and each a "Releasing Party," means Plaintiff, Travelers, all Settlement Class Members and any individual acting on their behalf, including but not limited to, any present, former, and future spouses (and common law spouses), dependents, children, parents, relations, next of kin, as well as the present, former, and future estates, heirs, beneficiaries, trustees, executors, administrators, representatives, agents, attorneys, partners, successors, predecessors in interest, assigns, any other representatives of each of them, and any and all other persons who could claim through them, other than those Settlement Class Members who have validly opted out.

21.3 Each Party to this Agreement understands, acknowledges, and agrees that if any fact believed to be true is found hereafter to be other than, or different from, that which is believed, each expressly assumes the risk of such difference in fact and agrees that this Agreement as of the Effective Date shall be, and will remain, in effect notwithstanding any such difference in fact.

21.4 The Releasing Parties release and forever discharge Aramark Management Services Limited Partnership ("Aramark"), DC Arena LP, and Shift4 and each and all of Aramark's, DCArena LP's, and Shift4's vendors, partners, assigns, representatives, current and former parent companies, subsidiaries, affiliated individuals and entities, divisions, legal successors, predecessors (including companies they have acquired, purchased, or absorbed), licensees, shareholders, insurers, assigns, joint venturers, and any related companies, including all companies involved in the ownership and operation of Capital One Arena, and each and all of their respective officers, partners, directors, owners, stockholders, servants, agents, shareholders, members, managers, principals, investment advisors, consultants, employees, representatives, attorneys, accountants, lenders, underwriters, benefits administrators, investors, funds, indemnitees, insurers, and reinsurers, past, present, and future, and all persons acting under, by, through, or in concert with any of them (for purposes of this Agreement, the "Released Persons"), from any and all actions, causes of action, claims, class allegations and actions, or demands that have been or could have been asserted in any form by any member of the Settlement Class, including, but not limited to, any and all injuries, losses, damages, costs, expenses, compensation, claims, suits, rights, rights of set-off and recoupment, demands, actions, obligations, and causes of action, and liabilities of any and every kind, nature, type, description, or character, whether known and unknown, contingent or vested, in law or in equity, based on direct or vicarious liability, and regardless of legal theory, including any and all statutory or regulatory violations, negligence, negligence per se, breach of contract (express or implied), breach of fiduciary duty, breach of confidence, misrepresentation (whether fraudulent, negligent, or innocent), unjust enrichment, bailment, wantonness, and/or failure to provide adequate notice pursuant to any statute or common law duty, common law claims or causes of action, violations of public policy, and any federal,

state, or local statutory or regulatory claims, including but not limited to, the consumer protection laws and unfair and deceptive trade practice laws or other common laws or statutes of all fifty (50) states and U.S. territories and the United States, and further including, but not limited to any and all claims for damages (including, but not limited to, any compensatory damages, special damages, consequential damages, punitive damages, statutory damages, statutory penalties, or fines), injunctive relief, disgorgement, declaratory relief, equitable relief, attorneys' fees, costs, expenses, and prejudgment interest, and any other form of relief that any Class Member has, has asserted, could have asserted, or could assert against any of the Released Persons proximately caused by or attributable to, directly or indirectly, whether or not currently known, arising out of, based upon, concerning, arising out of, or related in any way to the claims set forth in the complaint and any amended complaint ("Released Claims").

21.5 **Covenant Not to Sue.** Plaintiff, on behalf of himself and the Settlement Class Members, and Travelers, and all Releasing Parties, covenants and agrees: (a) not to file, commence, prosecute, intervene in, or participate in (as class members or otherwise) any action or claim in any jurisdiction before any court or tribunal, based on or relating to any of the Released Claims, or the facts and circumstances relating thereto, against any of the Released Parties; (b) not to organize or solicit the participation of Settlement Class Members, or persons who would otherwise fall within the definition of the Settlement Class but who requested to be excluded from the Settlement Class, in a separate class for purposes of pursuing any action or claim (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action in any jurisdiction) based on or relating to any of the Released Claims or the facts and circumstances relating thereto, against any of the Released Parties; and (c) that the

foregoing covenants and this Agreement shall be a complete defense to any of the Released Claims against any of the Released Parties.

22. NO ADMISSION OF LIABILITY OF CERTIFICATION OF CLASS

22.1 Neither this Agreement, whether or not consummated, nor communications or negotiations culminating in this Agreement, nor any proceedings taken pursuant to this Agreement, nor the fact of the Settlement nor the payment of the Settlement Fund is, may be construed as, or may be used as, an admission on the part of Defendant or Released Parties of any fault, misconduct, wrongdoing, or liability whatsoever, or that any class asserted by Plaintiff merits certification. Defendant expressly denies any wrongdoing under any federal, state, or local statute, public policy, tort law, contract law, or common law and expressly denies the truth or validity of any claim made against it or the propriety of certification of any class on the merits. Defendant has agreed to enter into this Agreement to avoid the further expense, inconvenience, and distraction of burdensome and protracted litigation, and to be completely free of any further claims that were asserted or could have been asserted in the Action.

22.2 Further, neither this Agreement nor any drafts hereof nor any documents leading to or relating to the Settlement set forth herein, including, but not limited to, any proposed order, Preliminary Approval Motion, Final Approval Motion, or memoranda in support thereof, constitutes an admission of liability or of any fact by the Plaintiff, Travelers, or Defendant.

22.3 The Parties agree that the foregoing documents will not be offered as or received against Defendant as evidence of, or construed as or deemed to be evidence of any admission, presumption or concession of any liability, negligence, fault, misconduct or wrongdoing, or in any way referred to for any other reason as against any of the Parties to this Agreement in any other civil, criminal or administrative action or proceeding, other than such proceedings as may be

necessary to effectuate the provisions of this Agreement; provided, however, that if this Agreement is approved by the Court, Defendant may rely upon or use this Agreement as necessary to effectuate the liability protection granted Defendant hereunder.

22.4 The Parties agree that the foregoing documents will not be offered or received as an admission or concession that the consideration to be given to Settlement Class Members hereunder represents the amount which could be or would have been recovered by any such persons after trial.

22.5 In addition to any other defenses Defendant may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the releases contained herein.

23. NON-ADMISSIBILITY OF SETTLEMENT NEGOTIATIONS

The settlement negotiations resulting in this Agreement have been undertaken by Plaintiff and Defendant and their respective counsel in good faith and for settlement purposes only pursuant to Federal Rule of Evidence 408, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. Nor shall this Agreement be offered or received in evidence in any action or proceeding for any purpose, except only for purposes of enforcing the terms and conditions of this Agreement.

24. NO ORAL MODIFICATION

This Agreement shall not be altered, amended, or modified by oral representation made before or after the execution of this Agreement. No amendment, modification, waiver, termination,

or discharge of any provision of this Agreement shall be effective unless it is in a written agreement duly executed by all of the Parties hereto, and approved by the Court.

25. COMPLETE AGREEMENT

This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of this Agreement are contractual and not merely recitals. This Agreement supersedes all prior negotiations. No other agreement, written or oral, expressed or implied, exists between the Parties with respect to the subject matter of this Agreement, and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them.

26. COMPETENCY; INDEPENDENT COUNSEL

Each Party to this Agreement represents and warrants that it is competent to enter into this Agreement and in doing so is acting upon its independent judgment and upon the advice of its own counsel and not in reliance upon any warranty or representation, express or implied, of any nature or kind by any other Party, other than the terms set forth in or contemplated by this Agreement.

27. CONSTRUCTION OF AGREEMENT

The language and terms of this Agreement shall be construed as a whole, according to fair and ordinary meaning, as if both Parties jointly prepared it, and shall not be strictly construed for or against any Party to this Agreement.

28. CONTINUING JURISDICTION

The Superior Court of the District of Columbia will have continuing jurisdiction over the Action for the purpose of implementing the Settlement until the Action and all related matters are fully resolved, and for enforcement of the Settlement, this Agreement, and the Final Approval

Order thereafter. Any dispute regarding the Parties' obligations pursuant to this Agreement or interpretation of the terms of this Agreement or the Final Approval Order will be resolved by the Court.

29. CHOICE OF LAW

This Agreement and ancillary documents necessary to effectuate it will be governed by the District of Columbia without regard to its choice of law principles.

30. CHOICE OF FORUM

The Parties consent to jurisdiction and venue in the Superior Court of the District of Columbia for any dispute arising in any way out of this Agreement.

31. REPRESENTATIONS

Plaintiff represents and warrants that he has not sold, assigned, transferred or otherwise disposed of, or purported to assign, transfer, or otherwise dispose of, any of the claims, demands or rights that are the subject of this Agreement; and that he shall take all necessary action to effectuate the terms of this Agreement.

32. ADDITIONAL ACTS TO EFFECTUATE AGREEMENT

The Parties shall execute all documents and perform all acts reasonably necessary and proper to effectuate the terms of this Agreement and to obtain the benefits of this Agreement.

33. WAIVER

The provisions of this Agreement may be waived only by an instrument in writing executed by the waiving Party. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

34. PRESERVATION OF PRIVILEGE

Nothing contained in this Agreement or any Order of this Court, and no act required to be performed pursuant to this Agreement or any Order of this Court, is intended to constitute, cause or effect any waiver, in whole or in part, of any attorney client privilege, work product protection, or common interest or joint defense privilege, and each Class Member agrees not to make or cause to be made in any form any assertion to the contrary.

35. AUTHORITY OF CLASS COUNSEL

Class Counsel unconditionally warrants and represents that they are authorized by Plaintiff, for whom they are attorneys of record, and the attorneys of record for Defendant warrant and represent that they are authorized by Defendant, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to affect the implementation of the Settlement.

36. TAX CONSEQUENCES

36.1 This Agreement is enforceable regardless of its tax consequences. The Parties understand and agree that the payments set forth in this Agreement reflect the settlement of disputed legal claims and that Defendant makes no representations regarding the Agreement's tax consequences and has no liability for any tax consequences.

36.2 No opinion concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Parties or their counsel, nor is any representation or warranty in this regard made by virtue of this Agreement. Class Members must consult their

own tax advisors regarding the tax consequences of the Settlement, including any payments provided hereunder and any tax reporting obligations they may have with respect thereto.

36.3 Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

36.4 Each Class Member specifically agrees that he or she is solely responsible for any and all taxes, interest, and penalties due and owing, if any, should the Settlement Payments or any portion thereof, be taxable.

37. RELEASE LIMITATIONS

This Agreement does not release claims arising out of the failure of either Party to perform in conformity with the terms of this Agreement and does not release any amount owed by the Class Members to Released Parties.

38. JURY WAIVER

The Parties voluntarily and intentionally waive any right that they may have to a trial by jury in any action, proceeding or litigation directly or indirectly arising out of, or relating to, this Agreement.

39. KNOWING AND VOLUNTARY ASSENT

The Parties acknowledge that this Agreement is executed voluntarily by each of them, without any duress or undue influence on the part of, or on behalf of any of them. The Parties further acknowledge that they have had the opportunity for representation in the negotiations for, and in the performance of, this Agreement by counsel of their choice and that they have read this Agreement and/or have had it fully explained to them by their counsel and that they are fully aware of the contents of this Agreement and its legal effect.

40. TIME COMPUTATIONS

All time periods shall be computed in calendar days unless otherwise expressly provided. Any deadline falling on a Saturday, Sunday or Federal holiday shall be deemed to fall on the following business day.

41. COUNTERPARTS AND FACSIMILE

This Agreement may be executed in any number of counterparts and with facsimile or DocuSign signatures, and all such counterparts shall be construed together and constitute a single form of this Agreement.

42. COMMUNICATIONS WITH PARTIES RELATING TO SETTLEMENT AGREEMENT

All notices and other formal communications under this Agreement shall be in writing and sent by e-mail and by registered or certified mail or overnight delivery service to counsel for the Party to whom notice is directed at all of the addresses below. Any Party may change its designated recipient(s) or notice address(es) by written notice to all other Parties.

For the Settlement Class:

TYCKO & ZAVAREEI LLP
Katherine M. Aizpuru
kaizpuru@tzlegal.com
2000 Pennsylvania Avenue NW, Suite 1010
Washington, D.C. 20006
202-470-1834
202-973-0900

For Defendant:

MORGAN LEWIS
Raechel Anglin
Raechel.anglin@morganlewis.com
1111 Pennsylvania Avenue, NW
Washington, D.C. 20004
202-739-3000

43. SEVERABILITY

Should any part, term, or provision of this Agreement be declared or determined by any court or tribunal to be illegal or invalid, the Parties agree that the Court may modify such provision to the extent necessary to make it valid, legal, and enforceable. In any event, such provision shall be separable and shall not limit or affect the validity, legality, or enforceability of any other provision, hereunder. Provided, however, that the terms of this Section shall not apply should any court or tribunal find any part, term, or provision of the release to be illegal or invalid.

44. HEADINGS AND CAPTIONS

The headings and captions inserted into this Agreement are for convenience only and in no way define, limit or otherwise describe the scope or intent of this Agreement, or any provision hereof, or in any way affect the interpretation of this Agreement.

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IN WITNESS WHEREOF, counsel for the Parties, Plaintiff, and the Defendant have executed this Agreement as follows:

PLAINTIFF ALEXANDER GARNER:



Plaintiff Alexander Garner

Date: Aug 13, 2026

TRAVELERS UNITED, INC.



By: Lauren Wolfe, Counsel

Date: Aug 14, 2026

DEFENDANT

_____

By: _____

Title: _____

Date: _____

Docusign Envelope ID: 892BD4EB-9A6C-85E7-8244-6C97BC431F1C

IN WITNESS WHEREOF, counsel for the Parties, Plaintiff, and the Defendant have executed this Agreement as follows:

PLAINTIFF ALEXANDER GARNER:

_____

Plaintiff Alexander Garner

Date: _____

TRAVELERS UNITED, INC.

_____

By: Lauren Wolfe, Counsel

Date: _____

DEFENDANT

DocuSigned by:
Christopher Havener
94A741F306CE4B6...

By: Christopher Havener

Title: SVP & Deputy General Counsel

Date: 8/13/2026

AS TO FORM ONLY:

/s/ Katherine M. Aizpuru

TYCKO & ZAVAREEI LLP
Katherine M. Aizpuru
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/s/ Raechel Anglin

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