

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement,” “Settlement,” or “Settlement Agreement”) is entered into by and among (i) Plaintiffs, Carlos Brown and Harry Minor (“Plaintiffs”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, J.B. Hunt Transport, Inc. (“Defendant” or “J.B. Hunt”). Plaintiffs and Defendant are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

OVERVIEW OF SETTLEMENT TERMS

For reference, a general overview of the Settlement Terms are:

Class Definition: “All individuals who were employed by J.B. Hunt and who used Lytx inward facing camera technology in connection with their employment with Defendant and had a recorded occurrence in the State of Illinois from November 8, 2018 through May 4, 2025.”

Number of Class Members: 4,102

Settlement Fund: \$976,276.00

Settlement Administrator: Simpluris

Time to Effectuate Notice: 30 days after Preliminary Approval

Time to Submit a Claim Form: 90 days after Notice

Time to Object or File Exclusion: 90 days after Notice

Time for Final Hearing Date: 150 days after Preliminary Approval

RECITALS

A. On November 8, 2023, this putative class action was filed in the Circuit Court of Cook County, Illinois. The material allegations of the Complaint were that J.B. Hunt collected, stored and used – without first providing notice, obtaining informed written consent or publishing

data retention policies – scans of the facial geometry of hundreds of its employees (and former employees) in violation of the Illinois Biometric Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*

B. From the outset of the case, the Parties engaged in settlement discussions, including informally exchanging relevant information surrounding the alleged claims.

C. On June 2, 2025, the Parties agreed on all material terms of a class action settlement and executed a term sheet (“Class Action Settlement Term Sheet”).

D. At all times, J.B. Hunt has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a class is necessary or proper. Accordingly, any references to the alleged business practices of J.B. Hunt in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of J.B. Hunt. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, J.B. Hunt has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and this Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of J.B. Hunt, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a class.

E. Plaintiffs believe that the claims asserted in the Action against J.B. Hunt have merit and would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognizes that J.B. Hunt has raised factual and legal defenses that present a risk that

Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against J.B. Hunt through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

F. J.B. Hunt maintains that it has a number of meritorious defenses to the claims asserted in this Action, and that J.B. Hunt would prevail in this matter on summary judgment or at trial. J.B. Hunt denies any wrongdoing and any liability to Plaintiffs and the Settlement Class whatsoever. J.B. Hunt also denies that class certification is warranted or appropriate. Nevertheless, J.B. Hunt recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending class actions, the costs of any appeals, and the disruption to business operations arising out of class action litigation. J.B. Hunt also recognizes the risks that a trial on class-wide claims might present. Accordingly, J.B. Hunt believes that the Settlement set forth in the Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and J.B. Hunt, by and through their undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled,

and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

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

1.1 “Action” means *Brown, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2023 CH 09318, pending in the Circuit Court of Cook County, Illinois.

1.2 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.3 “Approved Claim” means a Claim Form submitted by a Settlement Class Member (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.4 “Biometric Data” means a Settlement Class Member’s biometric identifier and biometric information, as those terms are defined in BIPA, 740 ILCS 14/10, *et seq.*

1.5 “BIPA” means the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, *et seq.*

1.6 “Claims Deadline” means the date by which all Claim Forms submitted by a person within the Settlement Class must be postmarked, which shall be designated as 90 days after

the Notice Date. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and Claim Form.

1.7 “Claim Form” means the document substantially in the form attached hereto as Exhibit A and as approved by the Court. The Claim Form, to be completed by Settlement Class Members who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.8 “Class Counsel” means Beaumont Costales, LLC.

1.9 “Class Period” means the period of time from five years preceding the filing of the Complaint in this Action, or November 8, 2018, through May 4, 2025.

1.10 “Class Representatives” and “Plaintiffs” mean the named Plaintiffs in this Action: Carlos Brown and Harry Minor.

1.11 “Court” means the Circuit Court of Cook County, Illinois.

1.12 “Defendant” or “J.B. Hunt” means J.B. Hunt Transport, Inc.

1.13 “Defendant’s Counsel” or “J.B. Hunt’s Counsel” means Littler Mendelson, P.C.

1.14 “Effective Date” means the date upon which the Settlement in the Action shall become effective and final, and occurs ten (10) days following the latest of: (a) the Final Judgment being entered; (b) the date upon which the time expires for filing or noticing any appeal of the Final Judgment; (c) if an appeal is filed, the date of completion, in a manner that finally affirms and leaves in place the Final Approval Order without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petition for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); and (d) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment.

1.15 “Escrow Account” means the escrow account to be established by the Settlement Administrator under terms acceptable to all Parties at a depository institution insured by the Federal Deposit Insurance Corporation. The costs of establishing and maintaining the Escrow Account shall be paid from the Settlement Fund.

1.16 “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the Incentive Award to the Class Representatives.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Incentive Award” refers to the payment of Five Thousand Dollars (\$5,000.00) or such other amount approved by the Court to each of the Class Representatives.

1.20 “Net Settlement Fund” means the amount of the Settlement Fund remaining after payment of Settlement Administration Expenses (including Notice costs), any Incentive Award to the Class Representatives, and the Fee Award. Defendant shall only be required to fund the Net Settlement Fund to the extent necessary to satisfy the total number of timely and valid claims.

1.21 “Notice” means the notice of this Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, in English and substantially in the form of Exhibits B & C attached hereto.

1.22 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than thirty (30) days after entry of the Preliminary Approval Order.

1.23 “Opt-Out” is the election by a member of the Settlement Class to be excluded from this Agreement.

1.24 “Objection/Exclusion Deadline” means the date by which a written objection to this Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than ninety (90) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the Settlement website, or such other date as ordered by the Court.

1.25 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.26 “Preliminary Approval” means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.27 “Preliminary Approval Order” means the Order preliminarily approving the Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.28 “Released Claims” means all claims, liabilities, demands, causes of action, or lawsuits of the Plaintiffs and Settlement Class Members, whether known or unknown, whether legal, statutory, equitable, or of any other type or form, whether under federal, state, or local law, and whether brought in an individual, representative, or any other capacity, of every nature and

description whatsoever that were or could have been brought in the action filed by Plaintiffs relating in any way to biometric identifiers or biometric information, including but not limited to the collection, storage, dissemination, and use of biometric identifiers and/or biometric information by and/or on behalf of J.B. Hunt, in connection with Plaintiffs' and the Settlement Class's employment with J.B. Hunt.

1.29 "Released Parties" means J.B. Hunt Transport, Inc. and/or any or all of its current, former, and future direct and indirect owners, affiliates (including, without limitation, all entities owned by the direct or indirect owners of J.B. Hunt Transport, Inc.), parents, holding companies, subsidiaries, divisions, officers, directors, shareholders, principals, owners, members, trustees, administrators, executors, directors, officers, managers, board members, partners, agents, employees, attorneys, insurers, reinsurers, accountants, financial and other advisors, investment bankers, benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, vendors, insurers and reinsurers of such plans), underwriters, lenders, predecessors, assigns, successors, and all other persons and/or entities acting through, under, and/or in concert with any of the foregoing.

1.30 "Releasing Parties" means Plaintiffs, Settlement Class Members, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.31 “Settlement Administrator” means Simpluris, Inc. or such other reputable administration company that has been selected by Class Counsel and is reasonably acceptable to J.B. Hunt and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.32 “Settlement Administration Expenses” means the Settlement Administrator’s fee, and the expenses incurred by the Settlement Administrator in providing Notice, processing claims, exclusions, and objections, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, and paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.33 “Settlement Class” means: All individuals who were employed by J.B. Hunt and who used Lytx inward facing camera technology in connection with their employment with J.B. Hunt and had a recorded occurrence in the State of Illinois from November 8, 2018 through May 4, 2025. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; and (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class.

1.34 “Settlement Class List” means all individuals making up the Settlement Class and who are identified by Employee ID number on Exhibit D, attached hereto.

1.35 “Settlement Class Member” means a Person on the Settlement Class List who has not effectively elected to Opt-Out on or before the Objection/Exclusion Deadline.

1.36 “Settlement Fund” means the cash fund that shall be established by Defendant in the total amount of nine hundred seventy-six thousand two hundred seventy-six dollars and zero cents (\$976,276.00 USD) to be deposited into the Escrow Account, according to the schedule set forth herein, plus all interest earned thereon. From the Settlement Fund, the Settlement Administrator shall pay all Approved Claims made by Settlement Class Members, Settlement Administration Expenses, any Incentive Award to the Class Representatives, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of Defendant’s monetary obligations under this Agreement. Under no circumstances shall Defendant be responsible for any payments, individually or in the aggregate, in excess of the amount of the Settlement Fund. In the event the class size increases or decreases from 4,102 individuals by more than 5%, the Parties agree to meet and confer regarding the amount of the Settlement Fund.

1.37 “Settlement Payment” means the amount equal to the Net Settlement Fund divided by the number of Settlement Class Members.

1.38 “Website Notice” shall mean the notice issued to class members via the internet on a settlement website, pursuant to Section 4 of this agreement. A copy of the Website Notice is attached hereto as Exhibit C.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Settlement Class Members shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class Member who submits an Approved Claim will receive a Settlement Payment.

(b) Within seven (7) days after the Effective Date, J.B. Hunt shall pay into the Escrow Account the amount sufficient to fund: (1) the Settlement Payments to Settlement Class Members who submitted an Approved Claim; (2) the Fee Award to Class Counsel; (3) the Incentive Award to Plaintiffs; and (4) the Settlement Administrator's fees.

(c) Within fourteen (14) days of the Effective Date, the Settlement Administrator shall pay: (1) the Settlement Payments to Settlement Class Members, by mailing a check to each Settlement Class Member who submitted an Approved Claim; (2) the Fee Award to Class Counsel, if any; (3) the Incentive Award to Plaintiffs, if any; (4) the Settlement Administrator's fees (providing an invoice for same to Class Counsel and Defendant's Counsel for review and approval prior to issuing such payment) and (5) all funds, if any, remaining in the Net Settlement Fund after payment of items (1) – (4) above, to Defendant.

(d) J.B. Hunt shall provide a Settlement Class Member's social security number to the Settlement Administrator for settlement administration or tax purposes, upon request and in the event deemed necessary by the Settlement Administrator.

(e) The Settlement Administrator shall issue all Settlement Payments via check and will state on the face of the check that it will expire and become null and void unless cashed within ninety (90) days after the date of issuance. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such checks shall, subject to Court approval, be deemed void and such uncashed check funds shall revert to Defendant.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE SETTLEMENT CLASS.

4.1 The Notice Plan shall include:

(a) *Notice List.* Within fourteen (14) days of entry of the Preliminary Approval Order, Defendant will provide the Settlement Class List, including the names, Employee ID numbers, and last known postal addresses, to the extent available from its records, belonging to persons within the Settlement Class. This list will be provided to the Settlement Claims Administrator only.

(b) *Update Addresses.* Prior to mailing Notice, the Settlement Administrator will attempt to update the addresses of members of the Settlement Class using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any member of the Settlement Class for whom Notice is returned by the U.S. Postal Service as undeliverable and shall attempt re-mailings as described below.

(c) *Direct Notice via U.S. Mail.* No later than the Notice Date, the Settlement Administrator shall send notice via First Class U.S. Mail substantially in the form attached as Exhibit B hereto to each physical address in the Notice List, with return postage prepaid.

(d) If any mailed Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Notice to the forwarding address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement Class Member by seeking change of address information

through the U.S. Postal Service's National Change of Address Link, and shall re-mail the Notice within five (5) business days to the address(es) that are found.

(e) *Settlement Website.* No later than the Notice Date, the Website Notice shall be provided on a website at an available URL acceptable to J.B. Hunt (such as, for example, www.jbhuntbipasettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online. The Parties agree that copies of this Agreement, the Notice, Plaintiffs' Motion for Preliminary Approval of the Class Action Settlement, Plaintiffs' Motion for Attorneys' Fees, Costs, and Incentive Award, Plaintiffs' Motion for Final Approval of the Class Action Settlement, and copies of the Court's Preliminary and Final Approval orders of the Settlement will also be posted to the Settlement Website.

4.2 The Notice shall advise the Settlement Class Members of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Settlement Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and Defendant's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must

include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption and amount of payment received.

4.5 Any objecting Settlement Class Member who wishes to appear at the Final Approval Hearing must be available for deposition within forty (40) miles of his or her residence or by remote video conference, by Class Counsel and/or J.B. Hunt's Counsel, and the objection must include each date when the objector will be available and present for a deposition within twenty-one (21) days following the filing of the objection. If any Settlement Class Member objects in the manner prescribed herein, Plaintiffs and Defendant shall be afforded a full opportunity to respond to such objections.

4.6 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a written request for exclusion to the Settlement Administrator

providing his/her name and address, a signature, the name and number of the case, and a statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and J.B. Hunt’s Counsel upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and J.B. Hunt’s Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of this Settlement Agreement. Should the Court request, the Parties shall submit a

timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by J.B. Hunt, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Provide Class Counsel and J.B. Hunt's Counsel with drafts of all administration-related documents, including but not limited to Notices communications with Settlement Class Members, website postings, or language or other communications in a form approved by Class Counsel and J.B. Hunt's Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and J.B. Hunt's Counsel agree to waive this requirement in writing on a case by case basis;

(b) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and J.B. Hunt's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and J.B. Hunt' Counsel;

(c) Provide weekly reports to Class Counsel and J.B. Hunt's Counsel, including without limitation, reports regarding the number of objections and exclusion requests received, the number of claims made, and the number of individuals who are successfully and unsuccessfully delivered Notice; and

(d) Make available for inspection by Class Counsel or J.B. Hunt's Counsel materials received by the Settlement Administrator from members of the Settlement Class at any time upon reasonable notice.

5.2 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.3. J.B. Hunt, the Released Parties, and J.B. Hunt's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Settlement Administrator, or any of their respective designees or agents, in connection with the administration of the Settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of Net Settlement Funds to Settlement Class Members, or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.4 All taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

5.5 If this Settlement Agreement is not finally approved or is terminated, or the proposed Settlement fails to become final and effective for any reason, including without limitation if the Final Judgment is reversed, vacated, or modified following any appeal taken therefrom, the

Settlement Administrator shall return the Settlement Fund to J.B. Hunt, less any Settlement Administration Expenses actually incurred to date. Plaintiffs shall have no financial responsibility for any Settlement Administration Expenses paid out of the Settlement Fund if this Settlement Agreement is not finally approved.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Section 9 below, in the event that the Court makes any material modification to the terms of the Settlement, including, but not limited to any modification which operates to change the scope of the Settlement Class or the Released Claims, or to require J.B. Hunt to pay any amounts in excess of the Settlement Fund (and with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Incentive Award), the terms contained in this Agreement and the Class Action Settlement Term Sheet, and any other settlement documents may be terminated at the sole discretion of the adversely affected party. The Party or Parties with the right to terminate this Agreement may do so by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within ten (10) days of any event triggering the right to terminate (as described above), including: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States; or (v) the date upon which an Alternate Judgment is vacated, modified or reversed in any material respect by the Court, the Illinois Appellate Court, the Illinois Supreme Court, or the Supreme Court of the United States.

6.2 If prior to the Final Approval Hearing, Persons who otherwise would be members of the Settlement Class have timely requested exclusion from the Settlement Class in accordance

with the provisions of the Preliminary Approval Order and the Notice given pursuant thereto, and such Persons in the aggregate constitute more than five percent (5%) of the Settlement Class, J.B. Hunt shall have, in its sole and absolute discretion, the option to terminate this Settlement by giving notice as set forth in Paragraph 6.1.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Within 30 days after the full execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; conditional certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representatives; and entry of a Preliminary Approval Order, which order shall set a Final Approval Hearing date and approve the notice for dissemination substantially in the form of Exhibits B & C hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all exhibits) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of J.B. Hunt.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the Settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve this Agreement, including all exhibits hereto;

(b) approve this Settlement Agreement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate this Agreement according to its terms and provisions; and declare this Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to this Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Settlement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all Persons entitled to receive Notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) find that the prerequisites for a class action under 735 ILCS 5/2-801 have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members which common questions predominate over any questions affecting any individual Settlement Class Member; (3) the Class Representatives have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into this Settlement Agreement; and (4) a class action is an appropriate method for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in this Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of this Settlement Agreement and the Final Judgment, and for any other necessary purpose;

(i) close the Action; and

(j) incorporate any other provisions as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

7.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in any other proceedings against any of the Released Parties which challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

8. CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys' fees plus reimbursement of reasonable costs and expenses, not to exceed 40% of the Settlement Fund (\$390,510.40). Any fees or costs below this amount that are not awarded are to be added to the Net Settlement Fund. Class Counsel will petition the Court for an award of

such attorneys' fees, costs, and expenses. Class Counsel agrees to seek no more than this amount from the Court in attorneys' fees, costs and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

8.2 Payment of the Fee Award shall be made from the Settlement Fund by wire transfer pursuant to instructions provided by Class Counsel within 14 days after the Effective Date, provided that the instructions are timely provided by Class Counsel to the Settlement Administrator.

8.3 Notwithstanding any contrary provision of this Agreement, the Court's consideration of any Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of this Settlement Agreement, and any Fee Award made by the Court with respect to Class Counsel's attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

8.4 Class Counsel will submit an application for the Court to award an Incentive Award to the Class Representatives in the amount of up to five thousand dollars (\$5,000.00) each. Class Counsel agrees to seek no more than this amount from the Court as the Incentive Award to the Class Representatives. Such Incentive Award shall be paid pursuant to the terms herein. Any modification to the terms or timing or reduction of the proposed Incentive Award amount shall in no way impact the validity of the settlement of this Action.

9. CONDITIONS OF SETTLEMENT, EFFECT OF NO APPROVAL, CANCELLATION OR TERMINATION.

9.1 If this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Agreement. If

any Party is in material breach of the terms hereof, any other Party, if it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the settling parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, the Fee Award and/or expenses and/or the Incentive Award set forth in Section 8 above shall not be grounds for termination.

9.2 If this Agreement is terminated or fails to become effective, the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of this Agreement and the Class Action Settlement Term Sheet entered into between J.B. Hunt and the Class Representatives shall be cancelled, null, and void. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Class Action Settlement Term Sheet had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and J.B. Hunt's Counsel agree to cooperate with one another in seeking Court approval of this Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and to make best efforts to promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of this Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by the Releasing Parties against each or any of the Released Parties. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by J.B. Hunt, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully this Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection, and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or this Settlement Agreement is terminated, neither this Agreement, the Class Action Settlement Term Sheet, or any other settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. J.B. Hunt, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve

the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in J.B. Hunt's best interests. Any public statements made by Plaintiffs or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement may be used in any proceedings as may be necessary to effectuate the provisions of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good-faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an

amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiffs' or the Settlement Class' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a class is appropriate, or that the Settlement Class definition would be appropriate for a class, nor would J.B. Hunt be precluded from challenging class certification in further proceedings in the Action or in any other action if this Settlement Agreement is not finalized or finally approved; (b) if this Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by J.B. Hunt in connection with the Settlement may be used by Plaintiffs, any Person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in this Action or any other judicial proceeding.

10.6 No Person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall

have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The Plaintiffs, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Plaintiffs, Settlement Class Members, or Class Counsel regarding the legal or tax consequences of this Agreement, including any benefit or monies paid and received. The Plaintiffs, Settlement Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

10.8 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.

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

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

10.11 All of the exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12 This Agreement and its exhibits, set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No

representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

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

10.14 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.15 Each counsel or other Person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.16 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

10.18 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.19 If any date or deadline in this Settlement Agreement falls on a Saturday, Sunday, or federal holiday, the next business day following the date or deadline shall be the operative date.

10.20 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflicts-of-law provisions.

10.21 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.22 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Roberto Costales, Beaumont Costales LLC, 107 W. Van Buren, Suite 209, Chicago, Illinois 60605; Orly Henry, Littler Mendelson, P.C., 321 North Clark Street, Suite 1100, Chicago, Illinois 60654.

IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2025

CARLOS BROWN

By: _____

Dated: _____, 2025

HARRY MINOR

DocuSigned by:

By: _____
E675462EBDA14F1...

Dated: _____, 2025

J.B. HUNT TRANSPORT, INC.

By: _____

Its: _____

Dated: _____, 2025

BEAUMONT COSTALES

By: _____

Roberto Luis Costales

rlc@beaumontcostales.com

William H. Beaumont

whb@beaumontcostales.com

BEAUMONT COSTALES LLC

107 W. Van Buren, Suite 209

10.20 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflicts-of-law provisions.

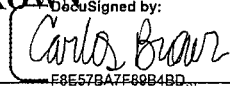
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IT IS SO AGREED TO BY THE PARTIES:

Dated: _____, 2025

CARLOS BROWN

By:  DocuSigned by: F8E57BA7F80B4BD...

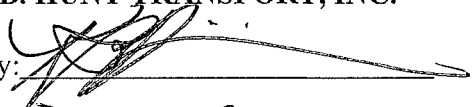
Dated: _____, 2025

HARRY MINOR

By: _____

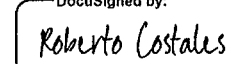
Dated: 7/10, 2025

J.B. HUNT TRANSPORT, INC.

By: 
Its: Director - Employment Litigation
+ Compliance Counsel

Dated: _____, 2025

BEAUMONT COSTALES

By:  DocuSigned by: B19305885BAC48E...
Roberto Luis Costales
rlc@beaumontcostales.com
William H. Beaumont
whb@beaumontcostales.com
BEAUMONT COSTALES LLC
107 W. Van Buren, Suite 209

Chicago, Illinois 60605

Tel: (773) 831-8000

*Attorneys for Class Representatives and the
Settlement Class*

Dated: July 10, 2025

LITTLER MENDELSON, P.C.

By: /s/ Orly Henry

Orly Henry

ohenry@littler.com

Littler Mendelson, P.C.

321 North Clark Street, Suite 1100

Chicago, Illinois 60654

Attorneys for J.B. Hunt Transport, Inc.

EXHIBIT A

CLAIM FORM

J.B. HUNT BIPA SETTLEMENT CLAIM FORM

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a settlement payment, you **must** take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; and (3) timely submit this Claim Form to the Settlement Administrator. THIS CLAIM FORM MUST BE POSTMARKED BY **[CLAIMS DEADLINE]**. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS TO WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

Name (First Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

By signing below, you affirm that you are a member of the Settlement Class, and that, under penalty of perjury, all information you provided in this Claim Form is true and correct to the best of your knowledge.

Signature: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient.

visit [www.jbhuntbipasettlement.com] or call [toll free number]

EXHIBIT B
POSTCARD NOTICE

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS
INDICATE YOU MAY BE
ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

J.B. Hunt BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

J.B. HUNT BIPA SETTLEMENT CLAIM FORM

Please carefully read the Notice, which is included with this Claim Form. If you wish to receive a settlement payment, you **must** take all of the following steps: (1) complete all sections of this Claim Form; (2) sign and date this Claim Form below; and (3) timely submit this Claim Form to the Settlement Administrator. **THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIMS DEADLINE]. YOUR FAILURE TO SUBMIT A TIMELY CLAIM FORM WILL RESULT IN YOU FORFEITING ANY PAYMENT AND/OR BENEFITS TO WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.**

Name (First Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

By signing below, you affirm that you are a member of the Settlement Class, and that, under penalty of perjury, all information you provided in this Claim Form is true and correct to the best of your knowledge.

Signature: _____ Date: ____/____/____

The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for your Settlement Payment. This process takes time. Please be patient.

visit [www.jbhuntbipasettlement.com] or call [toll free number]

A court authorized this notice. This is not a solicitation from a lawyer.

This Notice contains information about a proposed class action settlement with J.B. Hunt Transport, Inc. ("J.B. Hunt" or "Defendant"). Your rights will be affected whether you act or don't act. This Notice is being sent to inform you that a settlement has been reached in the lawsuit *Brown, et al., v. J.B. Hunt Transport, Inc.*, 2023 CH 09318, which is pending in the Circuit Court of Cook County, Illinois. This class settlement has been preliminarily approved. The Settlement Class is defined as: All individuals who were employed by J.B. Hunt and who used Lytx inward facing camera technology in connection with their employment with Defendant and had a recorded occurrence in the State of Illinois from November 8, 2018 through May 4, 2025. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; and (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class. Defendant denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims or defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action except in the event the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and risk of further litigation.

Why am I receiving this Notice? You have received this notice because records show you used Lytx inward facing camera technology in connection with your employment with J.B. Hunt and had a recorded occurrence in the State of Illinois between November 8, 2018 through May 4, 2025. If you did, you are a member of the Settlement Class Member and you are entitled to receive Settlement benefits if you submit a valid Claim Form to the Settlement Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

What Can I Get? If approved by the Court, a Settlement Fund in the total amount of \$976,276.00 will be established to pay all claims to the Settlement Class. Every person who submits a valid Claim Form will be entitled to approximately **\$135.00** per class member after the deduction of attorneys' fees, costs, and Plaintiffs' incentive award.

How Do I Get a Payment? You must submit the Claim Form attached to this Notice, postmarked **no later than [claims deadline]**. **You do not need to go to Court to receive a payment.**

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the Settlement Administrator postmarked no later than **[objection/exclusion deadline]**. You may also object to the Settlement. To object, your written objection must be filed and served no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[www.jbhuntbipasettlement.com]**. If you do nothing, and the Court approves the Settlement, even if you do not file a claim, you will be considered a member of the Settlement Class and you will be bound by all of the Court's orders and judgments, and your Released Claims against the Released Parties (as described in the Settlement Agreement) will be released.

Who Represents Me? The Court has appointed Beaumont Costales, LLC as Class Counsel to represent the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **_____.m. on [date]** at the Cook County Courthouse, 50 West Washington Street, Chicago, IL 60602, via Zoom [Meeting ID: _____ Passcode: _____]. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives up to \$5,000.00 each for their services in helping to bring and settle this case. Class Counsel will seek no more than 40% of the Settlement Fund in attorneys' fees and costs, but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement, go to **www.jbhuntbipasettlement.com**, contact the Settlement Administrator at 1-____-____ or write to: J.B. Hunt BIPA Settlement Administrator, [address]. *Please do not contact or telephone the Court, Defendant, or Defendant's attorneys to inquire about the Settlement or the claims process.*

J.B. Hunt BIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT C

WEBSITE NOTICE

NOTICE OF CLASS ACTION SETTLEMENT

IF YOU USED A LYTX DRIVER-FACING CAMERA IN J.B. HUNT'S VEHICLES BETWEEN NOVEMBER 8, 2018 THROUGH MAY 4, 2025, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

This Notice contains information about a proposed class action settlement with J.B. Hunt Transport, Inc. ("J.B. Hunt" or "Defendant"). A proposed class action settlement has been reached in the case of *Brown, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2023 CH 09318, pending in the Circuit Court of Cook County, Illinois. On [date of the Preliminary Approval Order], the Court preliminarily approved the settlement and, by agreement of the parties, certified this lawsuit to proceed as a class action for settlement purposes only. If, between November 8, 2018 through May 4, 2025, you used a Lytx inward facing camera technology in connection with your employment with Defendant and had a recorded occurrence in the State of Illinois, you are a member of the Settlement Class. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; and (2) Persons who properly execute and file a timely request for exclusion from the Settlement Class. If you are a member of the Settlement Class, then you are entitled to compensation under the terms of the proposed Settlement.

This notice is to advise you of the terms of the proposed Settlement, and your rights in connection with it. This Notice contains only a summary of the Settlement Agreement. Your legal rights are affected whether you act or don't act. ***Read this notice carefully.***

The proposed settlement is not an admission of wrongdoing by Defendant, and Defendant denies that it violated the Illinois Biometric Information Privacy Act or any other law. The Court has not decided who is right or wrong. Rather, to save the time, expense, and distraction of litigation, the parties have agreed to settle the lawsuit.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM BY [DATE]	Members of the Settlement Class can choose to submit a claim to receive a Settlement Payment. This is the only way to receive a payment.
ASK TO BE EXCLUDED FROM THE CLASS BY [DATE]	If you choose to exclude yourself (opt out), you will not be included in the Settlement. You will receive no benefits, and you will not release any claims you may have against Defendant regarding the allegations in this case.
OBJECT BY [DATE]	If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court, and send a copy of your objection to the attorneys for all Parties. If you exclude yourself from the Settlement, you cannot file an objection. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. If you file an objection and wish it to be considered, <u>you must also appear</u> at the

	Final Approval Hearing, in-person or through counsel, to show cause of why the proposed Settlement should not be approved as fair, reasonable, and adequate.
DO NOTHING	You will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment, and release claims against Defendant and Released Parties relating to the claims in this case.

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Settlement Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. *Please be patient.*

BASIC INFORMATION

1. Why was this Notice issued?

You received postcard notice of this Settlement because records show that, between November 8, 2018 and May 4, 2025, you may have used a Lytx inward facing camera technology in connection with your employment with Defendant and had a recorded occurrence in the State of Illinois. If you did, you are a member of the Settlement Class and you are entitled to receive Settlement benefits if you submit an Approved Claim to the Settlement Administrator before the deadline and if the Court grants final approval of the Settlement. You also have other options as described in this notice.

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about your options before the Court decides whether to give final approval to the Settlement.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Carlos Brown and Harry Minor) sue on behalf of a group or a "class" of people who have similar claims. In a class action, one court resolves the issues for all class members, except for those who exclude themselves from the Class. The parties have agreed, and the Court has preliminarily decided, that this lawsuit can proceed as a class action for settlement purposes only.

3. What is this lawsuit about?

The lawsuit alleges that the Illinois Biometric Information Privacy Act ("BIPA"), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, and/or disclosing biometric identifiers and/or biometric information, alleged to include scans of facial geometry, of an individual without first providing such individual with certain written disclosures and obtaining written consent. This lawsuit alleges that Defendant violated the BIPA as described above.

Defendant denies the claims in the lawsuit and contends that it did not do anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims or

defenses raised in this action. Nor has the Court determined that Defendant did anything wrong or that this matter should be certified as a class action, except for settlement purposes only and only if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

The Parties (Plaintiffs and Defendant) and Class Counsel (identified below) are not aware that any biometric identifiers or information have been compromised, breached, or hacked. Defendant has denied and continues to deny wrongdoing or liability under the statute for the allegations in the lawsuit and has denied that any data collected by its inward facing camera technology has been compromised, breached, or hacked.

4. Why is there a Settlement?

To resolve this matter without the expense, delay, and uncertainties of continued litigation, the Parties have reached a Settlement, which resolves all claims against Defendant. The Court has not decided whether the Plaintiffs or Defendant should win this case. Instead, both sides agreed to a Settlement. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Representative Plaintiffs' claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

The Court has already preliminarily approved the Settlement. Nevertheless, because the settlement of a class action determines the rights of all members of the class, the Court overseeing this lawsuit must give final approval to the Settlement before it can be effective. The Court has conditionally certified the Settlement Class for settlement purposes only, so that members of the Settlement Class can be given this notice and the opportunity submit a Claim Form, object, or to exclude themselves from the Settlement Class. If the Court does not grant final approval of the Settlement, or if it is terminated by the Parties, the Settlement will be void, and the lawsuit will proceed as if there had been no settlement and no certification of the Settlement Class.

WHO'S INCLUDED IN THE SETTLEMENT?

5. How do I know if I am in the Settlement Class?

The following **Settlement Class** has been conditionally certified by the Court for settlement purposes only:

All individuals who were employed by J.B. Hunt and who used Lytx inward facing camera technology in connection with their employment with Defendant and had a recorded occurrence in the State of Illinois from November 8, 2018 through May 4, 2025.

You will be considered a member of the Settlement Class unless you timely file a valid Opt-Out. **To receive any compensation, you must submit a valid Claim Form.**

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Defendant has agreed to create a total Settlement Fund of \$976,276.00. If the Settlement is approved, each Settlement Class Member who submits an Approved Claim will be entitled to a cash payment from the Settlement Fund as more fully described in the Settlement Agreement. For those Settlement Class Members entitled to a cash payment, the exact amount of such payment is unknown at this time and may vary depending on several factors, including the costs of the other expenses to be paid from the Settlement Fund.

The Settlement Administrator will calculate the final amount that is due to each eligible Settlement Class Member and shall pay settlement distributions directly to each eligible Class Member who timely returns a completed valid Claim Form and who does not actively remove himself or herself from the Class and who otherwise qualifies for a payment of approximately **\$135.00** per class member after the deduction of attorneys' fees, costs, and Plaintiffs' incentive award.

A copy of the Settlement Agreement can be found at the following:
[www.jbhuntbipasettlement.com]

7. How can I get a payment from the Settlement?

If you are a member of the Settlement Class, you must submit a timely and properly completed Claim Form postmarked **no later than [claims deadline]** to receive a Settlement Payment. If you are a member of the Settlement Class, you should have received a Claim Form in the mail as a postcard. If you did not receive a Claim Form in the mail and you believe you are a member of the Settlement Class, you can request a paper copy of the Claim Form to be sent to you, call toll free, **1-800-000-0000**.

8. When will I get my payment?

The Final Approval Hearing is scheduled for **[Final Approval Hearing Date]**. The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement, so please be patient. However, if the Court finally approves the Settlement, your check will be issued, if eligible, within 14 calendar days after the Effective Date of the Settlement. If there is an appeal of the Settlement, payment may be delayed. Updated information about the case can be obtained through Class Counsel at the telephone number or email address provided below.

All checks will expire and become void 90 days after they are issued.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Court approves the proposed Settlement and the Settlement becomes final, the Court will enter a judgment that will dismiss the Action with prejudice on the merits as to all members of the Settlement Class who do not exclude themselves by timely submitting a valid Opt-Out. This means that members of the Settlement Class who do not exclude themselves will be barred from bringing their own lawsuits for recovery against Defendant and Released Parties based on or related to the Released Claims. Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, which is available on the website identified above. Unless you formally exclude yourself from this Settlement, you will release your claims. If you have any questions, you can talk for free to the attorneys identified below who have been appointed by the Court to represent the Settlement Class, or you are welcome to talk to any other lawyer of your choosing at your own expense.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully.

10. What happens if I do nothing at all?

If you are a member of the Settlement Class and do nothing, you will be included in the Settlement Class, but receive no benefits. You will be bound by the Court's judgment, and release claims against Defendant and Released Parties relating to the claims in this case.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Beaumont Costales, LLC to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than 40% of the Settlement Fund though the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representatives will seek to be paid up to \$5,000.00 each from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I exclude myself from the Settlement?

If you do not want to be legally bound by the Settlement, you must exclude yourself by mailing your written request for exclusion to the Settlement Administrator, Simpluris, at the address listed below, postmarked on or before the deadline. Your written request for exclusion must be signed and identify the name of the case and case number, *Brown, et al. v. J.B. Hunt Transport, Inc.*, Case No. 2023 CH 09318, include your full name, current address, telephone number, and a statement that you wish to be excluded from the Settlement. If you exclude yourself, you will not receive any benefits from this Settlement, but you will not release any claims you may have against Defendant.

You must mail or deliver your exclusion request postmarked no later than **objection/exclusion deadline** to:

J.B. Hunt BIPA Settlement
0000 Street
City, ST 00000

14. If I don't exclude myself, can I sue J.B. Hunt for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendant and the Released Parties for the Released Claims.

15. If I exclude myself, can I get anything from this Settlement?

No. If you exclude yourself, you will not any benefits from the Settlement.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Settlement Class Member and do not exclude yourself from the Settlement Class, you can object to the Settlement. If you wish to object to the Settlement, you must file your objection in writing with the Clerk of the Court of the Circuit Court of Cook County, Illinois, 50 West Washington Street, Chicago, IL 60602. Any objection to the proposed Settlement must include: (i) the Settlement Class Member's full name, address, and current telephone number; (ii) the case name and number of the state court action; (iii) the date range during which the Settlement Class Member was employed by Defendant; (iv) information or documents sufficient to allow the Parties to confirm that the objector is a Settlement Class Member; (v) all grounds for the objection, with specific factual and legal support for the stated objection, including any supporting materials; (vi) if applicable, the identification of any other objections the Settlement Class Member has filed,

or has had filed on their behalf, in any other class action cases in the last four years; (vii) a list of all exhibits and witnesses the objector may introduce into evidence or call to testify at the Final Approval Hearing; and (viii) the objector's signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of [objection deadline]. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement.

You must also mail or deliver a copy of your objection to Class Counsel and Defendant's Counsel listed below postmarked no later than [objection deadline].

Court	Class Counsel	Defendant's Counsel
Circuit Court of Cook County 50 West Washington Street, Chicago, IL 60602	Roberto Costales Beaumont Costales LLC 107 W. Van Buren Suite 209 Chicago, Illinois 60605	Orly Henry Littler Mendelson, P.C. 321 North Clark Street, Suite 1100 Chicago, Illinois 60654

Any Settlement Class Member objector who has filed and served a timely written objection in accordance with this Section must also appear at the Final Approval Hearing either in person or through counsel hired by the objector. No objector may appear at the Final Approval Hearing unless he/she/they has filed a timely objection that complies with the procedures provided in this Section.

THE COURT'S FINAL APPROVAL HEARING

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

The Court has already granted preliminary approval of the Settlement. The Court will hold the Final Approval Hearing at **TIME** on **DATE** at the Circuit Court of Cook County, 50 West Washington Street, Chicago, IL 60602, via Zoom [Meeting ID: Passcode:]. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an Incentive Award to the Class Representatives. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

You are **not** obligated to attend this hearing unless you object to the Settlement. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense.

The hearing may be postponed to a different date or time without notice.

If the Court does not approve the Settlement, if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid at this time and Settlement Class Members will receive no benefits from the Settlement. Plaintiffs, Defendant, and all of the Settlement Class Members will be in the same position as they were prior to the execution of the Settlement, and the Settlement will have no legal effect, no class will remain certified (conditionally or otherwise), and the Plaintiffs and Defendant will continue to litigate the lawsuit. There can be no assurance that if the Settlement is not approved, the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

GETTING MORE INFORMATION

21. How do I update my Address?

You can notify the Settlement Administrator of any changes in your mailing address so that your Settlement Payment will be sent to the correct address. To update your address, contact [\[settlement administrator\]](#) as listed below.

22. Where do I get more information?

This Notice only summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at [\[www.jbhuntbipasettlement.com\]](http://www.jbhuntbipasettlement.com). You may also write with questions to [J.B. Hunt BIPA Settlement, P.O. Box 0000, City, ST 00000](#). You can call the Settlement Administrator at [1-800-000-0000](tel:1-800-000-0000) or Class Counsel at 1-773-831-8000, if you have any questions. Before doing so, however, please read this full Notice carefully. In addition, all pleadings and documents filed in court may be reviewed or copied in the Office of the Clerk.

Please do not contact the Court Clerk, the Judge, Defendant's Counsel, or Defendant; they are not in a position to give you any advice about the Settlement.

EXHIBIT D
SETTLEMENT CLASS LIST

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1	426534
2	399186
3	378037
4	422579
5	416883
6	314063
7	424805
8	388871
9	399654
10	419844
11	431578
12	320314
13	386570
14	385299
15	409679
16	413072
17	387543
18	379053
19	386478
20	242141
21	339509
22	366445
23	415079
24	401594
25	414188
26	419096
27	307523
28	401215
29	422011
30	282533
31	341033
32	426522
33	398985
34	340136
35	299665
36	372361
37	432970
38	392952
39	373722
40	328704
41	360275
42	432462
43	432582

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
44	424073
45	426336
46	329819
47	380415
48	418129
49	371467
50	267600
51	432121
52	385416
53	427591
54	378344
55	420589
56	296394
57	339735
58	418115
59	390299
60	434362
61	428311
62	432361
63	361050
64	432841
65	368059
66	394200
67	380495
68	399267
69	398537
70	294693
71	342530
72	413944
73	349355
74	387302
75	397095
76	391724
77	382074
78	404156
79	306980
80	377490
81	246968
82	392845
83	403653
84	418338
85	411300
86	435350

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
87	311162
88	404589
89	422127
90	403987
91	434898
92	427844
93	283307
94	390346
95	375634
96	397574
97	365257
98	350401
99	324364
100	375314
101	420450
102	392241
103	370121
104	423431
105	421941
106	413747
107	303834
108	374111
109	405337
110	271216
111	433384
112	414089
113	287258
114	420659
115	244196
116	310937
117	416392
118	45552
119	220862
120	415381
121	387709
122	278883
123	382959
124	391893
125	301321
126	53314
127	340928
128	315852
129	392000

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
130	319403
131	397787
132	335740
133	397171
134	422655
135	356679
136	397275
137	402527
138	283329
139	372534
140	330540
141	410180
142	60965
143	52268
144	338365
145	427781
146	412780
147	414144
148	317630
149	288488
150	373699
151	289783
152	433551
153	388044
154	409614
155	391280
156	412348
157	435125
158	393115
159	433796
160	426889
161	431106
162	310268
163	398497
164	401078
165	422141
166	355780
167	236802
168	417180
169	77254
170	394507
171	393798
172	427138

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
173	401174
174	381006
175	422672
176	347916
177	423906
178	433853
179	424410
180	409510
181	422848
182	257150
183	399775
184	365264
185	427785
186	413321
187	331909
188	293613
189	320701
190	332180
191	394347
192	251337
193	415437
194	417199
195	417030
196	369197
197	406832
198	428480
199	399736
200	363784
201	367478
202	270079
203	431861
204	301741
205	409502
206	429001
207	249882
208	363852
209	355598
210	423502
211	392178
212	380483
213	116785
214	419313
215	420266

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
216	392019
217	418628
218	331691
219	330880
220	290106
221	373061
222	55170
223	431769
224	365039
225	424370
226	432800
227	427114
228	418357
229	395270
230	402904
231	431775
232	375778
233	324982
234	387637
235	365213
236	321475
237	409189
238	433569
239	385198
240	421977
241	345337
242	332742
243	425666
244	373196
245	374044
246	385992
247	424293
248	403547
249	317442
250	366697
251	356410
252	231511
253	378510
254	202322
255	343780
256	413913
257	422218
258	418404

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
259	182604
260	348048
261	422234
262	414564
263	318966
264	408718
265	384665
266	384718
267	385301
268	286303
269	427812
270	345566
271	299344
272	413507
273	418428
274	216157
275	236545
276	403588
277	391717
278	247796
279	426227
280	255494
281	410842
282	348163
283	428157
284	432671
285	432852
286	381133
287	381574
288	410139
289	285030
290	393405
291	408601
292	426287
293	397108
294	433230
295	283036
296	410013
297	427650
298	261495
299	335821
300	399097
301	256334

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
302	273482
303	426669
304	83722
305	412210
306	422912
307	77172
308	387358
309	415808
310	257538
311	425020
312	427625
313	418845
314	323801
315	396727
316	368166
317	380619
318	295400
319	376110
320	422870
321	427588
322	429059
323	351647
324	362206
325	412330
326	336149
327	315846
328	394902
329	417948
330	398585
331	314831
332	40832
333	414083
334	392392
335	311622
336	423620
337	236346
338	345618
339	425696
340	426405
341	370319
342	247011
343	389471
344	431310

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
345	385766
346	320686
347	320122
348	396396
349	74730
350	366853
351	274064
352	396976
353	414371
354	404702
355	166379
356	383343
357	304037
358	267494
359	351398
360	286808
361	407059
362	413167
363	311937
364	420196
365	266603
366	415182
367	407160
368	416450
369	264423
370	308979
371	291684
372	348637
373	372963
374	423355
375	373920
376	260414
377	405146
378	418606
379	364223
380	333362
381	426631
382	327147
383	372971
384	305664
385	322566
386	296997
387	346310

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
388	409213
389	374146
390	290698
391	423173
392	415453
393	418599
394	365408
395	244488
396	410160
397	372451
398	397500
399	262047
400	403763
401	397080
402	425622
403	418248
404	297032
405	422746
406	374642
407	272175
408	430982
409	434198
410	360645
411	340128
412	379430
413	303795
414	422650
415	259553
416	144366
417	244053
418	431596
419	339726
420	343582
421	378367
422	433218
423	80693
424	417128
425	403669
426	422587
427	254692
428	407178
429	412847
430	270476

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
431	310960
432	309772
433	375492
434	265955
435	251816
436	434026
437	432366
438	332949
439	417679
440	322089
441	422095
442	432173
443	434356
444	365991
445	388692
446	419408
447	381908
448	399934
449	356351
450	299109
451	207307
452	369253
453	351496
454	396099
455	386618
456	397523
457	262049
458	419136
459	395656
460	181397
461	280806
462	313624
463	418443
464	320315
465	408027
466	424634
467	385071
468	354809
469	389484
470	424151
471	219971
472	289879
473	148110

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
474	400584
475	425099
476	432636
477	362635
478	344200
479	277859
480	378936
481	273198
482	413235
483	432639
484	298856
485	427334
486	424400
487	419377
488	375048
489	387917
490	397620
491	432603
492	255702
493	423459
494	335432
495	434889
496	368071
497	432140
498	432863
499	417125
500	303776
501	409482
502	428140
503	339515
504	419018
505	334574
506	407091
507	394919
508	418790
509	403057
510	392648
511	335727
512	398119
513	423600
514	428008
515	416815
516	380494

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
517	424255
518	417220
519	433483
520	390230
521	389528
522	432095
523	383283
524	877
525	373977
526	397174
527	347253
528	275433
529	402618
530	423276
531	417833
532	434623
533	376831
534	420636
535	381837
536	386023
537	340653
538	401576
539	430919
540	303983
541	189629
542	388461
543	86997
544	109461
545	245409
546	414481
547	315180
548	430648
549	225472
550	403952
551	299445
552	255495
553	384562
554	371451
555	406730
556	303429
557	302052
558	411791
559	318735

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
560	425277
561	383778
562	284152
563	395913
564	412147
565	37975
566	285253
567	411182
568	404576
569	403731
570	311153
571	417955
572	102115
573	326387
574	424061
575	353047
576	391945
577	424952
578	356141
579	430772
580	410776
581	408666
582	386293
583	358633
584	342778
585	156940
586	433918
587	399282
588	348813
589	302902
590	134223
591	424324
592	287267
593	339881
594	383751
595	416586
596	221674
597	328799
598	426363
599	412863
600	419124
601	344775
602	426698

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
603	366301
604	407073
605	374994
606	364713
607	329823
608	289042
609	378547
610	433612
611	347480
612	376840
613	431614
614	415824
615	255181
616	432730
617	368970
618	424999
619	212252
620	400640
621	374275
622	314174
623	427952
624	95956
625	373276
626	405152
627	427186
628	391357
629	377772
630	349430
631	340481
632	196611
633	414374
634	431345
635	285264
636	401703
637	375954
638	391589
639	314413
640	309812
641	321472
642	418871
643	391838
644	379363
645	417938

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
646	338690
647	394420
648	420393
649	416892
650	369165
651	290371
652	411547
653	355379
654	371628
655	275208
656	425218
657	48755
658	419749
659	422063
660	91483
661	278496
662	391432
663	430972
664	349723
665	418089
666	431247
667	390341
668	394157
669	429523
670	419521
671	364994
672	399221
673	411410
674	373758
675	404116
676	380931
677	431620
678	394751
679	404632
680	312714
681	368027
682	393737
683	360184
684	314463
685	391713
686	394335
687	432438
688	321894

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
689	433492
690	382940
691	420381
692	431792
693	403183
694	406648
695	371881
696	410771
697	420359
698	380292
699	416870
700	430147
701	65149
702	216817
703	423847
704	270854
705	392805
706	414324
707	431465
708	418325
709	282569
710	414382
711	412460
712	405038
713	375643
714	220059
715	314674
716	422580
717	358612
718	423184
719	392140
720	423171
721	238040
722	420421
723	399065
724	429053
725	312624
726	368541
727	371555
728	311132
729	430408
730	387002
731	217655

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
732	355251
733	293542
734	404625
735	420919
736	162019
737	371905
738	423117
739	418246
740	139291
741	87783
742	430580
743	298331
744	297632
745	353531
746	370737
747	366088
748	426884
749	368560
750	375664
751	407174
752	422423
753	182559
754	374089
755	419039
756	430881
757	427475
758	338556
759	422669
760	330718
761	408820
762	348363
763	201318
764	326890
765	299322
766	373721
767	343994
768	411045
769	398677
770	360306
771	405074
772	398432
773	338363
774	379532

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
775	378347
776	342800
777	423252
778	192082
779	398699
780	385839
781	324369
782	372154
783	399802
784	424165
785	245436
786	375835
787	359206
788	330706
789	285805
790	399816
791	374256
792	93601
793	276992
794	355914
795	419332
796	422144
797	408589
798	396753
799	435151
800	407149
801	338467
802	428048
803	394527
804	420902
805	418028
806	350940
807	425265
808	387311
809	432098
810	347305
811	403864
812	384174
813	389836
814	343581
815	422100
816	237821
817	419520

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
818	341624
819	318868
820	380906
821	373761
822	387553
823	417962
824	433401
825	345412
826	122723
827	335517
828	342127
829	392902
830	409977
831	342981
832	418778
833	405723
834	306450
835	288365
836	305403
837	382509
838	432901
839	240346
840	426620
841	367057
842	415850
843	283302
844	390400
845	397054
846	365023
847	414743
848	391585
849	379698
850	412987
851	325990
852	213479
853	394544
854	394868
855	358974
856	400789
857	425062
858	397532
859	415189
860	417140

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
861	420429
862	398139
863	263210
864	311426
865	435160
866	373184
867	346578
868	342940
869	433259
870	429368
871	408734
872	430387
873	280765
874	432962
875	341324
876	429280
877	318765
878	417285
879	260052
880	424469
881	434720
882	397424
883	414707
884	334560
885	395035
886	313670
887	380810
888	247801
889	270186
890	314415
891	431583
892	423126
893	316637
894	435449
895	345234
896	406684
897	383962
898	425522
899	325971
900	347835
901	334996
902	344065
903	418578

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
904	386742
905	428169
906	312979
907	399093
908	349117
909	428909
910	269192
911	321615
912	419321
913	316217
914	403001
915	386967
916	431726
917	419867
918	388438
919	240102
920	416832
921	154666
922	414179
923	276861
924	314248
925	426883
926	425387
927	423390
928	400698
929	282978
930	254920
931	358802
932	430352
933	388913
934	390499
935	390224
936	306367
937	413311
938	345000
939	424642
940	362544
941	393922
942	1881
943	355158
944	315537
945	410598
946	303577

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
947	344333
948	416983
949	311851
950	352690
951	430906
952	214903
953	401197
954	434067
955	351239
956	381527
957	432169
958	306352
959	404327
960	290707
961	395278
962	402524
963	404393
964	113707
965	358006
966	186138
967	368382
968	418266
969	398217
970	311221
971	360840
972	367440
973	252578
974	347772
975	410453
976	391331
977	404730
978	360993
979	378960
980	392314
981	48350
982	379720
983	328215
984	430010
985	427697
986	426952
987	394112
988	338298
989	418896

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
990	242116
991	384039
992	416962
993	403877
994	413030
995	418592
996	311107
997	425219
998	411002
999	299328
1,000	400281
1,001	418031
1,002	429590
1,003	81050
1,004	381478
1,005	283578
1,006	405807
1,007	433057
1,008	385265
1,009	364673
1,010	418348
1,011	402514
1,012	430709
1,013	324445
1,014	402855
1,015	123247
1,016	429228
1,017	276206
1,018	300044
1,019	418242
1,020	402091
1,021	406343
1,022	415952
1,023	420264
1,024	433812
1,025	381333
1,026	83905
1,027	374126
1,028	417857
1,029	433606
1,030	400796
1,031	407500
1,032	379412

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,033	43000
1,034	189461
1,035	417297
1,036	310001
1,037	354914
1,038	356297
1,039	377065
1,040	322098
1,041	311222
1,042	222348
1,043	308417
1,044	337350
1,045	123574
1,046	432989
1,047	383061
1,048	403257
1,049	423039
1,050	433843
1,051	398215
1,052	295272
1,053	289610
1,054	70636
1,055	356525
1,056	335199
1,057	419085
1,058	287752
1,059	357586
1,060	410236
1,061	403061
1,062	415579
1,063	403551
1,064	358729
1,065	419659
1,066	413798
1,067	384118
1,068	250380
1,069	412562
1,070	316675
1,071	312835
1,072	171732
1,073	409455
1,074	427407
1,075	417831

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,076	412826
1,077	313157
1,078	431275
1,079	20491
1,080	376811
1,081	407232
1,082	273519
1,083	239309
1,084	190266
1,085	29518
1,086	365149
1,087	310240
1,088	286479
1,089	272668
1,090	269219
1,091	427914
1,092	364714
1,093	424237
1,094	264205
1,095	400805
1,096	365662
1,097	389174
1,098	365576
1,099	366439
1,100	287612
1,101	361342
1,102	411234
1,103	40645
1,104	400352
1,105	336028
1,106	366565
1,107	332468
1,108	388685
1,109	418314
1,110	419268
1,111	354471
1,112	355277
1,113	325424
1,114	308983
1,115	317822
1,116	422929
1,117	386322
1,118	302203

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,119	424813
1,120	338194
1,121	422098
1,122	401770
1,123	357421
1,124	372990
1,125	318070
1,126	345243
1,127	411209
1,128	372919
1,129	425466
1,130	388360
1,131	388793
1,132	302377
1,133	166746
1,134	350304
1,135	417272
1,136	412917
1,137	316008
1,138	432676
1,139	402597
1,140	347571
1,141	375842
1,142	355403
1,143	420158
1,144	422676
1,145	420399
1,146	411606
1,147	435059
1,148	220087
1,149	251827
1,150	19372
1,151	288026
1,152	384803
1,153	309773
1,154	295767
1,155	434637
1,156	402977
1,157	405870
1,158	354909
1,159	406746
1,160	293300
1,161	315877

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,162	147223
1,163	364919
1,164	377868
1,165	391397
1,166	420693
1,167	273472
1,168	418888
1,169	426774
1,170	339507
1,171	367158
1,172	255403
1,173	419404
1,174	155048
1,175	203445
1,176	221377
1,177	404563
1,178	414578
1,179	301733
1,180	316160
1,181	351382
1,182	433406
1,183	411958
1,184	417286
1,185	413767
1,186	376737
1,187	398270
1,188	400882
1,189	361460
1,190	421824
1,191	380729
1,192	386551
1,193	356023
1,194	368533
1,195	402937
1,196	276235
1,197	378606
1,198	387892
1,199	277822
1,200	409485
1,201	388899
1,202	347513
1,203	431475
1,204	270897

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,205	43377
1,206	395724
1,207	408736
1,208	197431
1,209	299800
1,210	391410
1,211	392795
1,212	328133
1,213	396131
1,214	318513
1,215	378520
1,216	415475
1,217	390044
1,218	418616
1,219	384972
1,220	300458
1,221	423281
1,222	368165
1,223	389363
1,224	427883
1,225	416642
1,226	433041
1,227	351372
1,228	361915
1,229	298551
1,230	414523
1,231	302378
1,232	414339
1,233	350253
1,234	282545
1,235	235448
1,236	368871
1,237	392785
1,238	428543
1,239	422769
1,240	242794
1,241	371154
1,242	213400
1,243	404879
1,244	178465
1,245	253983
1,246	413933
1,247	424177

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,248	417505
1,249	415433
1,250	421917
1,251	427881
1,252	390234
1,253	407886
1,254	420630
1,255	418389
1,256	310737
1,257	256138
1,258	326636
1,259	399082
1,260	415241
1,261	340410
1,262	402675
1,263	357754
1,264	248467
1,265	422728
1,266	413722
1,267	317721
1,268	416605
1,269	424039
1,270	387668
1,271	417288
1,272	412778
1,273	418866
1,274	313104
1,275	309611
1,276	419008
1,277	383884
1,278	418063
1,279	372948
1,280	364206
1,281	398645
1,282	274918
1,283	332739
1,284	419815
1,285	322293
1,286	427981
1,287	430649
1,288	297838
1,289	259239
1,290	421674

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,291	335642
1,292	337333
1,293	334861
1,294	285675
1,295	339995
1,296	422373
1,297	399691
1,298	367871
1,299	405333
1,300	431789
1,301	417274
1,302	426557
1,303	325552
1,304	382221
1,305	200738
1,306	415594
1,307	378627
1,308	403116
1,309	403133
1,310	388993
1,311	432272
1,312	433841
1,313	431446
1,314	425072
1,315	304061
1,316	418450
1,317	430626
1,318	416793
1,319	424841
1,320	340822
1,321	315159
1,322	380196
1,323	112102
1,324	411077
1,325	353019
1,326	398332
1,327	280112
1,328	410679
1,329	328545
1,330	419015
1,331	372592
1,332	433815
1,333	434795

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,334	419798
1,335	429035
1,336	430521
1,337	409670
1,338	70344
1,339	414975
1,340	387212
1,341	430975
1,342	308060
1,343	429553
1,344	433852
1,345	399896
1,346	318002
1,347	403036
1,348	405035
1,349	413342
1,350	417880
1,351	295152
1,352	385826
1,353	384867
1,354	415283
1,355	298867
1,356	298554
1,357	278900
1,358	382082
1,359	343947
1,360	335338
1,361	368582
1,362	426685
1,363	111080
1,364	365918
1,365	403162
1,366	424885
1,367	427414
1,368	429024
1,369	243939
1,370	376706
1,371	433755
1,372	287777
1,373	373727
1,374	389843
1,375	418253
1,376	388443

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,377	413191
1,378	432503
1,379	273186
1,380	422725
1,381	383514
1,382	413302
1,383	77105
1,384	419720
1,385	262697
1,386	395005
1,387	402142
1,388	432224
1,389	278515
1,390	363988
1,391	388314
1,392	433324
1,393	408822
1,394	382191
1,395	319822
1,396	371697
1,397	423053
1,398	400707
1,399	314414
1,400	244751
1,401	426601
1,402	424351
1,403	59998
1,404	411485
1,405	33680
1,406	307765
1,407	331389
1,408	371808
1,409	372074
1,410	427909
1,411	412774
1,412	387770
1,413	331065
1,414	386200
1,415	351788
1,416	417817
1,417	266771
1,418	397985
1,419	387309

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,420	346972
1,421	411080
1,422	355004
1,423	314403
1,424	416064
1,425	419245
1,426	423121
1,427	387975
1,428	350289
1,429	420277
1,430	420510
1,431	394528
1,432	417536
1,433	373281
1,434	388377
1,435	303881
1,436	330047
1,437	399088
1,438	378311
1,439	339869
1,440	155781
1,441	401184
1,442	432472
1,443	382820
1,444	430286
1,445	325850
1,446	423320
1,447	431489
1,448	322478
1,449	346840
1,450	350158
1,451	433653
1,452	342819
1,453	404222
1,454	394491
1,455	383874
1,456	348233
1,457	298056
1,458	371213
1,459	334464
1,460	109977
1,461	417978
1,462	401157

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,463	50718
1,464	383663
1,465	417195
1,466	347867
1,467	402869
1,468	420205
1,469	430335
1,470	431334
1,471	364323
1,472	340764
1,473	408356
1,474	405490
1,475	428733
1,476	310952
1,477	385996
1,478	428959
1,479	157462
1,480	418193
1,481	395213
1,482	235204
1,483	336894
1,484	410168
1,485	404612
1,486	284150
1,487	429269
1,488	420181
1,489	404424
1,490	398890
1,491	396912
1,492	378783
1,493	265240
1,494	434229
1,495	279888
1,496	402344
1,497	431638
1,498	287038
1,499	389486
1,500	420011
1,501	326910
1,502	391123
1,503	423163
1,504	423601
1,505	415406

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,506	393098
1,507	286625
1,508	300658
1,509	367858
1,510	365687
1,511	409898
1,512	307763
1,513	426427
1,514	309974
1,515	409680
1,516	409968
1,517	369040
1,518	278570
1,519	102377
1,520	434120
1,521	384924
1,522	430690
1,523	412726
1,524	389570
1,525	356000
1,526	70321
1,527	402843
1,528	422646
1,529	405835
1,530	430528
1,531	317446
1,532	420078
1,533	422382
1,534	425048
1,535	374043
1,536	344334
1,537	362174
1,538	369025
1,539	341630
1,540	374870
1,541	343936
1,542	354241
1,543	422047
1,544	386789
1,545	53280
1,546	378138
1,547	273182
1,548	327844

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,549	313249
1,550	378950
1,551	260980
1,552	226024
1,553	258736
1,554	408381
1,555	398085
1,556	355951
1,557	426908
1,558	350078
1,559	375397
1,560	283859
1,561	338361
1,562	412792
1,563	333550
1,564	389056
1,565	432439
1,566	342978
1,567	388340
1,568	434506
1,569	331914
1,570	406735
1,571	397584
1,572	420553
1,573	394867
1,574	405706
1,575	287428
1,576	419503
1,577	432199
1,578	411011
1,579	336453
1,580	99316
1,581	288569
1,582	333114
1,583	109063
1,584	432397
1,585	432702
1,586	434576
1,587	433663
1,588	427994
1,589	345383
1,590	417561
1,591	399069

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,592	416135
1,593	346544
1,594	433979
1,595	426699
1,596	270327
1,597	274086
1,598	411283
1,599	343021
1,600	337778
1,601	433098
1,602	416644
1,603	428419
1,604	319394
1,605	427789
1,606	360428
1,607	419301
1,608	387614
1,609	349154
1,610	402911
1,611	364600
1,612	391362
1,613	347783
1,614	298257
1,615	378591
1,616	235326
1,617	322139
1,618	421983
1,619	355390
1,620	386587
1,621	343849
1,622	376203
1,623	412991
1,624	383861
1,625	405881
1,626	34031
1,627	324373
1,628	425816
1,629	364603
1,630	288274
1,631	368972
1,632	364130
1,633	371246
1,634	369619

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,635	412417
1,636	301282
1,637	408201
1,638	387000
1,639	392025
1,640	412731
1,641	402365
1,642	433814
1,643	399586
1,644	403317
1,645	428053
1,646	401037
1,647	410439
1,648	381434
1,649	363267
1,650	407097
1,651	383027
1,652	394630
1,653	293526
1,654	403502
1,655	406618
1,656	381997
1,657	415660
1,658	420038
1,659	401216
1,660	432344
1,661	320029
1,662	395691
1,663	351615
1,664	348365
1,665	251965
1,666	292793
1,667	138460
1,668	402678
1,669	364709
1,670	249707
1,671	417401
1,672	432293
1,673	422936
1,674	354521
1,675	328125
1,676	423864
1,677	350502

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,678	354173
1,679	398021
1,680	431093
1,681	375313
1,682	327430
1,683	396446
1,684	318510
1,685	274795
1,686	390227
1,687	411538
1,688	403633
1,689	417210
1,690	389453
1,691	413055
1,692	381699
1,693	388325
1,694	270191
1,695	349939
1,696	420252
1,697	191694
1,698	407599
1,699	397623
1,700	266235
1,701	315073
1,702	399834
1,703	420814
1,704	411426
1,705	376357
1,706	413041
1,707	393914
1,708	276856
1,709	353692
1,710	367997
1,711	372333
1,712	255927
1,713	430255
1,714	410437
1,715	361832
1,716	364382
1,717	403362
1,718	420855
1,719	397719
1,720	373608

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,721	394788
1,722	344567
1,723	320894
1,724	423425
1,725	397214
1,726	395136
1,727	424972
1,728	313236
1,729	281685
1,730	329944
1,731	341307
1,732	373472
1,733	401423
1,734	418699
1,735	321153
1,736	383057
1,737	335726
1,738	401281
1,739	326401
1,740	372928
1,741	420110
1,742	393565
1,743	302983
1,744	387688
1,745	361317
1,746	401213
1,747	431002
1,748	13882
1,749	417363
1,750	424579
1,751	325251
1,752	368057
1,753	283855
1,754	416780
1,755	263464
1,756	271222
1,757	417944
1,758	409838
1,759	396967
1,760	433480
1,761	425114
1,762	305367
1,763	424542

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,764	93937
1,765	419846
1,766	422092
1,767	108509
1,768	177789
1,769	412996
1,770	347720
1,771	334783
1,772	226115
1,773	431733
1,774	360759
1,775	391476
1,776	432099
1,777	401232
1,778	424881
1,779	139900
1,780	418102
1,781	367869
1,782	431962
1,783	423628
1,784	209208
1,785	354885
1,786	325244
1,787	418460
1,788	397527
1,789	322274
1,790	342958
1,791	423875
1,792	329096
1,793	350942
1,794	424274
1,795	394769
1,796	369888
1,797	260200
1,798	403295
1,799	432371
1,800	361605
1,801	423193
1,802	391830
1,803	422128
1,804	310461
1,805	420603
1,806	420082

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,807	407813
1,808	434417
1,809	200745
1,810	422172
1,811	283571
1,812	256604
1,813	310912
1,814	393313
1,815	350923
1,816	427656
1,817	286350
1,818	420281
1,819	91250
1,820	418359
1,821	374992
1,822	368409
1,823	411137
1,824	433056
1,825	396998
1,826	397289
1,827	412520
1,828	360864
1,829	332640
1,830	418356
1,831	320145
1,832	300238
1,833	419328
1,834	380454
1,835	335635
1,836	411330
1,837	423274
1,838	301935
1,839	412169
1,840	390221
1,841	348821
1,842	319215
1,843	382288
1,844	396887
1,845	433112
1,846	429462
1,847	420002
1,848	264006
1,849	424470

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,850	387252
1,851	429187
1,852	433435
1,853	370481
1,854	372578
1,855	371221
1,856	411144
1,857	412600
1,858	366922
1,859	410636
1,860	409059
1,861	55723
1,862	432468
1,863	293309
1,864	411731
1,865	373518
1,866	382599
1,867	423814
1,868	234972
1,869	348442
1,870	322477
1,871	337975
1,872	75979
1,873	427030
1,874	340979
1,875	343728
1,876	416670
1,877	402873
1,878	427092
1,879	403605
1,880	389679
1,881	296052
1,882	424156
1,883	417799
1,884	325276
1,885	323175
1,886	426301
1,887	332456
1,888	424995
1,889	426072
1,890	400462
1,891	374912
1,892	373203

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,893	433202
1,894	414425
1,895	407100
1,896	387141
1,897	196898
1,898	422658
1,899	419191
1,900	355619
1,901	432498
1,902	376827
1,903	429263
1,904	343159
1,905	358856
1,906	423377
1,907	427829
1,908	290370
1,909	208462
1,910	210218
1,911	336362
1,912	258113
1,913	415030
1,914	406580
1,915	396096
1,916	368033
1,917	418153
1,918	272085
1,919	389957
1,920	221374
1,921	427192
1,922	403752
1,923	399931
1,924	287559
1,925	349459
1,926	409125
1,927	340662
1,928	332429
1,929	366416
1,930	275767
1,931	413157
1,932	366253
1,933	414815
1,934	431956
1,935	386255

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,936	310422
1,937	434164
1,938	255746
1,939	379912
1,940	427989
1,941	435019
1,942	386469
1,943	370226
1,944	285014
1,945	212738
1,946	418380
1,947	264536
1,948	151511
1,949	309792
1,950	418191
1,951	414006
1,952	378321
1,953	1147
1,954	426106
1,955	372658
1,956	433444
1,957	364310
1,958	284287
1,959	323947
1,960	333372
1,961	410504
1,962	376813
1,963	420579
1,964	414521
1,965	130409
1,966	295795
1,967	419086
1,968	86294
1,969	408630
1,970	278825
1,971	393977
1,972	364989
1,973	335317
1,974	345557
1,975	268112
1,976	430953
1,977	415029
1,978	429249

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
1,979	431815
1,980	430271
1,981	379243
1,982	416995
1,983	277456
1,984	251236
1,985	424229
1,986	395442
1,987	426271
1,988	422253
1,989	217819
1,990	376024
1,991	427796
1,992	405336
1,993	405086
1,994	390414
1,995	402679
1,996	431211
1,997	330689
1,998	420401
1,999	338176
2,000	419729
2,001	365111
2,002	359642
2,003	346806
2,004	256262
2,005	399356
2,006	348757
2,007	376808
2,008	418999
2,009	348198
2,010	354568
2,011	418312
2,012	396197
2,013	373002
2,014	216651
2,015	288863
2,016	417564
2,017	386793
2,018	348826
2,019	426396
2,020	316864
2,021	401715

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,022	262080
2,023	324061
2,024	364501
2,025	299327
2,026	262933
2,027	422843
2,028	417108
2,029	397782
2,030	417821
2,031	420188
2,032	60419
2,033	423584
2,034	87012
2,035	226469
2,036	415956
2,037	282319
2,038	412637
2,039	132044
2,040	317456
2,041	301084
2,042	142516
2,043	382650
2,044	343535
2,045	340063
2,046	411977
2,047	412643
2,048	282575
2,049	313625
2,050	402200
2,051	373159
2,052	393356
2,053	329252
2,054	425655
2,055	305042
2,056	433307
2,057	341020
2,058	407044
2,059	371301
2,060	434232
2,061	339622
2,062	366602
2,063	435006
2,064	340438

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,065	240525
2,066	429618
2,067	266497
2,068	425757
2,069	357755
2,070	392257
2,071	359873
2,072	328130
2,073	398208
2,074	407714
2,075	392450
2,076	372328
2,077	270357
2,078	412326
2,079	307305
2,080	421963
2,081	369257
2,082	346523
2,083	408198
2,084	392990
2,085	131019
2,086	433917
2,087	383094
2,088	418030
2,089	415915
2,090	422097
2,091	341517
2,092	376689
2,093	335316
2,094	316673
2,095	281977
2,096	419928
2,097	193169
2,098	371117
2,099	266795
2,100	2029
2,101	433506
2,102	268577
2,103	418612
2,104	351403
2,105	350845
2,106	360704
2,107	370812

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,108	373319
2,109	191659
2,110	369163
2,111	397830
2,112	383353
2,113	407004
2,114	330404
2,115	331471
2,116	320639
2,117	365239
2,118	424902
2,119	408122
2,120	292801
2,121	382124
2,122	310432
2,123	402750
2,124	286997
2,125	333364
2,126	318493
2,127	352691
2,128	415177
2,129	20972
2,130	433318
2,131	224756
2,132	412515
2,133	422981
2,134	366433
2,135	262101
2,136	370134
2,137	428613
2,138	386944
2,139	343521
2,140	257396
2,141	253282
2,142	367844
2,143	241363
2,144	302906
2,145	378573
2,146	390250
2,147	383445
2,148	422447
2,149	345376
2,150	372039

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,151	394996
2,152	373138
2,153	226333
2,154	347741
2,155	394075
2,156	419490
2,157	305860
2,158	236361
2,159	414912
2,160	399031
2,161	287619
2,162	389438
2,163	380593
2,164	399165
2,165	53795
2,166	273189
2,167	77058
2,168	413427
2,169	392096
2,170	326621
2,171	415561
2,172	394730
2,173	384475
2,174	386418
2,175	48089
2,176	403168
2,177	393289
2,178	355652
2,179	164405
2,180	432684
2,181	244786
2,182	419302
2,183	413528
2,184	309416
2,185	423288
2,186	427552
2,187	358057
2,188	349697
2,189	394898
2,190	319629
2,191	435269
2,192	337053
2,193	213170

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,194	337515
2,195	331468
2,196	343241
2,197	422055
2,198	425713
2,199	311870
2,200	370641
2,201	405186
2,202	352478
2,203	382198
2,204	344655
2,205	391433
2,206	413423
2,207	429161
2,208	402711
2,209	362857
2,210	431549
2,211	419742
2,212	406133
2,213	329403
2,214	422664
2,215	426539
2,216	306143
2,217	433831
2,218	343273
2,219	411357
2,220	415938
2,221	433340
2,222	428342
2,223	396258
2,224	288272
2,225	406186
2,226	315683
2,227	226146
2,228	403725
2,229	345073
2,230	412612
2,231	292542
2,232	423172
2,233	240465
2,234	396517
2,235	304558
2,236	417759

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,237	397819
2,238	407020
2,239	323474
2,240	301224
2,241	275568
2,242	341316
2,243	411279
2,244	419027
2,245	410256
2,246	349811
2,247	369795
2,248	282035
2,249	424408
2,250	396167
2,251	433361
2,252	421779
2,253	392753
2,254	366197
2,255	327595
2,256	418395
2,257	406734
2,258	297749
2,259	365637
2,260	346545
2,261	298275
2,262	380081
2,263	407742
2,264	329300
2,265	390082
2,266	374010
2,267	59723
2,268	265258
2,269	405313
2,270	425925
2,271	378961
2,272	337688
2,273	403534
2,274	373418
2,275	175584
2,276	310027
2,277	393803
2,278	346197
2,279	386886

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,280	391309
2,281	424157
2,282	396122
2,283	248714
2,284	379633
2,285	419756
2,286	414731
2,287	432857
2,288	310423
2,289	150698
2,290	317448
2,291	422396
2,292	420161
2,293	299596
2,294	281697
2,295	325591
2,296	396341
2,297	417860
2,298	339508
2,299	419973
2,300	373769
2,301	411788
2,302	401258
2,303	412964
2,304	419750
2,305	350811
2,306	286306
2,307	411564
2,308	343245
2,309	422106
2,310	400201
2,311	356357
2,312	417742
2,313	250006
2,314	265730
2,315	326935
2,316	344016
2,317	425846
2,318	113681
2,319	321786
2,320	394728
2,321	434613
2,322	425024

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,323	351746
2,324	360061
2,325	399080
2,326	427652
2,327	358921
2,328	376377
2,329	350391
2,330	349995
2,331	410153
2,332	393304
2,333	393215
2,334	310303
2,335	414143
2,336	432220
2,337	376754
2,338	432798
2,339	272156
2,340	428651
2,341	292796
2,342	408287
2,343	312622
2,344	306831
2,345	415575
2,346	415206
2,347	309790
2,348	274793
2,349	372911
2,350	402202
2,351	401661
2,352	430617
2,353	313609
2,354	383999
2,355	379143
2,356	379660
2,357	433298
2,358	430621
2,359	434269
2,360	410490
2,361	340690
2,362	343175
2,363	348391
2,364	329560
2,365	391848

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,366	389208
2,367	339213
2,368	417268
2,369	412193
2,370	381277
2,371	350872
2,372	357195
2,373	360556
2,374	405349
2,375	387159
2,376	273167
2,377	411259
2,378	123802
2,379	425971
2,380	371694
2,381	420384
2,382	323779
2,383	420734
2,384	399790
2,385	404976
2,386	338353
2,387	132754
2,388	350636
2,389	44666
2,390	432151
2,391	423828
2,392	425944
2,393	388775
2,394	368064
2,395	267413
2,396	429628
2,397	360315
2,398	416306
2,399	399911
2,400	383835
2,401	407344
2,402	373053
2,403	236566
2,404	414998
2,405	370409
2,406	364467
2,407	293310
2,408	416561

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,409	431522
2,410	372852
2,411	282594
2,412	432529
2,413	397669
2,414	419721
2,415	408960
2,416	432947
2,417	220860
2,418	432633
2,419	339892
2,420	430353
2,421	385335
2,422	387131
2,423	424352
2,424	341543
2,425	406740
2,426	337065
2,427	425002
2,428	373082
2,429	252225
2,430	423902
2,431	317161
2,432	431518
2,433	421884
2,434	427337
2,435	433874
2,436	402842
2,437	76451
2,438	304280
2,439	424379
2,440	42227
2,441	427860
2,442	331019
2,443	396232
2,444	417276
2,445	433904
2,446	411044
2,447	364768
2,448	304629
2,449	418367
2,450	418091
2,451	353574

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,452	257790
2,453	420815
2,454	416458
2,455	366564
2,456	418856
2,457	293910
2,458	428416
2,459	387990
2,460	141987
2,461	331762
2,462	340821
2,463	407572
2,464	433381
2,465	385514
2,466	423649
2,467	197407
2,468	430601
2,469	384394
2,470	345619
2,471	435017
2,472	429363
2,473	259764
2,474	220600
2,475	413491
2,476	414976
2,477	344073
2,478	379333
2,479	316368
2,480	259744
2,481	275869
2,482	264065
2,483	322297
2,484	274872
2,485	320716
2,486	381346
2,487	288185
2,488	418157
2,489	404544
2,490	427413
2,491	274331
2,492	426705
2,493	371385
2,494	401013

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,495	414570
2,496	405363
2,497	262260
2,498	373139
2,499	414856
2,500	384228
2,501	414386
2,502	410305
2,503	425034
2,504	373889
2,505	427887
2,506	353374
2,507	302390
2,508	306153
2,509	397075
2,510	321899
2,511	416716
2,512	428819
2,513	319596
2,514	423208
2,515	353327
2,516	431875
2,517	251979
2,518	418219
2,519	292564
2,520	434089
2,521	404345
2,522	308040
2,523	375996
2,524	422851
2,525	348355
2,526	308579
2,527	361636
2,528	381253
2,529	241003
2,530	414049
2,531	416535
2,532	402477
2,533	418328
2,534	249554
2,535	308581
2,536	189364
2,537	367988

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,538	307010
2,539	431882
2,540	77694
2,541	430285
2,542	415851
2,543	346362
2,544	389479
2,545	426430
2,546	326392
2,547	363903
2,548	402866
2,549	412754
2,550	384652
2,551	339241
2,552	402014
2,553	362173
2,554	422577
2,555	389372
2,556	413086
2,557	423410
2,558	422025
2,559	361025
2,560	309995
2,561	378362
2,562	368481
2,563	417463
2,564	326116
2,565	432881
2,566	418309
2,567	330103
2,568	435046
2,569	359949
2,570	369528
2,571	401650
2,572	255763
2,573	335438
2,574	410789
2,575	391849
2,576	367668
2,577	286108
2,578	408744
2,579	413177
2,580	417983

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,581	422455
2,582	312803
2,583	421867
2,584	424895
2,585	432395
2,586	331311
2,587	397179
2,588	181321
2,589	298288
2,590	354835
2,591	313549
2,592	352751
2,593	431843
2,594	286296
2,595	417607
2,596	411944
2,597	420309
2,598	380366
2,599	433089
2,600	425573
2,601	431064
2,602	350857
2,603	322929
2,604	433863
2,605	312808
2,606	416969
2,607	410828
2,608	297014
2,609	336181
2,610	306820
2,611	389837
2,612	386470
2,613	416500
2,614	433816
2,615	241814
2,616	413275
2,617	200923
2,618	427158
2,619	407569
2,620	406464
2,621	424926
2,622	412827
2,623	425953

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,624	355410
2,625	413387
2,626	302878
2,627	378925
2,628	424138
2,629	419730
2,630	413677
2,631	402731
2,632	433830
2,633	340655
2,634	427734
2,635	404528
2,636	320164
2,637	427613
2,638	373416
2,639	421883
2,640	355382
2,641	247351
2,642	72017
2,643	395533
2,644	419215
2,645	410831
2,646	283281
2,647	432465
2,648	363672
2,649	428616
2,650	335437
2,651	391895
2,652	433824
2,653	370888
2,654	234492
2,655	337763
2,656	428155
2,657	400989
2,658	408205
2,659	218072
2,660	389599
2,661	258553
2,662	381996
2,663	420363
2,664	309755
2,665	422134
2,666	332148

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,667	421660
2,668	364845
2,669	347316
2,670	352891
2,671	424397
2,672	387927
2,673	282006
2,674	213992
2,675	432048
2,676	47776
2,677	419569
2,678	323925
2,679	320426
2,680	435486
2,681	418487
2,682	419909
2,683	413928
2,684	272257
2,685	308386
2,686	373729
2,687	251859
2,688	392825
2,689	428426
2,690	211935
2,691	425620
2,692	426954
2,693	432511
2,694	298284
2,695	13061
2,696	418773
2,697	411413
2,698	423396
2,699	316907
2,700	359179
2,701	403519
2,702	390006
2,703	39070
2,704	421938
2,705	427170
2,706	425652
2,707	388699
2,708	424155
2,709	184279

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,710	104194
2,711	303334
2,712	359817
2,713	417734
2,714	379073
2,715	399259
2,716	420605
2,717	427566
2,718	318947
2,719	429542
2,720	433404
2,721	399950
2,722	383941
2,723	398682
2,724	349769
2,725	279127
2,726	373599
2,727	433878
2,728	401772
2,729	315157
2,730	396918
2,731	433609
2,732	433467
2,733	321934
2,734	400875
2,735	416105
2,736	379279
2,737	421723
2,738	304516
2,739	157504
2,740	380466
2,741	329943
2,742	427504
2,743	427799
2,744	387582
2,745	260525
2,746	382229
2,747	386595
2,748	433517
2,749	312296
2,750	283020
2,751	399156
2,752	428322

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,753	420817
2,754	419507
2,755	419291
2,756	415817
2,757	384922
2,758	427064
2,759	135485
2,760	327863
2,761	392020
2,762	418638
2,763	416464
2,764	431931
2,765	377728
2,766	422911
2,767	430299
2,768	419114
2,769	404946
2,770	388367
2,771	427197
2,772	433865
2,773	126751
2,774	413012
2,775	411757
2,776	404659
2,777	373849
2,778	429450
2,779	284448
2,780	137648
2,781	405748
2,782	281105
2,783	307555
2,784	393743
2,785	297003
2,786	350723
2,787	348384
2,788	412807
2,789	306832
2,790	342116
2,791	398070
2,792	416655
2,793	404607
2,794	354103
2,795	387595

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,796	400728
2,797	364300
2,798	432652
2,799	408944
2,800	386497
2,801	379105
2,802	999
2,803	431083
2,804	257423
2,805	399033
2,806	310677
2,807	385541
2,808	368652
2,809	274895
2,810	416483
2,811	395837
2,812	406220
2,813	432900
2,814	433820
2,815	349260
2,816	409782
2,817	315373
2,818	236760
2,819	289614
2,820	373422
2,821	233994
2,822	425286
2,823	410470
2,824	293333
2,825	432654
2,826	335739
2,827	429039
2,828	395675
2,829	382123
2,830	287878
2,831	395279
2,832	389026
2,833	347692
2,834	319397
2,835	281402
2,836	299120
2,837	300102
2,838	279987

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,839	335488
2,840	415226
2,841	85215
2,842	415711
2,843	392946
2,844	385598
2,845	415930
2,846	391409
2,847	204813
2,848	404055
2,849	407523
2,850	404643
2,851	288335
2,852	399142
2,853	431600
2,854	230828
2,855	426070
2,856	345037
2,857	360013
2,858	430156
2,859	387607
2,860	353481
2,861	383952
2,862	373702
2,863	386536
2,864	373187
2,865	383777
2,866	328573
2,867	368046
2,868	418733
2,869	377423
2,870	374990
2,871	405067
2,872	406942
2,873	379098
2,874	411256
2,875	425276
2,876	346638
2,877	402262
2,878	326399
2,879	319408
2,880	247354
2,881	160960

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,882	392419
2,883	420864
2,884	398523
2,885	402606
2,886	202913
2,887	425378
2,888	306898
2,889	376104
2,890	369537
2,891	356927
2,892	388459
2,893	248510
2,894	372157
2,895	427643
2,896	415589
2,897	305351
2,898	340898
2,899	430596
2,900	411025
2,901	229596
2,902	320423
2,903	420545
2,904	287010
2,905	399164
2,906	411308
2,907	430622
2,908	347925
2,909	413154
2,910	391989
2,911	232629
2,912	312984
2,913	386699
2,914	416405
2,915	335348
2,916	387250
2,917	407707
2,918	376354
2,919	372053
2,920	76384
2,921	394884
2,922	401306
2,923	369030
2,924	402242

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,925	337677
2,926	416277
2,927	343577
2,928	363064
2,929	430330
2,930	416978
2,931	402234
2,932	433684
2,933	411965
2,934	416303
2,935	305434
2,936	412844
2,937	259388
2,938	423687
2,939	348406
2,940	332112
2,941	419533
2,942	425684
2,943	330113
2,944	307013
2,945	233704
2,946	402777
2,947	376890
2,948	352628
2,949	417493
2,950	262112
2,951	239303
2,952	397232
2,953	307914
2,954	428273
2,955	343307
2,956	419338
2,957	396133
2,958	433122
2,959	418184
2,960	346509
2,961	376795
2,962	425954
2,963	360165
2,964	305849
2,965	393291
2,966	375659
2,967	135932

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
2,968	380561
2,969	374762
2,970	382109
2,971	398201
2,972	369807
2,973	366905
2,974	392732
2,975	396594
2,976	359319
2,977	78396
2,978	331312
2,979	363741
2,980	433493
2,981	348975
2,982	388886
2,983	350014
2,984	392453
2,985	395760
2,986	198976
2,987	356266
2,988	383144
2,989	325546
2,990	365334
2,991	297199
2,992	283519
2,993	418375
2,994	392919
2,995	316917
2,996	241865
2,997	308392
2,998	431989
2,999	381829
3,000	430240
3,001	421864
3,002	401881
3,003	368208
3,004	301460
3,005	94959
3,006	387645
3,007	394449
3,008	153076
3,009	411820
3,010	280772

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,011	418893
3,012	341634
3,013	419917
3,014	402653
3,015	394377
3,016	367609
3,017	336148
3,018	396106
3,019	272332
3,020	423445
3,021	362630
3,022	62115
3,023	362729
3,024	422460
3,025	433148
3,026	294046
3,027	387167
3,028	315393
3,029	325554
3,030	347934
3,031	378654
3,032	434076
3,033	425492
3,034	431080
3,035	370401
3,036	373252
3,037	424606
3,038	428255
3,039	412380
3,040	432697
3,041	380400
3,042	424979
3,043	256186
3,044	434712
3,045	415574
3,046	34738
3,047	346928
3,048	300063
3,049	422844
3,050	377003
3,051	429565
3,052	372277
3,053	417179

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,054	425856
3,055	331884
3,056	311839
3,057	413892
3,058	433459
3,059	308580
3,060	164527
3,061	379356
3,062	309163
3,063	337834
3,064	404854
3,065	402817
3,066	429937
3,067	432413
3,068	361557
3,069	423789
3,070	395441
3,071	430505
3,072	366501
3,073	388879
3,074	335965
3,075	255182
3,076	378316
3,077	185362
3,078	413181
3,079	428163
3,080	335219
3,081	313957
3,082	382827
3,083	409538
3,084	300264
3,085	365621
3,086	297762
3,087	422962
3,088	432646
3,089	298360
3,090	387205
3,091	145180
3,092	294978
3,093	434876
3,094	382057
3,095	220886
3,096	413390

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,097	357582
3,098	280160
3,099	388471
3,100	277836
3,101	432391
3,102	322990
3,103	435086
3,104	430879
3,105	400272
3,106	421919
3,107	299814
3,108	419153
3,109	431613
3,110	106842
3,111	433479
3,112	429464
3,113	358687
3,114	433683
3,115	431196
3,116	391851
3,117	417011
3,118	305862
3,119	386904
3,120	420813
3,121	413684
3,122	390477
3,123	410093
3,124	411881
3,125	379016
3,126	359561
3,127	162717
3,128	298823
3,129	422079
3,130	308066
3,131	352056
3,132	415950
3,133	399200
3,134	392817
3,135	323650
3,136	410186
3,137	413312
3,138	412965
3,139	434532

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,140	364038
3,141	427775
3,142	349591
3,143	348241
3,144	420632
3,145	430963
3,146	419252
3,147	353245
3,148	412332
3,149	427862
3,150	414528
3,151	270147
3,152	378055
3,153	427696
3,154	350175
3,155	426144
3,156	419322
3,157	399220
3,158	348724
3,159	417714
3,160	400712
3,161	339858
3,162	321633
3,163	342122
3,164	220126
3,165	431374
3,166	406702
3,167	330083
3,168	387444
3,169	295526
3,170	88727
3,171	395483
3,172	434414
3,173	347827
3,174	413489
3,175	324888
3,176	371009
3,177	409682
3,178	379282
3,179	416433
3,180	280580
3,181	430016
3,182	418378

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,183	338179
3,184	419747
3,185	391752
3,186	276247
3,187	351584
3,188	371593
3,189	426674
3,190	351392
3,191	367084
3,192	241163
3,193	318489
3,194	420467
3,195	431885
3,196	282000
3,197	342705
3,198	399252
3,199	422722
3,200	359255
3,201	434044
3,202	356129
3,203	280482
3,204	319225
3,205	342801
3,206	278887
3,207	369840
3,208	426876
3,209	389392
3,210	392251
3,211	347366
3,212	349867
3,213	430219
3,214	414079
3,215	432043
3,216	428055
3,217	423705
3,218	413506
3,219	364036
3,220	349717
3,221	415162
3,222	424678
3,223	379301
3,224	363564
3,225	422142

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,226	376921
3,227	423094
3,228	409451
3,229	175580
3,230	401293
3,231	403690
3,232	431670
3,233	394778
3,234	372561
3,235	391555
3,236	434286
3,237	369460
3,238	419551
3,239	400475
3,240	398972
3,241	427451
3,242	377453
3,243	289870
3,244	372445
3,245	425231
3,246	431830
3,247	325240
3,248	409212
3,249	385788
3,250	266863
3,251	366289
3,252	431086
3,253	341072
3,254	403067
3,255	429000
3,256	421903
3,257	399752
3,258	424620
3,259	287564
3,260	356901
3,261	427925
3,262	427766
3,263	393393
3,264	344444
3,265	373607
3,266	384098
3,267	285324
3,268	316165

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,269	336026
3,270	431016
3,271	417585
3,272	256812
3,273	236368
3,274	356122
3,275	290566
3,276	413201
3,277	432933
3,278	272118
3,279	292549
3,280	357924
3,281	401552
3,282	395961
3,283	368714
3,284	370692
3,285	358935
3,286	325719
3,287	301254
3,288	284447
3,289	394831
3,290	433986
3,291	283704
3,292	433909
3,293	419388
3,294	406510
3,295	388136
3,296	390131
3,297	428940
3,298	406153
3,299	314284
3,300	383609
3,301	431407
3,302	345386
3,303	278529
3,304	366274
3,305	411467
3,306	256996
3,307	424291
3,308	335495
3,309	387777
3,310	303572
3,311	391401

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,312	352614
3,313	415276
3,314	338777
3,315	381020
3,316	365798
3,317	406688
3,318	433782
3,319	413616
3,320	286671
3,321	431311
3,322	375429
3,323	276869
3,324	415498
3,325	337770
3,326	403230
3,327	356951
3,328	434129
3,329	347584
3,330	147197
3,331	215303
3,332	339419
3,333	324072
3,334	397092
3,335	5757
3,336	399561
3,337	300488
3,338	340986
3,339	324124
3,340	362481
3,341	427603
3,342	372901
3,343	429522
3,344	406748
3,345	299911
3,346	299092
3,347	425849
3,348	371728
3,349	433764
3,350	405319
3,351	398717
3,352	170057
3,353	391324
3,354	375074

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,355	426347
3,356	168808
3,357	261426
3,358	427763
3,359	357894
3,360	337668
3,361	409022
3,362	357632
3,363	225930
3,364	392854
3,365	395034
3,366	347651
3,367	276528
3,368	314240
3,369	330825
3,370	253770
3,371	395558
3,372	360045
3,373	361464
3,374	371547
3,375	418420
3,376	417811
3,377	383938
3,378	362055
3,379	430113
3,380	422101
3,381	398106
3,382	429616
3,383	302398
3,384	276223
3,385	237068
3,386	312285
3,387	396668
3,388	355412
3,389	346520
3,390	361381
3,391	170377
3,392	431144
3,393	377518
3,394	403034
3,395	380801
3,396	304132
3,397	398688

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,398	340304
3,399	349656
3,400	291831
3,401	206896
3,402	403301
3,403	392006
3,404	433221
3,405	400184
3,406	393251
3,407	317441
3,408	327192
3,409	381370
3,410	416517
3,411	431464
3,412	408449
3,413	366942
3,414	434920
3,415	408842
3,416	329095
3,417	400956
3,418	378896
3,419	260220
3,420	348105
3,421	422633
3,422	427478
3,423	356292
3,424	299617
3,425	76805
3,426	418239
3,427	374554
3,428	408440
3,429	357839
3,430	433053
3,431	381659
3,432	419284
3,433	434905
3,434	367706
3,435	433848
3,436	258036
3,437	293077
3,438	414814
3,439	350648
3,440	409991

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,441	425271
3,442	398915
3,443	420580
3,444	177232
3,445	394944
3,446	423585
3,447	364853
3,448	273179
3,449	431155
3,450	297057
3,451	375848
3,452	266607
3,453	422781
3,454	369872
3,455	321321
3,456	347856
3,457	362945
3,458	294762
3,459	408140
3,460	416120
3,461	368061
3,462	343717
3,463	395014
3,464	347477
3,465	374568
3,466	353715
3,467	424564
3,468	425890
3,469	390052
3,470	359963
3,471	272712
3,472	417990
3,473	270976
3,474	112160
3,475	343546
3,476	345069
3,477	387248
3,478	370427
3,479	389394
3,480	404757
3,481	270377
3,482	380775
3,483	432289

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,484	375236
3,485	339866
3,486	392525
3,487	289869
3,488	343006
3,489	149800
3,490	280302
3,491	409145
3,492	375086
3,493	383834
3,494	395406
3,495	432682
3,496	411059
3,497	284733
3,498	342235
3,499	374000
3,500	412511
3,501	330692
3,502	416123
3,503	285819
3,504	142622
3,505	406987
3,506	408406
3,507	318652
3,508	336594
3,509	384946
3,510	324775
3,511	391906
3,512	386899
3,513	417884
3,514	396132
3,515	420610
3,516	406210
3,517	409964
3,518	288819
3,519	431065
3,520	261184
3,521	410939
3,522	109732
3,523	427938
3,524	347469
3,525	379511
3,526	409351

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,527	397257
3,528	432430
3,529	327394
3,530	419314
3,531	418022
3,532	330726
3,533	423938
3,534	377472
3,535	383984
3,536	347549
3,537	30992
3,538	406737
3,539	48870
3,540	423539
3,541	95928
3,542	404586
3,543	364254
3,544	267445
3,545	321911
3,546	320887
3,547	406514
3,548	392910
3,549	266877
3,550	238310
3,551	425240
3,552	36119
3,553	425748
3,554	362008
3,555	403337
3,556	321595
3,557	427230
3,558	383856
3,559	337655
3,560	429601
3,561	429495
3,562	372068
3,563	364712
3,564	375126
3,565	410980
3,566	299877
3,567	431942
3,568	250674
3,569	345849

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,570	370844
3,571	394556
3,572	420829
3,573	322096
3,574	328640
3,575	426361
3,576	398934
3,577	374356
3,578	298019
3,579	433475
3,580	419709
3,581	305877
3,582	433883
3,583	371090
3,584	419416
3,585	401655
3,586	403574
3,587	392778
3,588	431316
3,589	393822
3,590	433466
3,591	426125
3,592	434471
3,593	351238
3,594	394665
3,595	385706
3,596	434538
3,597	406711
3,598	201794
3,599	156931
3,600	364136
3,601	418781
3,602	432533
3,603	235723
3,604	395777
3,605	392836
3,606	400873
3,607	393173
3,608	409229
3,609	425895
3,610	433655
3,611	432062
3,612	432655

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,613	433499
3,614	386290
3,615	424287
3,616	350501
3,617	393929
3,618	372898
3,619	412265
3,620	417985
3,621	310307
3,622	310926
3,623	329945
3,624	430462
3,625	433075
3,626	45519
3,627	372567
3,628	169404
3,629	424278
3,630	250169
3,631	306155
3,632	318940
3,633	392213
3,634	312061
3,635	372989
3,636	372307
3,637	427150
3,638	395616
3,639	305051
3,640	397728
3,641	394246
3,642	312933
3,643	419103
3,644	398569
3,645	274073
3,646	384678
3,647	47326
3,648	367444
3,649	405819
3,650	408090
3,651	393729
3,652	389287
3,653	372768
3,654	406582
3,655	405934

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,656	419079
3,657	422060
3,658	289054
3,659	375951
3,660	275895
3,661	380745
3,662	422359
3,663	339198
3,664	409919
3,665	358469
3,666	410130
3,667	410617
3,668	432103
3,669	404447
3,670	324570
3,671	419800
3,672	278486
3,673	283003
3,674	145659
3,675	353414
3,676	316297
3,677	308578
3,678	358937
3,679	317010
3,680	325256
3,681	384923
3,682	381689
3,683	416215
3,684	426090
3,685	416937
3,686	434799
3,687	431963
3,688	312060
3,689	413265
3,690	373091
3,691	297467
3,692	432352
3,693	371015
3,694	305614
3,695	402909
3,696	425903
3,697	352872
3,698	388331

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,699	364224
3,700	20011
3,701	386754
3,702	404147
3,703	282983
3,704	413094
3,705	344546
3,706	306854
3,707	144818
3,708	374193
3,709	204758
3,710	329097
3,711	344302
3,712	225943
3,713	87062
3,714	383184
3,715	287066
3,716	398258
3,717	433919
3,718	312113
3,719	393780
3,720	430100
3,721	329516
3,722	354470
3,723	287051
3,724	412635
3,725	424102
3,726	404023
3,727	429800
3,728	419024
3,729	339512
3,730	375212
3,731	427193
3,732	392037
3,733	427884
3,734	382956
3,735	427410
3,736	270379
3,737	281704
3,738	374834
3,739	286307
3,740	417796
3,741	422530

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,742	433251
3,743	418317
3,744	378688
3,745	412595
3,746	328983
3,747	244775
3,748	364155
3,749	422428
3,750	386254
3,751	422824
3,752	409541
3,753	331028
3,754	391552
3,755	388380
3,756	431619
3,757	374167
3,758	379054
3,759	389098
3,760	416384
3,761	414842
3,762	258625
3,763	424279
3,764	417650
3,765	377529
3,766	402337
3,767	283863
3,768	399715
3,769	431867
3,770	369323
3,771	243957
3,772	393145
3,773	427586
3,774	287782
3,775	387885
3,776	309146
3,777	341618
3,778	277256
3,779	56235
3,780	342856
3,781	254206
3,782	291657
3,783	319574
3,784	417478

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,785	397130
3,786	430866
3,787	322321
3,788	369306
3,789	328926
3,790	420917
3,791	406370
3,792	412129
3,793	377224
3,794	401666
3,795	309779
3,796	129186
3,797	430254
3,798	341640
3,799	355805
3,800	426093
3,801	392244
3,802	341067
3,803	344656
3,804	425693
3,805	433676
3,806	419746
3,807	300670
3,808	423232
3,809	417609
3,810	422014
3,811	419471
3,812	402302
3,813	418417
3,814	418695
3,815	398551
3,816	420106
3,817	274083
3,818	315734
3,819	368032
3,820	389082
3,821	339879
3,822	424154
3,823	399168
3,824	391465
3,825	331013
3,826	419662
3,827	291434

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,828	293070
3,829	108947
3,830	428468
3,831	306354
3,832	431682
3,833	367424
3,834	419397
3,835	373537
3,836	4018
3,837	377011
3,838	382611
3,839	268191
3,840	419964
3,841	386401
3,842	389578
3,843	309774
3,844	399625
3,845	381869
3,846	393594
3,847	380429
3,848	367695
3,849	373712
3,850	314827
3,851	337040
3,852	407655
3,853	280963
3,854	277186
3,855	403513
3,856	390168
3,857	393731
3,858	332185
3,859	313158
3,860	381388
3,861	313747
3,862	434592
3,863	427788
3,864	368093
3,865	358322
3,866	398399
3,867	427066
3,868	274102
3,869	422008
3,870	352524

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,871	373415
3,872	409992
3,873	398132
3,874	279502
3,875	419797
3,876	380879
3,877	357259
3,878	364715
3,879	356943
3,880	418047
3,881	384045
3,882	38707
3,883	309478
3,884	362360
3,885	413461
3,886	247195
3,887	257040
3,888	66212
3,889	396206
3,890	335187
3,891	426959
3,892	411915
3,893	356162
3,894	410923
3,895	407511
3,896	376677
3,897	419996
3,898	261494
3,899	421652
3,900	372179
3,901	372317
3,902	413034
3,903	328699
3,904	86254
3,905	405554
3,906	10436
3,907	356683
3,908	361558
3,909	423212
3,910	394495
3,911	424798
3,912	284773
3,913	388364

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,914	279148
3,915	336589
3,916	386107
3,917	295243
3,918	311665
3,919	398580
3,920	245688
3,921	422638
3,922	345090
3,923	207683
3,924	309751
3,925	41440
3,926	317449
3,927	356073
3,928	429220
3,929	353210
3,930	254214
3,931	388387
3,932	404422
3,933	350405
3,934	293289
3,935	364757
3,936	429149
3,937	431178
3,938	360280
3,939	272079
3,940	365144
3,941	414389
3,942	394484
3,943	415229
3,944	348530
3,945	389789
3,946	430368
3,947	335583
3,948	432123
3,949	346337
3,950	431174
3,951	399337
3,952	380505
3,953	408872
3,954	431684
3,955	422086
3,956	392827

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
3,957	348993
3,958	367652
3,959	146250
3,960	429398
3,961	405461
3,962	392622
3,963	432463
3,964	434254
3,965	386978
3,966	402452
3,967	412644
3,968	314416
3,969	399203
3,970	420716
3,971	318764
3,972	341845
3,973	295609
3,974	434119
3,975	367996
3,976	418859
3,977	418939
3,978	409369
3,979	368950
3,980	392894
3,981	357748
3,982	417862
3,983	364729
3,984	203168
3,985	415439
3,986	431005
3,987	250407
3,988	393724
3,989	423678
3,990	388311
3,991	212760
3,992	430733
3,993	362245
3,994	362731
3,995	429521
3,996	282975
3,997	408602
3,998	358651
3,999	363967

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
4,000	360967
4,001	426702
4,002	364454
4,003	371080
4,004	332470
4,005	209176
4,006	407946
4,007	188726
4,008	224021
4,009	352531
4,010	243062
4,011	354011
4,012	424686
4,013	362224
4,014	416093
4,015	427695
4,016	403531
4,017	414050
4,018	433842
4,019	407559
4,020	241827
4,021	390066
4,022	56815
4,023	432966
4,024	419441
4,025	389170
4,026	424680
4,027	375238
4,028	367728
4,029	375635
4,030	423596
4,031	430954
4,032	268713
4,033	404201
4,034	397483
4,035	307011
4,036	423119
4,037	255762
4,038	278638
4,039	434536
4,040	261002
4,041	266910
4,042	222191

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
4,043	398628
4,044	423676
4,045	320177
4,046	427393
4,047	254172
4,048	394974
4,049	387329
4,050	282679
4,051	433696
4,052	398388
4,053	360245
4,054	241001
4,055	427544
4,056	409558
4,057	357696
4,058	412479
4,059	387655
4,060	264797
4,061	404882
4,062	300802
4,063	254757
4,064	399353
4,065	391449
4,066	289785
4,067	433262
4,068	354869
4,069	276834
4,070	432422
4,071	419482
4,072	364302
4,073	435383
4,074	413081
4,075	389308
4,076	386160
4,077	360310
4,078	414960
4,079	242936
4,080	349422
4,081	373024
4,082	430333
4,083	386854
4,084	402214
4,085	433585

EXHIBIT D -- CLASS LIST

Class Member #	Employee ID
4,086	303777
4,087	345458
4,088	354127
4,089	414440
4,090	381289
4,091	360039
4,092	427888
4,093	412426
4,094	414424
4,095	108933
4,096	54934
4,097	424827
4,098	347475
4,099	378195
4,100	322973
4,101	350854
4,102	130529