

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

Allyson Ward, individually and on behalf of all  
others similarly situated,

Plaintiff,

v.

Darren K. Indyke and Richard D. Kahn,

Defendants.

Case No. 1:24-cv-01204 (AS)

**SETTLEMENT AGREEMENT**

This Settlement Agreement, dated February 19, 2026 (the “Settlement Agreement”), is made and entered into by and between: (i) Settlement Class Representative Allyson Ward (“Ward” or “Settlement Class Representative”), on behalf of herself and each Class Member, by and through her counsel of record in the Litigation;<sup>1</sup> and (ii) the Estate of Jeffrey E. Epstein (the “Estate”); and (iii) Darren K. Indyke and Richard D. Kahn, as the co-executors of the Estate and in their individual and all other capacities (collectively, the “Co-Executors” and together with Settlement Class Representative and the Estate, the “Parties”), on behalf of the Estate and themselves, by and through their counsel of record in the Litigation. The Settlement Agreement is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims, subject to the approval of the Court and the terms and conditions set forth herein.

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<sup>1</sup> All capitalized terms not otherwise defined shall have the meanings ascribed to them in § IV.1 herein.

## **I. THE LITIGATION**

### **1. Summary of Litigation Proceedings**

The Litigation is currently pending before Judge Arun Subramanian in the United States District Court for the Southern District of New York (the “Court”). Putative class representatives Danielle Bensky and Jane Doe 3 filed the initial complaint (the “Complaint”) in this action on February 16, 2024. The Co-Executors moved to dismiss the plaintiffs’ claims, and, on August 5, 2024, the Court granted the motion as to Bensky’s claims and granted the motion in part and denied the motion in part as to Jane Doe 3’s claims.

On October 18, 2024, plaintiff Jane Doe 3 moved to amend the Complaint to include Ward as a putative class representative, and on August 19, 2025, the Court granted the motion. Jane Doe 3 and Ward filed an Amended Complaint on August 22, 2025, and a Corrected Amended Complaint (the “Amended Complaint”) on September 3, 2025. In the Amended Complaint, Jane Doe 3 and Ward alleged claims against the Co-Executors on behalf of themselves and a putative class of women who suffered sexual abuse and trafficking by Jeffrey E. Epstein during the Class Period (January 1, 1995, through August 10, 2019, inclusive), pursuant to state law and the Trafficking Victims Protection Act (“TVPA”), 18 U.S.C. §§ 1591, 1594, 1595. On September 22, 2025, the Co-Executors answered the Amended Complaint, denying any and all liability.

On November 24, 2025, Jane Doe 3 and the Co-Executors executed a settlement agreement pursuant to which Jane Doe 3 individually released any and all claims against the Co-Executors and the Estate and was thereby excluded from participating in the Litigation as a class member or class representative. On December 3, 2025, the Court ordered Jane Doe 3’s claims against the Co-Executors dismissed with prejudice.

## **2. Mediation Proceedings and Settlement of the Litigation**

After extensive discovery and motion practice, in October 2025, the Parties agreed to participate in mediation. On October 28, 2025, the Parties participated in a confidential mediation with Simone Lechuk, Resolution Services LLC, an experienced mediator. The mediation was preceded by the submission and exchange of mediation statements by the Parties. The Parties engaged in good faith negotiations during the mediation and over the following months. On December 18, 2025, the Mediator proposed terms for a settlement in principle (“Mediator’s Proposal”), and the parties agreed to those terms on December 19, 2025. The settlement in principle includes, among other things, the Parties’ agreement that:

- The Estate will be added as a party to the Settlement and this Settlement Agreement for the express purpose of providing a remedy to all victims of sexual abuse, assault, or trafficking by Jeffrey Epstein who have not already resolved and released claims and potential claims against the Estate;
- The Co-Executors will not oppose certification of the putative Class defined in ¶ 1.3 of this Settlement Agreement for the limited purposes of settlement only;
- The Litigation, including all claims alleged in the Amended Complaint, will be dismissed with prejudice, with each Party to bear its own costs, and the Parties shall grant full mutual releases, in return for a payment by the Estate to the Class of \$35 million U.S. Dollars if there are forty (40) or more Eligible Class Members, or \$25 million U.S. Dollars if there are less than forty (40) Eligible Class Members, subject to the final approval of the Settlement by the Court and the survival of the Settlement, including all material terms, on any appeal.

## **II. THE CO-EXECUTORS' DENIALS OF LIABILITY**

Throughout this Litigation, the Co-Executors have denied, and continue to deny, each and all of the claims and contentions alleged by Settlement Class Representative and prior putative class representatives, as well as any and all allegations of fault, liability, wrongdoing, or damages. The Co-Executors maintain that they have meritorious defenses to the claims alleged in the Litigation and are entering into this Settlement Agreement to provide relief to those victims of Epstein's sexual abuse, assault, and trafficking who have not already entered resolutions and released their claims against the Estate, and further to bring finality to any and all claims against the Estate. The Co-Executors have determined that it is desirable and beneficial to the Estate and to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement. For the avoidance of any doubt, the Co-Executors make no admission of liability, fault, damages, or any form of wrongdoing whatsoever, and this Settlement in no way represents, and may not be construed as, an admission of the merits of any claim.

## **III. SETTLEMENT CLASS REPRESENTATIVE'S CLAIMS AND THE BENEFITS OF SETTLEMENT**

Settlement Class Representative and Class Counsel believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims asserted therein. However, Settlement Class Representative and Class Counsel recognize and acknowledge the inherent risks, expense and length of continued proceedings necessary to prosecute the Litigation through trial and through appeals, and recognize and acknowledge the benefits of including the Estate as a party to the Settlement and Settlement Agreement. Settlement Class Representative and Class Counsel also have accounted for the uncertain outcome and the risk of any litigation, especially in complex actions such as this Litigation, as well as the difficulties and delays inherent in this Litigation. Settlement Class Representative and Class Counsel also are mindful of the possible

factual and legal defenses to the TVPA and common law violations alleged in the Litigation and in any potential claims against the Estate. Settlement Class Representative and Class Counsel believe that the Settlement set forth in this Settlement Agreement confers substantial benefits upon the Class. Based on their own investigation and evaluation, Settlement Class Representative and Class Counsel have determined that the Settlement set forth in this Settlement Agreement is in the best interests of Settlement Class Representative and the Class.

#### **IV. TERMS OF THE SETTLEMENT AGREEMENT**

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and between Settlement Class Representative (on behalf of herself and the Class Members) and the Co-Executors, by and through their respective counsel that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, in consideration of the benefits flowing to the Parties from the Settlement, the Litigation and the Released Claims shall be finally, fully and forever, compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice upon and subject to the terms and conditions of this Settlement Agreement, as follows. By participating in the Settlement, Class Members will release any actual or potential claims, including any claims that may be revived at a later date, that they have or may have against the Released Defendant Parties, as set forth below.

##### **1. Definitions**

As used in this Settlement Agreement, the following terms, when capitalized, have the meanings specified below:

1.1 “Allocated Amount” means the settlement amount from the Net Settlement Amount assigned to an Eligible Class Member by the Fund Administrator.

1.2 “Class Counsel” means Boies Schiller Flexner LLP.

1.3 “Class” means all females who were sexually assaulted or abused or trafficked by Jeffrey Epstein during the time from January 1, 1995 to August 10, 2019, whether they were minors or adults at the time of their assault, abuse, or trafficking, who have not previously executed a settlement agreement that included a release of claims or otherwise released claims against the Estate and the Co-Executors, and also includes the Named Plaintiffs who, in this Litigation, did not voluntarily dismiss their claims. The Co-Executors stipulate, agree, and consent to this definition of “Class” for the sole purpose of the Settlement, and without prejudice to their right to challenge class certification and/or the class definition in the event that this Settlement Agreement or the Settlement is terminated, rejected, overturned on appeal, or the Effective Date otherwise fails to occur for any reason.

1.4 “Class Member” means a person who falls within the definition of the Class as set forth in ¶ 1.3 above.

1.5 “Class Period” means the period from January 1, 1995, to August 10, 2019, inclusive.

1.6 “Co-Executors” means Darren K. Indyke and Richard D. Kahn, in their individual capacities, as the co-executors of the Estate, as co-trustees of the 1953 Trust, and in all other capacities.

1.7 “Court” means the United States District Court for the Southern District of New York.

1.8 “Co-Executors’ Counsel” means Patterson Belknap Webb & Tyler LLP and Hughes Hubbard & Reed LLP.

1.9 “Effective Date,” or the date upon which this Settlement becomes effective, means the date on which the Global Settlement Amount is fully paid to the Qualified Settlement Account.

1.10 “Eligible Class Member” means a Class Member whom the Fund Administrator determines to be eligible to receive an Allocated Amount based on documents and information, including a Questionnaire and Release timely submitted to the Fund Administrator, and who has not opted out of the Class.

1.11 “Estate” means the Estate of Jeffrey E. Epstein.

1.12 “Fund Administrator” means Simone Lelchuk, Resolution Services LLC.

1.13 “Final” means, with respect to any order or Judgment of the Court, that such order or Judgment represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of expiration of time for seeking appellate review, without action. Without limitation, an order or Judgment becomes final when: (a) either no appeal therefrom has been filed and the time has passed for any notice of appeal to be timely filed therefrom; or (b) an appeal has been filed and either (i) the court of appeals has either affirmed the order or Judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed, or (ii) a higher court has granted further appellate review and that court has either affirmed the underlying order or judgment or affirmed the court of appeals’ decision affirming the Judgment or dismissing the appeal. For purposes of this paragraph, an “appeal” shall include any motion for reconsideration or petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this Settlement. Any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to: (i) attorneys’ fees, costs, or expenses, and (ii) the procedures for determining Eligible Class Members’ recognized Claims and paying said Claims, shall not in any way delay, affect, or preclude the order or Judgment from becoming Final.

1.14 “Global Settlement Amount” means \$35 million U.S. Dollars if there are forty (40) or more Eligible Class Members, or \$25 million U.S. Dollars if there are less than forty (40) Eligible Class Members.

1.15 “Judgment” means the judgment to be rendered by the Court, substantially in the form attached hereto as Exhibit B, as well as any form of judgment that may be entered by the Court in a form other than the form attached hereto as Exhibit B.

1.16 “Litigation” means the action currently captioned *Allyson Ward v. Darren K. Indyke, et. al.*, Case No. 1:24-cv-01204 (AS), pending in the United States District Court for the Southern District of New York.

1.17 “Named Plaintiffs” means any person who at any time served as a putative class representative in this Litigation, specifically, Danielle Bensky, Jane Doe 3, and Allyson Ward.

1.18 “Net Settlement Amount” means the Global Settlement Amount less: (i) any Court-awarded attorneys’ fees, expenses, and interest thereon; (ii) Notice and Administration Expenses, including a litigation reserve (defined in ¶ 4.9 below); (iii) taxes and tax expenses (defined in ¶ 2.10 below); and (iv) any other Court-approved deductions.

1.19 “Party” or “Parties” means individually and collectively each and every member of the Class, including the Settlement Class Representative, the Co-Executors, and the Estate.

1.20 “Plan of Allocation” means the proposed plan or formula of allocation and distribution of the Net Settlement Amount to Eligible Class Members. Any Plan of Allocation is not part of this Settlement Agreement, and neither the Co-Executors nor any Released Defendant Party shall have any responsibility or liability with respect thereto.

1.21 “Qualified Settlement Account” means the interest-bearing deposit account, insured by the Federal Deposit Insurance Corporation (“FDIC”) to the applicable limits, where the

Global Settlement Amount will be held pending distribution in accordance with this Settlement Agreement.

1.22 “Questionnaire and Release” means the form for submitting a Claim that a Class Member must complete and submit should that Class Member seek to share in distribution of the Net Settlement Amount.

1.23 “Related Parties” means any individual’s or entity’s predecessors, successors, parent corporations, sister corporations, past, present, or future subsidiaries, principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, partners, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest, solely in their capacities as such.

1.24 “Released Claim” means both Released Plaintiffs’ Claims and Released Defendants’ Claims.

1.25 “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against the Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, even if revived at some later date, whether class, representative, and/or individual in nature, that the Class Representative or a Class Member (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the

Litigation against the Released Defendant Parties, or (c) could have asserted in any other action or forum against the Released Defendant Parties, except claims by a Class Member against any natural person, other than Epstein, who sexually abused her. “Released Plaintiffs’ Claims” do not include: (i) any claims of any person who timely opts out of the Settlement; or (ii) claims to enforce the Settlement Agreement.

1.26 “Released Defendants’ Claims” means any and all claims, rights and causes of action of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Plaintiff Parties that arise out of or relate in any way to the institution, prosecution, or settlement of the Litigation, except for claims relating to the enforcement of the Settlement Agreement.

1.27 “Released Defendant Party” or “Released Defendant Parties” means Darren K. Indyke and Richard D. Kahn, individually, as the co-executors of the Estate, as co-trustees of The 1953 Trust, and in all other capacities; Jeffrey Epstein and the Estate; The 1953 Trust and other trusts for which Epstein was the settlor or grantor; any entities owned or controlled in whole or part by Epstein or the Estate (the “Epstein Entities”); Epstein’s and the Epstein Entities’ respective current and former principals, officers, directors, stockholders, managers, members, partners, limited partners, trustees, administrators, agents, employees, private investigators, attorneys, accountants, law firms, accounting firms, predecessors, successors, assigns and affiliates; and, to

the extent not otherwise covered and for the avoidance of doubt, HBRK Associates Inc., Coatue Enterprises, LLC, Darren K. Indyke, PLLC, Birchtree BR, LLC, the Indyke Law Firm, PLLC, Harlequin Dane, LLC, Michelle's Transportation, LLC, New York Strategy Group, LLC, the Co-Executors' Counsel, and any of their Related Parties. For avoidance of doubt, the Released Defendant Parties expressly do not include corporations or businesses that Mr. Epstein (or an entity he controlled) did not hold more than a 25% ownership interest at any time during his life other than the corporations or businesses specifically listed above; banks, financial institutions, credit facilities, or private equity firms; educational institutions or entities; non-profit institutions that Mr. Epstein did not found; or public institutions or government entities. Nothing contained in this Settlement shall constitute a release of any Class Member's claims against any natural person who sexually abused them.

1.28 "Released Plaintiff Party" or "Released Plaintiff Parties" means each and every Class Member, Eligible Class Member, Settlement Class Representative, Named Plaintiff, Class Counsel, and each of their Related Parties. For the avoidance of doubt, Released Plaintiff Parties do not include any person who or which would otherwise be a Class Member but who timely opts out from the Settlement.

1.29 "Settlement" means the resolution of the Litigation in accordance with the terms and provisions of this Settlement Agreement.

1.30 "Settlement Hearing" means the hearing set by the Court under Rule 23(e)(2) of the Federal Rules of Civil Procedure to consider final approval of the Settlement.

1.31 "Unknown Claims" means (a) any and all Released Plaintiffs' Claims against only Released Defendant Parties which any of the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, even if

such claims were later revived, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Released Plaintiff Parties, even if such claims were later revived, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs' Claims, and (b) any and all Released Defendants' Claims, the Parties stipulate and agree that, upon the Effective Date, the Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived 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.**

The Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the 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. The Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever

waive, compromise, settle, discharge, extinguish, and release, and each Released Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs' Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden or later revived, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, 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, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants' Claims against Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden or later revived, 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 which is negligent, 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, legal theories, or authorities. The Parties acknowledge, and the Released Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

## **2. The Settlement**

2.1 The obligations incurred pursuant to the Settlement Agreement are: (a) subject to approval by the Court and the Judgment, reflecting such approval, becoming Final; and (b) in full and final disposition of the Litigation and any and all Released Claims upon and subject to the terms and conditions set forth herein.

### **a. The Settlement Amount**

2.2 In full and final settlement of the claims asserted in the Litigation and in consideration of the releases specified in ¶¶ 5.1–5.4 herein, the Estate shall pay the Global Settlement Amount by wire transfer to the Qualified Settlement Account pursuant to the following schedule:

- (a) Within five (5) business days after preliminary approval of the Settlement by the Court, the Estate shall pay \$12.5 million to the Qualified Settlement Account; and
- (b) Within fifteen (15) business days of the later of (i) final approval of the Settlement by the Court, or (ii) receipt of notification from the Fund Administrator of the total number of Eligible Class Members, the Estate shall pay the remainder of the Global Settlement Amount to the Qualified Settlement Account.

If the Global Settlement Amount is not timely paid to the Qualified Settlement Account as specified in this paragraph, Class Counsel may terminate this Settlement Agreement and Settlement, but only upon condition that: (i) Class Counsel has notified the Co-Executors' Counsel in writing of Class Counsel's intention to terminate this Settlement Agreement and Settlement, and (ii) the payment required to be paid up to that date is not transferred to the Qualified Settlement

Account within five (5) days after the Co-Executors' Counsel's receipt of such written notice. In the event the Settlement Agreement and Settlement are terminated, the Fund Administrator shall return any and all funds less any outstanding administrative invoices that are unpaid at that time in the Qualified Settlement Account to the Co-Executors within five (5) business days of termination and shall incur no further expenses in connection with the administration of the Qualified Settlement Account or the Global Settlement Amount.

2.3 The Co-Executors' sole monetary obligations are that the Estate shall pay the Global Settlement Amount into the Qualified Settlement Account according to the schedule set forth in ¶ 2.2 herein and shall pay for any necessary CAFA notice as defined in ¶ 9.24. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel or the Fund Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Qualified Settlement Account; (iii) the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Qualified Settlement Account; (v) any loss suffered by, or fluctuation in value of, the Qualified Settlement Account; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Account, distributions or other payments from the Qualified Settlement Account, or the filing of any federal, state, or local tax returns.

**b. The Fund Administrator**

2.4 The Fund Administrator shall hold the Global Settlement Amount deposited pursuant to ¶ 2.2 in an interest-bearing deposit account insured by the Federal Deposit Insurance Corporation ("FDIC") to the applicable limits.

2.5 The Fund Administrator shall not disburse any funds from the Qualified Settlement Account except as provided in this Settlement Agreement or by an order of the Court.

2.6 Subject to further order(s) and/or directions as may be made by the Court, or as provided in this Settlement Agreement, the Fund Administrator is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement. The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Fund Administrator, or any transaction executed by the Fund Administrator.

2.7 All funds held in the Qualified Settlement Account 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 this Settlement Agreement and/or further order(s) of the Court.

2.8 Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, the Fund Administrator, along with third-party vendors whom she may use in her discretion to assist in the Claims process, may pay from the Qualified Settlement Account, without further approval from the Co-Executors or order of the Court, reasonable costs and expenses actually incurred in connection with providing notice of the Settlement by mail, publication, and other means, fielding inquiries and processing Questionnaires and Releases, administering the Settlement, and paying applicable taxes, fees and costs, if any (“Notice and Administration Expenses”).

2.9 JND Legal Administration (or a similar class action administration company that the Fund Administrator selects) shall disseminate the Notice (as defined in ¶ 3.1 below), the Questionnaire and Release, and Summary Notice (as defined in ¶ 3.1 below) to potential Class Members in accordance with this Settlement Agreement and as ordered by the Court. The Released

Defendant Parties shall have no responsibility for or liability whatsoever with respect to the notice process or the Notice and Administration Expenses, nor shall they have any responsibility or liability whatsoever for any claims with respect thereto, including any claims that may arise from any failure of the notice process.

**c. Taxes**

2.10 The Parties agree as follows:

- (a) The compensation paid to any Eligible Class Member from the Global Settlement Amount is for a personal physical injury and personal physical sickness resulting from alleged misconduct and emotional distress attributable to such personal physical injuries and personal physical sickness. The Parties and the Fund Administrator agree to treat the Qualified Settlement Account as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (26 C.F.R. § 1.468B-1), and the regulations promulgated thereunder. The Parties and the Fund Administrator further agree that the Qualified Settlement Account shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Fund Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 2.10, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)(ii)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel or its designee 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.

- (b) For the purpose of section 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Fund Administrator or its designee. The Fund Administrator or its designee shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Qualified Settlement Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 2.10(a) hereof) shall be consistent with this ¶ 2.10 and in all events shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Qualified Settlement Account shall be paid out of the Qualified Settlement Account.

**3. Preliminary Approval of the Settlement, Notice, Summary Notice, Questionnaires and Releases, Opt-Outs, Objections, and the Settlement Hearing**

3.1 Promptly following execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the Settlement set forth in this Settlement Agreement, and approval for the mailing and emailing of a settlement notice (the “Notice”) and publication of a summary notice (“Summary Notice”), substantially in the forms of Exhibits A-1 and A-2 attached hereto. The Notice shall include the general terms of the Settlement set forth in this Settlement Agreement, the proposed Plan of Allocation, the general terms of the Fee and

Expense Application (defined in ¶ 6.1 below), and the date of the Settlement Hearing.

3.2 JND Legal Administration (or a similar class action administration company that the Fund Administrator selects) shall disseminate the Notice to potential Class Members and publish the Summary Notice within ten (10) days of entry of the Preliminary Approval Order. Class Members shall have no recourse as to the Released Defendant Parties with respect to any claims they may have that arise from any failure of the notice process.

3.3 Within thirty (30) days of: (a) the mailing and emailing of the Notice, or (b) such other time as may be set by the Court, any Class Member who wishes to opt out of the Class and from the Settlement must send a signed letter by First-Class Mail to the Fund Administrator, saying that the Class Member wants to be excluded from the Class in this Litigation with her name, address, and telephone number.

3.4 Within sixty (60) days of: (a) the mailing or emailing of the Notice, or (b) such other time as may be set by the Court, any person who claims to fit within the definition of the Class and who seeks to receive an Allocated Amount as an Eligible Class Member pursuant to the terms of this Settlement Agreement shall be required to submit to the Fund Administrator a completed Questionnaire and Release which shall be supported by such documents as are specified in the Questionnaire and Release. The Fund Administrator shall inform the Parties of the total number of individuals who have timely submitted a Questionnaire and Release within five (5) days of the end of the Questionnaire and Release submission deadline.

3.5 Class Counsel shall request that, after the Notice is mailed and/or emailed, and not earlier than one hundred thirty-five (135) calendar days after entry of the Preliminary Approval Order, the Court hold the Settlement Hearing and approve the Settlement of the Litigation as set forth herein. At or after the Settlement Hearing, Class Counsel also shall request that the Court

approve the proposed Plan of Allocation and the Fee and Expense Application, if any (the latter being defined in ¶ 6.1 below).

**4. Administration, Determination, and Calculation of Allocated Amount and Final Awards**

4.1 The Fund Administrator, subject to supervision and direction of the Court, shall oversee the administration of the Settlement and distribution of the Net Settlement Amount to Eligible Class Members. The Released Defendant Parties and Class Counsel shall have no responsibility for, or interest whatsoever in, the administration of the Settlement or the actions or decisions of the Fund Administrator. The Released Defendant Parties shall have no liability whatsoever to the Released Plaintiff Parties, including Settlement Class Representative, or any other Class Member, in connection with such administration, which includes, but is not limited to: (i) any act, omission, or determination by Class Counsel and/or the Fund Administrator, or any of their respective designees or agents, in connection with the calculation of the Allocated Amount, administration of the Settlement, or otherwise; (ii) the management of the Qualified Settlement Account or the Net Settlement Amount, or the distribution of the Net Settlement Amount; (iii) the administration of the Plan of Allocation; (iv) the determination, administration, calculation, or payment of any Claims asserted against the Qualified Settlement Account; (v) any losses suffered by, or fluctuations in value of, the Qualified Settlement Account; or (vi) the payment or withholding of any taxes, expenses, and/or costs incurred with the taxation of the Qualified Settlement Account or the filing of any federal, state, or local tax returns.

4.2 The Fund Administrator shall review and consider any Questionnaire and Release, documents, and information that a person timely submits, and any additional documents or information the Fund Administrator may subsequently request, to determine (1) whether such person fits within the definition of the Class, and (2) is eligible to participate in the Settlement and,

thus, an Eligible Class Member. The Fund Administrator shall determine the total number of Eligible Class Members within sixty (60) days of the deadline for Questionnaire(s) and Release(s) to be submitted and report that number to counsel for the Parties. Former putative class representatives Danielle Bensky and Jane Doe 3 shall not be included in the total number of Eligible Class Members.

4.3 Following receipt of any or all Questionnaire(s) and Release(s), in order to determine whether a person fits within the definition of the Class and, if so, the amount of an Eligible Class Member's Allocated Amount, the Fund Administrator shall consider the following information: documentary and non-documentary support for the alleged abuse or trafficking; the circumstances, severity, type, and extent of the alleged abuse or trafficking; the nature and duration of the relationship with Epstein; the impact, harm, and consequences of the alleged conduct on an Eligible Class Member; time spent assisting the preparation or prosecution of the Litigation; participation in civil litigation; and any other factors the Fund Administrator deems relevant. Persons seeking to participate in the Settlement and Eligible Class Members shall submit such other supporting documents or material, if any, to the Fund Administrator as the Fund Administrator may request within an agreed-upon timeframe. All communications between the Fund Administrator and a Class Member, including the submission of a Questionnaire and Release, are protected under the mediation privilege, Rule 408 of the Federal Rules of Evidence, and all applicable state analogues. Notwithstanding the foregoing, the Fund Administrator may, to the extent she deems it appropriate and necessary, solicit information from the Estate to assist in her eligibility determinations.

4.4 If the Fund Administrator finds that a person's Questionnaire and Release and/or allegations of sexual abuse or trafficking by Epstein lack credibility, in whole or in part, the Fund

Administrator shall take that finding into account in determining: (a) whether the person fits within the definition of the Class and is entitled to any allocation of the Global Settlement Fund, and if so (b) an appropriate Allocated Amount.

4.5 Should the Fund Administrator have concerns as to the veracity of a person's Questionnaire and Release, allegations of sexual abuse or trafficking, or any other information submitted by that person, or should the Fund Administrator otherwise question whether a person fits within the definition of the Class or have questions about a person's allegations, the Fund Administrator may seek additional information from Class Counsel and/or the Co-Executors' Counsel, and Class Counsel and/or the Co-Executors' Counsel will make such response as they believe appropriate. The Fund Administrator's determination with respect to eligibility shall be final, not subject to review, reconsideration, or appeal. The Fund Administrator may hold a meeting (by telephone, video, or in person) with any person who submits a Questionnaire and Release and/or supporting documentation, at the Fund Administrator's sole discretion.

4.6 Any Class Member who fails to timely submit a Questionnaire and Release or who timely submits a Questionnaire and Release but is determined to be ineligible or not to fit within the Class, shall be forever barred from receiving any payments pursuant to this Settlement Agreement and the Settlement set forth herein. The Fund Administrator shall have no authority to accept an untimely submission of a Questionnaire and Release. Unless a Class Member timely submits a signed letter to opt out of the Settlement as provided in ¶ 3.3, the Class Member will in all other respects be subject to and bound by the provisions of this Settlement Agreement, the releases contained herein, and the Judgment, and will forever be barred from bringing any action against the Released Defendant Parties concerning the Released Plaintiffs' Claims.

4.7 Each Questionnaire and Release shall be submitted to and reviewed by the Fund

Administrator, who shall determine, in accordance with this Settlement and the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed.

4.8 Each Class Member who has not excluded herself from the Class pursuant to the terms of the Settlement Agreement shall be deemed to have submitted to the jurisdiction of the Court with respect to such Class Member's claims for relief against the Released Defendant Parties, and with respect to any decision by such person not to submit a Questionnaire and Release to the Net Settlement Amount. All proceedings with respect to the administration, processing, and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court, but shall not, in any event, delay or affect the finality of the Judgment. All Class Members, Eligible Class Members, the Co-Executors, and other Parties to this Settlement expressly waive trial by jury (to the extent any such right may exist) and waive any right of appeal or review with respect to such determination and administration of the Released Plaintiffs' Claims and Released Defendants' Claims.

4.9 The Qualified Settlement Account shall be applied as follows:

- (c) to pay all Notice and Administration Expenses;
- (d) to pay the taxes and tax expenses described in ¶ 2.10;
- (e) to pay, in accordance with ¶¶ 6.1–6.4 herein, attorneys' fees and expenses of Class Counsel to the extent allowed by the Court (the "Fee and Expense Award");
- (f) to establish a reserve for legal fees and other litigation support in an amount not to exceed \$750,000.00 for any future proceedings involving the Fund Administrator concerning this Settlement Agreement; and

- (g) after the Court's Judgment becomes Final, to distribute the Net Settlement Amount to Eligible Class Members as provided by this Settlement Agreement and the Plan of Allocation, subject to any modifications to the Settlement Agreement or Plan of Allocation ordered by the Court.

4.10 After the Court's Judgment becomes Final, and in accordance with the terms of this Settlement Agreement, 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 Amount shall be distributed to Eligible Class Members, subject to and in accordance with the provisions of this Settlement Agreement.

4.11 The Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Amount, the Plan of Allocation, the determination, administration, or calculation of the Allocated Amount, the payment or withholding of taxes or tax expenses, or any losses incurred in connection with any of the foregoing. No person shall have any claim of any kind against the Released Defendant Parties with respect to the matters set forth in ¶¶ 5.1–5.4 hereof; and the Released Plaintiff Parties release the Released Defendant Parties from any and all liability and claims arising from or with respect to the administration, investment, or distribution of the Global Settlement Amount.

4.12 No person shall have any claim against the Released Defendant Parties, the Released Plaintiff Parties, or the Class Administrator based on determinations or distributions made in good faith and substantially in accordance with this Settlement Agreement and the Settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

4.13 It is understood and agreed by the Parties that any proposed Plan of Allocation of the Net Settlement Amount, including but not limited to any Class Member's eligibility or

Allocation Amount, is not a part of this Settlement Agreement 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 this Settlement Agreement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate this Settlement Agreement or affect the finality of the Court's Judgment approving this Settlement Agreement and the Settlement set forth herein, or any other orders entered pursuant to the Settlement Agreement.

**5. Releases**

5.1 Upon the Effective Date, the Released Plaintiff Parties shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed with prejudice each and every one of the Class Members' Released Plaintiffs' Claims, including Unknown Claims, and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Plaintiffs' Claims, including Unknown Claims, against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Party executes and delivers a Questionnaire and Release or shares in the Global Settlement Amount.

5.2 Any individual claim by a Class Member against a natural person other than Jeffrey Epstein, whether that person is a Released Defendant Party or otherwise, for any alleged sexual assault committed by that natural person against that Class Member is not released. For the avoidance of doubt, nothing contained in this Settlement Agreement shall constitute a release of any of the Class Members' claims against any natural person other than Epstein who sexually abused her.

5.3 Upon the Effective Date, each of the Released Defendant Parties shall be deemed to

have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged each and every Released Defendants' Claim(s) against Released Plaintiff Parties.

5.4 Claims to enforce the terms of this Settlement Agreement are not released.

## **6. Class Counsel's Attorneys' Fees and Expenses**

6.1 Class Counsel may submit an application (the "Fee and Expense Application") for distribution from the Qualified Settlement Account for: (a) an award of attorneys' fees; plus (b) expenses and charges in connection with prosecuting the Litigation; plus (c) any interest earned on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Qualified Settlement Account (until paid) as may be awarded by the Court. The Co-Executors shall take no position with respect to the Fee and Expense Application.

6.2 Any fees, costs, and expenses, as awarded by the Court, shall be paid to Class Counsel from the Qualified Settlement Account, as ordered, immediately after the Court enters the Final Judgment or an order awarding such fees, costs, and expenses, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral proceedings related to this Litigation. In the event that the award of attorneys' fees is overturned or reduced on appeal, Class Counsel must return such funds, along with interest, to the Qualified Settlement Fund or as ordered by the Court.

6.3 The procedure for and the allowance or disallowance by the Court of any applications for attorneys' fees and expenses to be paid out of the Qualified Settlement Account is not part of the Settlement set forth in this Settlement Agreement, 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 this Settlement Agreement, and shall have no effect on the terms of the Settlement Agreement or on the validity or enforceability of this Settlement. The approval of the

Settlement, and the process by which the Judgment in this Litigation becomes Final, shall not be contingent on the award of attorneys' fees and expenses, any award to Settlement Class Representative, nor any appeals from such awards. Any order or proceeding relating to the Fee and Expense Application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate this Settlement Agreement, or affect or delay the finality of the Judgment approving this Settlement Agreement and the Settlement of the Litigation set forth therein, or any other orders entered pursuant to the Settlement Agreement.

6.4 Any fees and/or expenses awarded by the Court shall be paid solely from and out of the Qualified Settlement Account. With the sole exception of the Estate's obligation to pay the Global Settlement Amount into the Qualified Settlement Account, as provided for in ¶ 2.2, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment of any attorneys' fees and/or expenses (including taxes). For the avoidance of doubt, any payment of attorneys' fees shall be made solely from and out of the Qualified Settlement Account, and any payment of fees does not reflect an indemnification by any Released Defendant Party, other Party to the Litigation, or any insurer.

6.5 Other than the Estate's obligation to pay the Global Settlement Amount into the Qualified Settlement Account, as provided in ¶ 2.2, the Released Defendant Parties shall have no responsibility for, and no liability whatsoever with respect to, any attorneys' fees, costs, or expense (including taxes) incurred by or on behalf of any Released Plaintiff Party, whether or not paid from the Qualified Settlement Account.

## **7. Conditions of Settlement, Effect of Disapproval, Cancellation, or Termination**

7.1 Within forty (40) days after the deadline for the submission of opt-outs, as set forth in ¶ 3.3, Defendants have a right to terminate the Settlement pursuant to the Mediator's Proposal.

7.2 The Effective Date of the Settlement shall be conditioned on the occurrence of all of the following events:

- (a) The Court has entered the Preliminary Approval Order, or an order substantially in the form of Exhibit A attached hereto or as may be subsequently agreed to by the Parties, directing notice to the Class, as required by ¶ 3.1 hereof;
- (b) The Global Settlement Amount has been deposited into the Qualified Settlement Account; and
- (c) The Court has approved the Settlement as described herein, following notice to the Class and a hearing, as prescribed by Rule 23 of the Federal Rules of Civil Procedure, and entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto or as may be subsequently agreed to by the Parties.

7.3 Upon the Effective Date, any and all remaining interest or right of the Co-Executors in the Qualified Settlement Account, if any, shall be absolutely and forever extinguished. If the conditions specified in ¶ 7.2 hereof are not met, then this Settlement Agreement and the Settlement shall be terminated subject to ¶ 7.3 hereof, unless the Parties mutually agree in writing to proceed with the Settlement. For avoidance of doubt, no order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, expenses, and interest awarded by the Court to Class Counsel or expenses or awards to Settlement Class Representative shall operate to terminate this Settlement Agreement or constitute grounds for termination of the Settlement Agreement.

7.4 In the event this Settlement Agreement or the Settlement is terminated or the

Effective Date otherwise fails to occur for any reason, the Parties shall be restored to their respective positions in the Litigation within ten (10) business days of such failure and shall meet and confer regarding a new case schedule for the Litigation, and all funds in the Qualified Settlement Account shall be returned to the Co-Executors within that same time period. In such event, the terms and provisions of the Settlement Agreement shall have no further force and effect with respect to the Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, nunc pro tunc. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or any Fee and Expense Award shall operate to terminate this Settlement or constitute grounds for termination of this Settlement. For the avoidance of doubt, neither side will make untimeliness arguments in the Litigation based on the time period during which final approval of the Settlement remains pending.

7.5 The Co-Executors warrant and represent that, as of the time of entering this Settlement Agreement, the Estate is not “insolvent” within the meaning of 11 U.S.C. § 101(32), nor will the payment required to be made by it render it insolvent. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Global Settlement Amount, or any portion thereof, by or on behalf of the Estate to be a preference, voidable transfer, fraudulent transfer, or similar transaction under Title 11 of the U.S. Code or applicable state or similar foreign law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Qualified Settlement Account by or on behalf of the Estate, then, at the election of Class Counsel, this Settlement Agreement and the Settlement may be terminated and the releases given pursuant to the Settlement Agreement and Settlement

shall be null and void.

**8. No Admission of Liability**

8.1 Neither this Settlement Agreement (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Settlement Agreement and the Settlement, nor any proceedings, communications, drafts, documents, or agreements taken pursuant to or in connection with this Settlement Agreement, and/or approval of the Settlement (including any arguments proffered in connection therewith):

- (a) shall be offered or received against the Co-Executors or the Estate as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by the Co-Executors or the Estate of the truth of any allegations by the Settlement Class Representative or any Class Member or the validity of any claim that has been or could have been asserted in the Litigation, or the deficiency of any defense that has been or could have been asserted in the Litigation or in any other litigation, including, but not limited to, litigation of the Released Plaintiffs' Claims, or of any liability, negligence, fault, or wrongdoing of any kind of the Co-Executors or the Estate or in any way referred to for any other reason as against the Co-Executors or the Estate, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement;
- (b) shall be offered or received against or to the prejudice of the Co-Executors or the Estate as evidence of a presumption, concession, or admission of

liability for any fault, misrepresentation, or omission with respect to any statement or written document approved or made by the Co-Executors or the Estate, or against Settlement Class Representative or any member of the Class as evidence of any infirmity in the claims of Settlement Class Representative and the Class;

- (c) shall be offered or received against the Co-Executors or the Estate as evidence of a presumption, concession, or admission of any liability, negligence, fault, or wrongdoing or in any way referred to for any other reason as against any of the Parties to this Settlement Agreement, in any other civil, criminal, or administrative action or proceeding; provided, however, that if this Settlement Agreement is approved by the Court, Released Defendant Parties may refer to it to effectuate the releases granted them hereunder; and
- (d) shall be construed against the Co-Executors, the Estate, Settlement Class Representative, or the Class as evidence of a presumption, concession, or admission that the consideration to be given hereunder represents the amount that could be or would have been recovered after trial or in any proceeding other than this Settlement.

**9. Miscellaneous Provisions**

9.1 The 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 this Settlement Agreement and to exercise their best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement.

9.2 The Parties intend this Settlement to be a final and complete resolution of all disputes between the Class and the Co-Executors and the Estate with respect to the Litigation. The Settlement shall not be deemed an admission by any Party as to the merits of any claim or defense. Settlement Class Representative, Class Counsel, the Co-Executors, the Estate, and the Co-Executors' Counsel agree that each has complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the Litigation. The Parties agree that the Global Settlement Amount and the other terms of the Settlement were negotiated in good faith by the Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

9.3 All Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

9.4 All the Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

9.5 This Settlement Agreement, along with its Exhibits, may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

9.6 This Settlement Agreement and the Exhibits attached hereto, constitute the entire agreement among the Parties hereto as to the subject matter hereof and supersede any prior or contemporaneous written or oral agreements or understandings between the Parties.

9.7 Except as otherwise provided herein, or otherwise agreed to in writing by the Parties hereto, each Party shall bear his, her, or its own fees and costs.

9.8 Class Counsel represents and warrants that it is expressly authorized by Settlement Class Representative to take all appropriate action required or permitted to be taken by the Class

pursuant to this Settlement Agreement to effectuate its terms and is expressly authorized to enter into any modifications or amendments to this Settlement Agreement on behalf of the Class which it deems appropriate.

9.9 Each counsel or other person executing this Settlement Agreement, its Exhibits, or any related Settlement document, on behalf of any Party hereto hereby warrants that such person has the full authority to do so, and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

9.10 This Settlement Agreement 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 electronically shall be deemed originals.

9.11 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given: (i) on the day when they are delivered by hand to the recipient law firm or organization; (ii) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid) or by email; or (iii) seven (7) 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 as set forth below:

**If to Settlement Class Representative or to Class Counsel:**

BOIES SCHILLER FLEXNER LLP  
David Boies  
Sigrid McCawley  
Andrew Villacastin  
55 Hudson Yards, 20th Floor  
New York, NY 10001  
smccawley@bsflp.com  
avillacastin@bsflp.com

**If to the Co-Executors, the Estate, or to the Co-Executors' Counsel:**

PATTERSON BELKNAP WEBB & TYLER LLP

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HUGHES HUBBARD & REED LLP

Daniel Weiner  
Marc Weinstein  
One Battery Park Plaza  
New York, NY 10004  
daniel.weiner@hugheshubbard.com  
marc.weinstein@hugheshubbard.com

9.12 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

9.13 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Settlement Agreement, and all Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Settlement Agreement and matters related to the Settlement.

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

9.15 The waiver by one Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver by any other Party or a waiver of any other prior or subsequent breach of this Settlement Agreement.

9.16 No opinion or advice concerning the tax consequences of the Settlement to any Class Member 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 Settlement Agreement. 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.

9.17 Pending approval of the Court of this Settlement Agreement and its Exhibits, all non-settlement-related proceedings in this Litigation shall be stayed and all Class Members shall be barred and enjoined from prosecuting any of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

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

9.19 The headings in this Settlement Agreement are used for the purpose of convenience only and are not meant to have legal effect.

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

9.21 Nothing in the Settlement Agreement, or the negotiations relating thereto, is intended to or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

9.22 Unless otherwise provided, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Settlement Agreement without further order of the Court.

9.23 This Settlement Agreement and its Exhibits shall be considered to have been

negotiated, executed and delivered, and to be wholly performed, in the State of New York and the rights and obligations of the Parties to the Settlement Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of New York without giving effect to its choice-of-law principles, except to the extent that federal law requires that federal law govern.

9.24 The Co-Executors shall determine the form of notice to be provided for the purpose of satisfying any applicable requirements of CAFA (“CAFA Notice”) and the identity of those who will receive the CAFA Notice. The Co-Executors shall be responsible for serving any CAFA Notice and for all costs and expenses related thereto.

9.25 The Fund Administrator is authorized to destroy all Questionnaires and Releases and supporting documents submitted by Class Members without further Order of the Court one year after the last Allocated Amount is distributed from the Qualified Settlement Account.

IN WITNESS WHEREOF, the Parties hereto have caused the Settlement Agreement to be executed, by their duly authorized attorneys.

Dated: February 19, 2026

**BOIES SCHILLER FLEXNER LLP**



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