

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

In re GE ERISA LITIGATION

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This Document Relates To:

ALL ACTIONS.

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) Master File No. 1:17-cv-12123-IT

) CLASS ACTION

) ORDER PRELIMINARILY APPROVING

) SETTLEMENT AND PROVIDING FOR

) NOTICE

WHEREAS, an action is pending before this Court entitled *In re GE ERISA Litigation*, Master File No. 1:17-cv-12123-IT (the “Action”);

WHEREAS, Plaintiffs having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the Settlement of this Action, in accordance with a Settlement Agreement dated as of September 29, 2023, which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed Settlement of the Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Settlement Agreement and the exhibits annexed thereto; and

WHEREAS, unless otherwise defined, all terms used herein have the same meanings as set forth in the Settlement Agreement.

1. NOW, THEREFORE, IT IS HEREBY ORDERED: The Court has reviewed the Settlement Agreement and does hereby preliminarily approve the Settlement set forth therein as fair, reasonable, and adequate, subject to further consideration at the Fairness Hearing described below.

2. The Court approves the Parties’ requested modification of the Class, as ordered on March 16, 2020, such that the Class Period ends on August 3, 2023. This end date will facilitate providing notice of the Settlement to the Class. The Court also approves the requested modification of the Class because the original certification order excluded certain fiduciaries and General Electric Company (“GE”) and GE Asset Management (“GEAM”) officers and directors after the date of GEAM’s sale to State Street Corporation on July 1, 2016, through the date of Judgment, even though Plaintiffs had voluntarily dismissed Defendants who did not serve on fiduciary committees until after July 1, 2016. The exclusions have thus been modified both to provide clarity as to the date range and to be more consistent with Plaintiffs’ allegations. The exclusion of “Named

Fiduciaries,” as opposed to the previously undefined term “fiduciaries” in the original certification order, is similarly intended to provide clarity as to the scope of excluded individuals. These modifications do not change the Court’s conclusions with respect to certification of the Class pursuant to Rules 23(a) and (b)(1).

3. The Court preliminarily finds that the proposed Settlement should be approved as: (i) the result of serious, extensive arm’s-length and non-collusive negotiations; (ii) falling within a range of reasonableness warranting final approval; (iii) having no obvious deficiencies; and (iv) warranting notice of the proposed Settlement to Class Members and further consideration of the Settlement at the Fairness Hearing described below.

4. A hearing (the “Fairness Hearing”) shall be held before this Court on March 7, 2024, at 2:30 p.m. in Courtroom 9, at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, MA 02210, to determine whether the proposed Settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate to the Class and should be approved by the Court; whether the proposed Final Judgment and Order of Dismissal with Prejudice as provided under the Settlement Agreement should be entered; whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; to determine the amount of fees and expenses that should be awarded to Class Counsel; to determine whether Incentive Awards should be awarded to Plaintiffs; and to address such other matters relating to this Settlement as may properly be before the Court.

5. The Court approves, as to form and content, the Notice and Former Participant Rollover Form annexed hereto as Exhibits A-1 and A-2, respectively, and finds that the mailing and distribution of the Notice (and for Former Participants will include the Former Participant Rollover Form) substantially in the manner and form set forth in ¶7 of this Order: (a) constitute

the best notice to Class Members practicable under the circumstances; (b) are reasonably calculated, under the circumstances, to describe the terms and effect of the Settlement Agreement and of the Settlement and to apprise Class Members of their right to object to the proposed Settlement; (c) are reasonable and constitute due, adequate, and sufficient notice to all persons entitled to receive such notice; and (d) satisfy all applicable requirements of the Federal Rules of Civil Procedure (including Rules 23(c)-(e)), the United States Constitution (including the Due Process Clause), the Rules of this Court, and other applicable law.

6. The firm of Rust Consulting (“Settlement Administrator”) is hereby appointed to supervise and administer the notice procedure as well as implement the Plan of Allocation and to distribute the Net Settlement Fund to Class Members as more fully set forth below.

7. Not later than December 7, 2023 (the “Notice Date”), the Settlement Administrator shall commence emailing or mailing the Notice (and for Former Participants will include the Former Participant Rollover Form), substantially in the forms annexed hereto, by First-Class Mail, where no email is available, to all Class Members who can be identified with reasonable effort, and to be posted on its website at [www.ge401ksettlement.com](http://www.ge401ksettlement.com).

8. At least seven (7) calendar days prior to the Fairness Hearing, Class Counsel shall serve on Defendants’ Counsel and file with the Court proof, by affidavit or declaration, of such mailing.

9. Any member of the Class may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. If they do not enter an appearance, they will be represented by Class Counsel.

10. Any member of the Class may appear and show cause why the proposed Settlement of the Action should or should not be approved as fair, reasonable, and adequate, why a judgment

should or should not be entered thereon, why the Plan of Allocation should or should not be approved, why Attorneys' Fees and Expenses should or should not be awarded to Class Counsel, or why Incentive Awards to Plaintiffs should or should not be awarded; provided, however, that no Class Member or any other person shall be heard or entitled to contest such matters, unless that person has filed his, her, or its written objection and copies of any papers and briefs on or before February 15, 2024, with the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Boston, MA 02210. Any objections must: (i) state the name, address, and telephone number of the objector and must be signed by the objector; (ii) state that the objector is objecting to the proposed Settlement, Plan of Allocation, application for attorneys' fees or expenses, or request for Plaintiffs' Incentive Awards in this Action; and (iii) state the objection(s) and the specific reasons for each objection, including any legal and evidentiary support the objector wishes to bring to the Court's attention. In addition, the objection must identify all class actions to which the objector and his, her or its counsel have previously objected. The Court will consider a Class Member's objection only if the Class Member has complied with the above requirements. Any member of the Class who does not make his, her or its objection in the manner provided shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Settlement Agreement, to the Plan of Allocation, to the award of attorneys' fees and expenses to Class Counsel, or Incentive Awards for Plaintiffs, unless otherwise ordered by the Court. Class Members submitting written objections are not required to attend the Fairness Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, the application for an award

of attorneys' fees and expenses, and/or the request for Plaintiffs' Incentive Awards must file a written objection and indicate in the written objection their intention to appear at the hearing.

11. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement Agreement and/or further order(s) of the Court.

12. Class Counsel shall provide substantially completed drafts of Plaintiffs' opening briefs and supporting documents in support of final approval of the Settlement, the Plan of Allocation, and any application by Class Counsel for attorneys' fees and expenses and Incentive Awards for Plaintiffs to the Independent Fiduciary by January 5, 2024, and shall file and serve final versions of all such opening briefs and supporting documents with the Court by February 1, 2024. Replies to any objections shall be filed and served by February 29, 2024.

13. None of the Released Parties nor Defendants' Counsel shall have any responsibility for the Plan of Allocation or any application for Attorneys' Fees and Expenses submitted by Class Counsel or Plaintiffs.

14. Notwithstanding the language contained in ¶6.1 of the Settlement Agreement regarding the timing of payment of Class Counsel's award of attorneys' fees and payment of expenses, this Court retains its discretion to modify such timing in its order awarding such attorneys' fees and payment of expenses. At or after the Fairness Hearing, the Court shall determine whether the Plan of Allocation proposed by Class Counsel, and any application for attorneys' fees or payment of expenses, shall be approved.

15. All reasonable expenses incurred in identifying and notifying Class Members, as well as the fees and costs of the Settlement Administrator and Plan's recordkeeper administering

the Settlement Fund, and the fees and costs of the Independent Fiduciary, shall be paid as set forth in the Settlement Agreement. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶¶3.2(a) or 4.5 of the Settlement Agreement.

16. Neither this Order, the Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants of the truth of any of the allegations in the Action, or of any liability, fault, or wrongdoing of any kind.

17. The Court reserves the right to adjourn the date of the Fairness Hearing without further notice to the members of the Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Parties, if appropriate, without further notice to the Class.

18. If the Settlement Agreement and the Settlement set forth therein is not approved or consummated for any reason whatsoever, the Settlement Agreement and Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Parties *status quo ante* as set forth in ¶9.3 of the Settlement Agreement.

19. Until otherwise ordered by the Court, the Court shall continue to stay all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement Agreement. Pending final determination of whether the proposed Settlement should be approved, neither the Plaintiffs nor any Class Member, directly or indirectly, representatively, or in any other capacity, shall commence or prosecute against any of the

Defendants, the Released Parties, or the Plan any action or proceeding in any court or tribunal asserting any of the Plaintiffs' Released Claims.

20. Except to the extent the Parties may agree to resolve through mediation or arbitration any disputes that may arise prior to the entry of judgment, the Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Settlement.

IT IS SO ORDERED.

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

\_\_\_\_\_  
THE HONORABLE INDIRA TALWANI  
UNITED STATES DISTRICT JUDGE

UNITED STATES DISTRICT COURT  
 DISTRICT OF MASSACHUSETTS

In re GE ERISA LITIGATION	)	Master File No. 1:17-cv-12123-IT
	)	
This Document Relates To:	)	<u>CLASS ACTION</u>
	)	
ALL ACTIONS.	)	NOTICE OF SETTLEMENT OF CLASS ACTION
	)	
	)	EXHIBIT A-1

**TO THE FOLLOWING CLASS:**

All persons who were participants in or beneficiaries of the GE 401(k) Plan a/k/a GE Retirement Savings Plan and its predecessor the GE Savings and Security Program, as well as participants whose accounts were transferred from the GE Retirement Savings Plan and merged into a successor plan created in connection with the spinoff of a GE company (the “Plan”) and who were at any time between September 26, 2011 to August 3, 2023 (the “Class Period”) invested in the GE Institutional Strategic Investment Fund (a/k/a State Street Institutional Strategic Investment Fund), the GE Institutional Small Cap Equity Fund (a/k/a State Street Institutional Small Cap Equity Fund), the GE Institutional International Equity Fund (a/k/a State Street Institutional International Equity Fund), the GE RSP Income Fund (a/k/a State Street Income Fund), or the GE RSP U.S. Equity Fund (a/k/a State Street U.S. Core Equity Fund (collectively, the “GE Funds”), excluding Defendants (identified below), Named Fiduciaries of the Plan between September 26, 2011 and July 1, 2016, the officers and directors of General Electric Company (“GE”) and GE Asset Management (“GEAM”) between September 26, 2011 and July 1, 2016, and members of the immediate families and the legal representatives, heirs, successors, or assigns of any such excluded party.

Please note that the Class Period, now ending August 3, 2023, has been modified from the Court’s original certification order which ended at the date of Judgment. This modification was primarily made to ensure that all Class Members receive timely notice. Had the Class Period continued to conclude on the date of Judgment, it would have been possible for an individual to become a Class Member after the Notice was distributed and after the objection deadline passed. In addition, the above exclusions have also been modified from the Court’s original certification order because the original certification order excluded fiduciaries of the Plan and GE and GEAM officers and directors after the date of GEAM’s sale to State Street Corporation on July 1, 2016, through the date of Judgment, even though Plaintiffs had voluntarily dismissed Defendants who did not serve on fiduciary committees until after July 1, 2016. The exclusions have thus been modified both to provide clarity as to the date range and to be more consistent with Plaintiffs’ allegations. The exclusion of “Named Fiduciaries,” as opposed to the previously undefined term “fiduciaries” in the original certification order, is similarly intended to provide clarity as to the scope of excluded individuals.

**Questions? Please visit [www.ge.com](http://www.ge.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

**PLEASE READ THIS NOTICE CAREFULLY. A FEDERAL COURT AUTHORIZED THIS NOTICE. THIS IS NOT A SOLICITATION.**

Defendants have agreed that GE, GEAM, and/or their respective insurers will pay \$61,000,000 into a settlement fund in this class action lawsuit, *In re GE ERISA Litigation*, No. 1:17-cv-12123-IT (the “Action”) brought under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”). Class Members are eligible to receive a *pro rata* share of the Net Settlement Fund pursuant to the Plan of Allocation set forth below. The Net Settlement Fund is the amount in the Settlement Fund remaining after payment of Notice and Administration Costs, any Attorneys’ Fees and Expenses that the Court awards to Class Counsel, and any Incentive Awards to Plaintiffs.<sup>1</sup> The amount of each Class Member’s payment is based on the Plan of Allocation. Payments to current Plan participants will be deposited into their respective Plan accounts. Payments to former Plan participants will be made directly to former Plan participants by check, or former Plan participants can instead elect to receive their payment through a rollover to a qualified retirement account.

The United States District Court for the District of Massachusetts (the “Court”) has preliminarily approved the proposed settlement (the “Settlement”). The Settlement is between Plaintiffs Maria LaTorre, Robyn Berger, Brian Sullivan, Frank Magliocca, Melinda Stubblefield, Kristi Haskins, Laura Scully, Donald J. Janak, John Slatner, and Chip Knight (collectively, “Plaintiffs”), individually and on behalf of the Class, and defendants GE, GEAM, Benefit Plans Investment Committee, GEAM Committee, Carol Anderson, Jeffrey Bornstein, Matthew Cribbins, John Flannery, Puneet Mahajan, Trevor Schauenberg, Keith Sherin, Brian Worrell, Dmitri Stockton, George Bicher, Paul Colonna, Michael J. Cosgrove, Gregory Hartch, Jessica Holscott, Ralph Layman, Matthew J. Simpson, Donald W. Torey, John Walker, David Wiederecht, Tracie Winbigler, Matthew Zakrzewski, Jeanne M. LaPorta, the GE Pension Board, the GE Board of Directors and the nominal defendant the Plan (collectively, “Defendants” and with Plaintiffs, the “Parties”). The Settlement would release Defendants and certain related parties from any and all Plaintiffs’ Released Claims defined below under question 11.

The Court has authorized this Notice to provide you with summary information with respect to the Settlement. The terms and conditions of the Settlement are set forth in the Settlement Agreement, dated September 29, 2023. Any capitalized terms used in this Notice but not defined here have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement and additional information with respect to the Action and the Settlement are available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or from Class Counsel, who are listed on page \_\_\_ below.

The Court has scheduled a hearing to determine whether to grant final approval of the Settlement and Class Counsel’s motion for an award of Attorneys’ Fees and Expenses and Plaintiffs’ Incentive Awards (the “Fairness Hearing”). The Fairness Hearing, which will take place before the Honorable Indira Talwani, is scheduled for March 7, 2024, at 2:30 p.m., in Courtroom 9 at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300,

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<sup>1</sup> All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in Settlement Agreement dated September 29, 2023, which is available on the Settlement website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

Boston, Massachusetts 02210. If approved, the Settlement will bind you as a member of the Class. You may appear at this hearing and/or object to the Settlement. Any objections to the Settlement, the Plan of Allocation, the request for Attorneys’ Fees and Expenses, or the request for Incentive Awards must be served in writing on the Court. More information about the hearing and how to object is explained on pages \_\_ through \_\_ of this Notice.

**PLEASE READ THIS NOTICE CAREFULLY AND COMPLETELY. IF YOU ARE A MEMBER OF THE CLASS TO WHOM THIS NOTICE IS ADDRESSED, THE SETTLEMENT MAY AFFECT YOUR RIGHTS. YOU ARE NOT BEING SUED IN THIS MATTER. YOU DO NOT NEED TO APPEAR IN COURT, AND YOU DO NOT NEED TO HIRE AN ATTORNEY IN THIS CASE. YOU CAN, IF YOU DESIRE, RETAIN YOUR OWN COUNSEL AT YOUR OWN EXPENSE. IF YOU ARE IN FAVOR OF THE SETTLEMENT, YOU DO NOT NEED TO DO ANYTHING. IF YOU DISAPPROVE, YOU MAY OBJECT TO THE SETTLEMENT UNDER THE PROCEDURES DESCRIBED BELOW AND AS FURTHER DETAILED HEREIN AT PAGE \_\_.**

<p><b>You Can Do Nothing.</b> No Action is Necessary to Receive Payment.</p>	<p>If the Settlement is approved by the Court and you are a member of the Class, you will not need to do anything to receive a payment.</p>
<p><b>You Can Object (by February 15, 2024).</b></p>	<p>You can write to the Court if you do not like the Settlement.</p>
<p><b>You Can Go to a Hearing (on March 7, 2024).</b></p>	<p>If you have submitted written objections, you can also ask to speak in Court about the fairness of the Settlement.</p>

These rights and options – **and the deadlines to exercise them** – are explained in this Notice.

At the Fairness Hearing, the Court will determine whether to approve the Settlement. Payments will be made to authorized members of the Class only if the Court approves the Settlement and that approval is upheld in the event of any appeals. Further information regarding this Action and this Notice may be obtained by contacting Class Counsel, who are:

ROBBINS GELLER  
RUDMAN & DOWD LLP  
Evan J. Kaufman  
58 South Service Rd., Suite 200  
Melville, New York 11747  
Telephone: (631) 367-7100  
E-mail:  
ekaufman@rgrdlaw.com

SQUITIERI & FEARON, LLP  
Lee Squitieri  
305 Broadway, 7th Floor  
New York, New York 10007  
Telephone: (212) 421-6492  
E-mail: lee@sfclasslaw.com

GARDY & NOTIS, LLP  
Orin Kurtz  
150 East 52nd St., 11th Floor  
New York, New York 10022  
Telephone: (212) 905-0509  
E-mail:  
okurtz@gardylaw.com

SANDFORD HEISLER  
SHARP LLP

**Questions? Please visit [www.sfclasslaw.com](http://www.sfclasslaw.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

Charles Field  
2550 Fifth Avenue, Suite 1110  
San Diego, California 92103  
Telephone: (619) 577-4252  
E-mail:  
cfield@sanfordheisler.com

**Questions? Please visit [www.sanfordheisler.com](http://www.sanfordheisler.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

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**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

### **SUMMARY OF CASE**

This is a certified class action on behalf of all participants in GE’s 401(k) Plan, a/k/a the GE Retirement Savings Plan, and its predecessor the GE Savings and Security Program, as well as participants whose accounts were transferred from the GE Retirement Savings Plan and merged into a successor plan created in connection with the spinoff of a GE company (the “Plan”), who invested in the GE Funds between September 26, 2011, to August 3, 2023 (the “Class Period”), and on behalf of the Plan, alleging breach of fiduciary duties of loyalty and prudence and prohibited transactions in violation of the Employee Retirement Income Security Act of 1974, 29 U.S.C. §1001, et seq. (“ERISA”).

As described in more detail in the Second Consolidated Amended Complaint filed on March 9, 2018 (which is the operative complaint and hereafter referred to as the “Complaint”), this Action concerns allegations that Defendants breached fiduciary duties owed to participants and beneficiaries in the Plan during the Class Period. Defendants deny all of the claims made in the Complaint, deny all allegations of wrongdoing, and deny that the Plaintiffs, the Class Members, the Plan, or any of the Plan’s current or former participants suffered any losses. Defendants further maintain that they acted prudently and loyally at all times when acting in any fiduciary capacity with respect to the Plan.

Plaintiffs have alleged that the GE Funds were managed by GEAM, GE’s wholly owned investment management company, until the sale of its assets to State Street Corporation on July 1, 2016. The GE Funds are alleged to have underperformed other comparable funds during the Class Period. The claims are based upon, *inter alia*, the allegations that Defendants did not add better performing comparable funds, remove any of the GE Funds, or replace GEAM as the GE Funds’ manager, which Plaintiffs alleged breached ERISA duties of loyalty and prudence to monitor and remove the allegedly underperforming funds from the Plan.

On March 16, 2020, the Court certified a class of Plan participants who invested in any of the following:

- GE RSP U.S. Equity Fund  
(a/k/a State Street U.S. Core Equity Fund)
- GE RSP Income Fund  
(a/k/a State Street Income Fund)
- GE Institutional International Equity Fund  
(a/k/a State Street Institutional International Equity Fund)
- GE Institutional Strategic Investment Fund  
(a/k/a State Street Institutional Strategic Investment Fund)
- GE Institutional Small Cap Equity Fund  
(a/k/a State Street Institutional Small Cap Equity Fund)

Copies of the Complaint, relevant Court orders, and documents related to the Settlement are available at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

### **SUMMARY OF SETTLEMENT**

GE, GEAM, and/or their respective insurers will contribute, or cause to be contributed, into an Escrow Account \$61,000,000.00 in cash. After payment of Attorneys’ Fees and

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**

**Do not call the Company or the Court as they cannot answer your questions.**

Expenses, Incentive Awards to the Plaintiffs, and Notice and Administration Costs, the amount remaining (the “Net Settlement Fund”) shall be allocated among authorized members of the Class according to a Plan of Allocation to be approved by the Court. The Plan of Allocation is described at \_\_\_\_\_, below.

**STATEMENT OF POTENTIAL OUTCOME OF THE ACTION**

Class Counsel believe Plaintiffs’ claims against Defendants are well grounded in law and fact, and that Defendants breached their fiduciary duties under ERISA. However, as with any litigated case, the Class would face an uncertain outcome if Plaintiffs continued the Action against Defendants. Continuing the Action could result in a judgment or verdict greater or less than the recovery under the Settlement Agreement, or it could result in no recovery at all. In evaluating the Settlement, Class Counsel have considered the range of possible recoveries if the claims against Defendants were adjudicated rather than settled.

Class Counsel believe that this Settlement provides substantial consideration in exchange for the Plaintiffs’ Released Claims in light of the range of probable outcomes. When the Parties mediated the case and agreed to the proposed Settlement, the Parties were preparing for argument on summary judgment motions and were moving towards trial. If the Court had granted Defendants’ motion for summary judgment, it was likely there would have been no recovery for Plaintiffs or the Class. Class Counsel believe that the Settlement is preferable to continuing the Action and is in the best interests of the Class because the Settlement provides certainty to the Class with respect to the amount and timing of recovery and will, if approved, result in the recovery actually being realized substantially sooner than it would be were the Action successfully litigated to a conclusion.

Throughout this Action, Defendants have denied and continue to deny the factual allegations and legal claims asserted by Plaintiffs.

The Parties have concluded that a full and final settlement of the Action on the terms and conditions set forth in the Settlement Agreement is desirable to avoid the costs and risk of further litigation.

**STATEMENT OF ATTORNEYS’ FEES AND EXPENSES SOUGHT IN THE ACTION**

Class Counsel in the Action will file a fee petition with the Court no later than February 1, 2024, in which they will ask the Court to award them attorneys’ fees not in excess of one-third of the Settlement Amount, plus their expenses, and any interest earned thereon. Expenses are estimated not to exceed \$1.7 million. Any Attorneys’ Fees and Expenses awarded by the Court will be deducted from the Settlement Fund.

**WHAT WILL THE PLAINTIFFS GET?**

Plaintiffs will share in the allocation of the money paid to the Plan on the same basis and to the same extent as all other members of the Class. In addition, Class Counsel will petition the Court for Incentive Awards not to exceed \$25,000 for each Plaintiff in recognition of his/her efforts prosecuting this Action for approximately six years on behalf of the Class.

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

## **BASIC INFORMATION**

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

You or someone in your family is or may have been a participant in the Plan, and invested in the GE Funds through an account in the Plan between September 26, 2011 and August 3, 2023, inclusive. The Court ordered this Notice to be sent to you because, if you fall within that group, you have a right to know about the Settlement and about all of your options before the Court decides whether to approve the Settlement. If the Court approves the Settlement, and after any objections and appeals are resolved, the net amount of the Settlement Fund will be allocated among authorized members of the Class according to a Court-approved Plan of Allocation. This Notice package describes the Action, the Settlement, your legal rights, the benefits available, who is eligible for them, and how to get them.

The Court in charge of this case is the United States District Court for the District of Massachusetts. The individuals who sued are called the “Plaintiffs,” and the people and entities they sued are called “Defendants.”

### **2. Why is this case a class action?**

In a class action, one or more plaintiffs called “Class Representatives” sue on behalf of all people who have similar claims. All of the individuals on whose behalf the Class Representatives are suing are “Class Members.” In a class action, one court resolves the issues for all Class Members. In the Preliminary Approval Order scheduling the Fairness Hearing, the Court approved the requested modification of the Class, as certified on March 16, 2020, such that the Class Period ends on August 3, 2023. The Class Representatives in this Action are Plaintiffs, who were participants in the Plan during the Class Period, and are referred to in this Notice as the “Plaintiffs.”

### **3. What is the Action about and what has happened?**

The Complaint seeks equitable and compensatory relief pursuant to Sections 409(a), 502(a)(2), 502(a)(3), and 406(b) of ERISA, specifically the restoration by Defendants to the Plan of losses allegedly caused by Defendants’ alleged breaches of fiduciary duties. The Complaint also seeks costs and attorneys’ fees pursuant to Section 502(g) of ERISA and the common fund doctrine.

In May, June, and July 2023, Class Counsel and Defendants’ Counsel mediated the Action under the supervision of Robert A. Meyer, Esq., a mediator experienced in ERISA and other complex class actions. During the full-day mediation and in ensuing discussions, counsel for the Parties conducted extensive, arm’s-length negotiations concerning a possible compromise and settlement of the Action, eventually resulting in the Parties reaching an agreement-in-principle to settle that was subject to the Parties’ documentation of the Settlement Agreement, as well as approval by the Court.

During August and September 2023, counsel for the Parties negotiated the terms of the Settlement Agreement and related documents. On October 6, 2023, Plaintiffs filed a motion seeking preliminary approval of the Settlement as well as seeking related relief.

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

4. Why is there a settlement?

No final decision has been reached with respect to Plaintiffs' claims against Defendants. Instead, Plaintiffs and Defendants have agreed to a settlement. In reaching the Settlement, they have avoided the costs, risks, uncertainty, time, and disruption of prolonged litigation and trial.

Class Counsel believe the Settlement is in the interests of the Class. The reasons they believe this to be so are described above in the section entitled "Statement of Potential Outcome of the Action."

**WHO IS IN THE SETTLEMENT**

To determine if any of the proceeds of this Settlement will be allocated to you, you first must determine whether you are a member of the Class.

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

All participants in the Plan during the Class Period, who were invested in one or more of the "GE Funds" – *i.e.*, the GE Institutional Strategic Investment Fund (a/k/a State Street Institutional Strategic Investment Fund) ("Strategic Investment Fund"); the GE Institutional Small Cap Equity Fund (a/k/a State Street Institutional Small Cap Equity Fund) ("Small Cap Equity Fund"); the GE Institutional International Equity Fund (a/k/a State Street Institutional International Equity Fund) ("International Equity Fund"); the GE RSP U.S. Equity Fund (a/k/a State Street U.S. Core Equity Fund) ("U.S. Equity Fund"); and the GE RSP Income Fund (a/k/a State Street Income Fund) ("Income Fund") – are members of the Class.

If your account was recently transferred to a successor 401(k) plan created in connection with the spinoff of a GE company and you invested in one or more of the GE Funds during the Class Period, you are a member of the Class.

Please note that the Class Period, now ending August 3, 2023, has been modified from the Court's original certification order which ended at the date of Judgment. This modification was primarily made to ensure that all Class Members receive timely notice. Had the Class Period continued to conclude on the date of Judgment, it would have been possible for an individual to become a Class Member after the Notice was distributed and after the objection deadline passed. In addition, the above exclusions have also been modified from the Court's original certification order because the original certification order excluded fiduciaries of the Plan and GE and GEAM officers and directors after the date of GEAM's sale to State Street Corporation on July 1, 2016, through the date of Judgment, even though Plaintiffs had voluntarily dismissed Defendants who did not serve on fiduciary committees until after July 1, 2016. The exclusions have thus been modified both to provide clarity as to the date range and to be more consistent with Plaintiffs' allegations. The exclusion of "Named Fiduciaries," as opposed to the previously undefined term "fiduciaries" in the original certification order, is similarly intended to provide clarity as to the scope of excluded individuals.

**It is not necessary for you to provide any records. Your claim will be processed and your allocation calculated by the Settlement Administrator.**

Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.  
Do not call the Company or the Court as they cannot answer your questions.

6. Are there exceptions to being included?

Excluded from the Class are (a) Defendants, (b) any Named Fiduciaries of the Plan between September 26, 2011 and July 1, 2016, (c) the officers and directors of GE and GEAM between September 26, 2011 and July 1, 2016, and (d) members of the immediate families and the legal representatives, heirs, successors or assigns of any such excluded party. Please note that these exclusions have been modified from the Court's original certification order because the original certification order excluded fiduciaries of the Plan and GE and GEAM officers and directors after the date of GEAM's sale to State Street Corporation on July 1, 2016, through the date of Judgment, even though Plaintiffs had voluntarily dismissed Defendants who did not serve on fiduciary committees until after July 1, 2016. The exclusions have thus been modified both to provide clarity as to the date range and to be more consistent with Plaintiffs' allegations. The exclusion of "Named Fiduciaries," as opposed to the previously undefined term "fiduciaries" in the original certification order, is similarly intended to provide clarity as to the scope of excluded individuals.

**THE SETTLEMENT BENEFITS**

7. What does the Settlement provide?

The Settlement Amount is \$61,000,000. GE, GEAM, and/or their respective insurers shall contribute, or cause to be contributed, the Settlement Amount into an interest-bearing Escrow Account. The net amount in the Escrow Account, after payment of Court-approved Attorneys' Fees and Expenses, the Incentive Awards, and Notice and Administration Costs (the "Net Settlement Fund"), will be allocated to Class Members according to a Plan of Allocation to be approved by the Court if and when the Court enters an order finally approving the Settlement.

8. How much will an individual payment be?

GE, GEAM, and/or their respective insurers have agreed to pay \$61,000,000 into a Settlement Fund, which will be used to pay Notice and Administration Costs, Attorneys' Fees and Expenses, and Incentive Awards to Plaintiffs (the latter two items requiring Court approval), and payments to Class Members. Under the proposed Plan of Allocation (which is subject to the Court's approval), your share of the Net Settlement Fund will depend on the amount of your investment in the GE Funds in your Plan account during the Class Period. The share of the Net Settlement Fund to be distributed to Class Members will be determined according to the following formula:

A. Your Net Loss Is Calculated

Calculation of payments to individual Class Members. Payments to each Class Member shall be calculated by the Settlement Administrator as follows, based on information provided by the Plan's recordkeeper:

For each Class Member, the Settlement Administrator shall determine a "Settlement Allocation Score." The Settlement Allocation Score shall be calculated as follows:

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
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(a) Each Class Member shall commence with one (1) point for every dollar held in a GE Fund at the beginning of each quarter during the Class Period.

(b) Each Class Member's quarterly points shall then be multiplied by a Factor based on the performance of each of the GE Funds as compared to the Benchmark ("Benchmark Return") for each quarter during the Class Period referred to as a "Fund/Quarter Factor."

(i) The Fund/Quarter Factor shall be represented as a number representing the performance of each GE Fund subtracted from its respective Benchmark Return in each quarter.

(ii) In any quarter in which a GE Fund outperformed relative to the Benchmark, the Fund/Quarter Factor will be negative; in any quarter in which a GE Fund underperformed relative to the Benchmark, the Fund/Quarter Factor will be positive.

(iii) The Benchmarks shall be ETF investments with identical indices as represented by the Hewitt-EnnisKnupp benchmarks. The Income Fund, with benchmark Bloomberg US Aggregate Bond, will use the iShares Core US Aggregate ETF with ticker AGG. The U.S. Equity Fund, with benchmark S&P 500, will use the iShares Core S&P 500 ETF with ticker IVV. The International Equity Fund, with benchmark MSCI EAFE, will use the iShares MSCI EAFE ETF with ticker EFA. The Benchmark for the Strategic Investment Fund will be a blend of the three ETF's defined above, specifically 35% IVV, 25% EFA and 40% AGG.

(iv) For the Small Cap Equity Fund, the Benchmark Return will be assumed to be 0.00 and the corresponding quarterly return of the fund will be assumed to be the negative of one-fourth of the prevailing annual expense ratio times 0.31. The additional factor of 0.31 reflects the percent of the expense ratio earned by GE and excludes the sub-advisory component of the total management fee.

(v) The quarterly returns of the Benchmarks and the GE Funds that will be used to calculate the Fund/Quarter Factors are listed in Table A.

(vi) Each Fund/Quarter Factor is calculated as the Benchmark Return minus the Subject Fund return, and are listed in Table B.

(c) For each quarter, the Settlement Administrator shall calculate a Class Member's quarterly points as follows.

(i) The Settlement Administrator shall determine the Points the Class Member receives for each GE Fund. To do so, the Settlement Administrator shall multiply the amount the Class Member held in each GE Fund by the Factor applicable to that GE Fund in that quarter. This determines the points the Class Member receives for that GE Fund in that quarter.

(ii) The Settlement Administrator shall then add up the Points the Class Member earned for each GE Fund in that quarter. The sum is the total points the Class Member receives for that quarter.

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
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(d) The Settlement Administrator will then add up the total number of Points the Class Member received in each quarter the Class Member held any GE Fund. The larger of this sum and zero is the Class Member's Settlement Allocation Score.

(e) The Settlement Administrator shall calculate each Class Member's Settlement Allocation Score according to the above-described process.

The Settlement Administrator shall determine each Class Member's share of the Net Settlement Fund based on his or her Settlement Allocation Score compared to the sum of all Class Members' Settlement Allocation Scores. Each Class Member's share of the Net Settlement Fund shall be referred to as the "Entitlement Amount."

**Table A**

	INCOME FUND	US EQTY FUND	INT'L FUND	STRATEGIC FUND	SMALL CAP
3/31/12	1.4502	14.5545	12.4068	8.6241	(0.0690)
6/30/12	2.1335	(4.8425)	(6.0413)	(2.1500)	(0.0690)
9/30/12	1.9151	7.1723	7.2261	4.7628	(0.0690)
12/31/12	0.2601	(0.0415)	6.6556	1.3417	(0.0690)
3/31/13	0.0081	11.1435	2.8699	5.0786	(0.0705)
6/30/13	(2.3514)	4.1509	0.4391	0.3249	(0.0705)
9/30/13	0.9747	6.8023	10.3326	5.1445	(0.0705)
12/31/13	0.5330	9.3202	6.7221	5.3556	(0.0705)
3/31/14	2.1099	2.4133	(2.0178)	0.9156	(0.0682)
6/30/14	2.0222	4.9455	1.6020	3.2571	(0.0682)
9/30/14	(0.0066)	1.3957	(4.2877)	(0.7390)	(0.0682)
12/31/14	1.5959	3.9425	(3.1094)	1.3943	(0.0682)
3/31/15	1.8648	0.7962	7.3371	2.4259	(0.0690)
6/30/15	(1.8112)	0.4986	1.0081	(0.0685)	(0.0690)
9/30/15	0.5596	(8.5019)	(12.2280)	(6.0101)	(0.0690)
12/31/15	(0.2342)	5.6917	4.6055	2.7219	(0.0690)
3/31/16	2.7713	(0.9932)	(3.9112)	0.2639	(0.0690)
6/30/16	2.4405	2.2908	(1.2381)	1.5713	(0.0690)
	AGG	IVV	EFA	Custom Blend	Fee
3/31/12	0.2400	12.5500	10.7600	7.1785	-
6/30/12	2.0300	(2.7600)	(7.0400)	(1.9140)	-
9/30/12	1.5200	6.3200	6.9000	4.5450	-
12/31/12	0.2000	(0.3800)	6.5100	1.5745	-
3/31/13	(0.1100)	10.5900	5.1100	4.9400	-

**Questions? Please visit [www.\\_\\_\\_\\_\\_](http://www._____).com or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

	INCOME FUND	US EQTY FUND	INT'L FUND	STRATEGIC FUND	SMALL CAP
6/30/13	(2.4200)	2.9000	(0.9300)	(0.1855)	-
9/30/13	0.5600	5.2300	11.4900	4.9270	-
12/31/13	(0.1800)	10.4900	5.6200	5.0045	-
3/31/14	1.8700	1.8000	0.6100	1.5305	-
6/30/14	2.0600	5.2100	4.1100	3.6750	-
9/30/14	0.1700	1.1200	(5.9300)	(1.0225)	-
12/31/14	1.8200	4.9200	(3.6300)	1.5425	-
3/31/15	1.6300	0.9400	4.8500	2.1935	-
6/30/15	(1.7200)	0.2600	0.6300	(0.4395)	-
9/30/15	1.2200	(6.4400)	(10.2300)	(4.3235)	-
12/31/15	(0.6100)	7.0300	4.6200	3.3715	-
3/31/16	3.0200	1.3400	(2.9900)	0.9295	-
6/30/16	2.2100	2.4400	(1.4000)	1.3880	-

**Table B**

Difference:	INCOME FUND	US EQTY FUND	INT'L FUND	STRATEGIC FUND	SMALL CAP
3/31/12	(1.2102)	(2.0045)	(1.6468)	(1.4456)	0.0690
6/30/12	(0.1035)	2.0825	(0.9987)	0.2360	0.0690
9/30/12	(0.3951)	(0.8523)	(0.3261)	(0.2178)	0.0690
12/31/12	(0.0601)	(0.3385)	(0.1456)	0.2328	0.0690
3/31/13	(0.1181)	(0.5535)	2.2401	(0.1386)	0.0705
6/30/13	(0.0686)	(1.2509)	(1.3691)	(0.5104)	0.0705
9/30/13	(0.4147)	(1.5723)	1.1574	(0.2175)	0.0705
12/31/13	(0.7130)	1.1698	(1.1021)	(0.3511)	0.0705
3/31/14	(0.2399)	(0.6133)	2.6278	0.6149	0.0682
6/30/14	0.0378	0.2645	2.5080	0.4179	0.0682
9/30/14	0.1766	(0.2757)	(1.6423)	(0.2835)	0.0682
12/31/14	0.2241	0.9775	(0.5206)	0.1482	0.0682
3/31/15	(0.2348)	0.1438	(2.4871)	(0.2324)	0.0690
6/30/15	0.0912	(0.2386)	(0.3781)	(0.3710)	0.0690
9/30/15	0.6604	2.0619	1.9980	1.6866	0.0690
12/31/15	(0.3758)	1.3383	0.0145	0.6496	0.0690
3/31/16	0.2487	2.3332	0.9212	0.6656	0.0690
6/30/16	(0.2305)	0.1492	(0.1619)	(0.1833)	0.0690

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.  
Do not call the Company or the Court as they cannot answer your questions.**

**You do not need to submit records concerning your Plan account to receive a payment.** If you are entitled to a share of the Net Settlement Fund, you will receive a statement from the Plan's recordkeeper or the Settlement Administrator showing the amount of your share and how it was calculated. If you have questions regarding the Settlement or the Plan of Allocation, please contact the Settlement Administrator or Class Counsel, who are listed on page \_\_ of this Notice.

**9. How can I get a payment?**

Class Members do not have to submit claim forms in order to receive Settlement benefits.

The benefits of the Settlement will be distributed after the Court approves the Settlement and/or after any appeals have been resolved in favor of the Settlement, either to Class Members' Plan accounts (for current Plan participants) or by check (for former Plan participants, and eligible Beneficiaries and Alternate Payees of Class Members).

Former Plan participants who would prefer to receive their settlement payment through a rollover to a qualified retirement account must complete, sign, and mail the enclosed Former Participant Rollover Form by [10 days after the Fairness Hearing]. If you are a former Plan participant who timely submits a valid Former Participant Rollover Form, the Settlement Administrator will effect a rollover of your share of the Net Settlement Fund to your qualified retirement account that you indicated in that Form after the Settlement has received final approval and/or after any appeals have been resolved in favor of the Settlement.

If you are a former Plan participant and do not complete, sign, and mail a Former Participant Rollover Form, a check in the amount of your share of the Settlement Fund will be issued to you after the Settlement has received final approval and/or after any appeals have been resolved in favor of the Settlement.

**10. When will payments be made?**

The Net Settlement Fund will be allocated to members of the Class pursuant to the Plan of Allocation as soon as possible after the Court grants final approval of the Settlement (and includes the exhaustion of any appeals). Any appeal of the final approval may delay distribution by a year or more. Please be patient.

**There Will Be No Payments if the Settlement Is Terminated**

The Settlement Agreement may be terminated on several grounds, including: (1) if the Court does not approve the Settlement or any material part of it without the Parties' consent; or (2) if the Court's order approving the Settlement is reversed or materially modified on appeal. The Settlement Agreement describes in detail the conditions under which the Settlement may be terminated. In the event any of these conditions occurs, there will be no settlement payment made, and the Action will resume.

**PLAINTIFFS' AND THE CLASS'S RELEASE OF CLAIMS**

**11. What Do I Give Up as a Result of the Settlement?**

The Settlement provides that Plaintiffs and every Class Member shall release all Plaintiffs' Released Claims defined as:

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

any and all claims, actions, demands, rights, obligations, liabilities, damages, attorneys' fees, expenses, costs, and causes of action, whether known or unknown (including Unknown Claims as defined in the Settlement Agreement), whether class, derivative, or individual in nature against any of the Released Parties and Defendants' Counsel:

(a) that were asserted in the Action or Consolidated Actions (including any assertion set forth in the Complaints in each Consolidated Action, the First Amended Complaint, the Second Amended Complaint, or any other submission made by the Class Representatives, their expert witnesses, or Class Counsel in connection with the Action), or could have been asserted in the Action or Consolidated Actions, or that otherwise arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action or Consolidated Actions, whether or not pleaded in the Complaints, the First Amended Complaint, or the Second Amended Complaint, including, but not limited to, those that arise out of, relate to, are based on, or have any connection with: (1) the Class Period selection, retention, and monitoring of the Plan's investment options; (2) the Class Period performance, fees, and other characteristics of the Plan's investment options; (3) the Class Period Plan's fees and expenses, including, without limitation, fees and expenses associated with the nomination, appointment, retention, monitoring, and removal of the Plan's fiduciaries; (4) the Class Period compliance with the Plan's governing documents with respect to the selection, retention, and monitoring of the Plan's investment options; (5) alleged self-dealing or prohibited transactions during the Class Period in relation to the Plan's investment options; and (6) any alleged connection between the GE Funds and the sale of GEAM to State Street Corporation during the Class Period;

(b) that would be barred by *res judicata* based on the Court's entry of the Final Judgment and Order of Dismissal with Prejudice;

(c) that relate to the direction to calculate, the calculation of, and/or the method or manner of the allocation of the Net Settlement Fund pursuant to the Plan of Allocation; or

(d) that relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought by the Independent Fiduciary alone.

(e) Plaintiffs' Released Claims do not include: (i) claims to enforce the Settlement Agreement; (ii) claims for denial of benefits from the Plan other than as may be encompassed in subparagraph (a) above; and (iii) any claims not expressly released in paragraph 1.42 of the Settlement Agreement.

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.  
Do not call the Company or the Court as they cannot answer your questions.**

## PARTICIPATION IN THE SETTLEMENT

### 12. Can I exclude myself from the Settlement?

No. If the Court approves the Settlement, it will do so under Federal Rule of Civil Procedure 23(b)(1), which does not permit Class Members to opt out of the Class. If the Court approves the Settlement, you will be bound by it and will receive whatever benefits you are entitled to under its terms. **Therefore, you will be bound by any judgments or orders that are entered in this Action, and, if the Settlement is approved, you will be deemed to have released Defendants and certain related parties from any and all Plaintiffs' Released Claims.**

Although you cannot opt out of the Settlement, you can object to the Settlement and ask the Court not to approve the Settlement. See the section entitled "How do I tell the Court that I don't like the Settlement?" below.

## THE LAWYERS REPRESENTING YOU

### 13. Do I have a lawyer in the case?

The Court has designated Class Counsel as counsel for the Class. If you want to be represented by your own lawyer, you may hire one at your own expense.

### 14. How will the lawyers be paid?

Class Counsel have pursued this Action on a contingent basis and for six years advanced all expenses necessary to litigate the Action. Class Counsel will file a motion for an award of Attorneys' Fees and Expenses. This motion will be considered at the Fairness Hearing. As previously described, Class Counsel will seek an award of attorneys' fees not to exceed one-third of the Settlement Amount plus their expenses in an amount not to exceed \$1.7 million, including interest earned thereon. Attorneys' Fees and Expenses awarded by the Court will be deducted from the Settlement Fund.

## OBJECTING TO THE SETTLEMENT OR THE ATTORNEY FEES

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

### 15. How do I tell the Court that I don't like the Settlement?

If you are a member of the Class, you can object to the Settlement if you do not like any part of it. You can give reasons why you think the Court should not approve the Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, and/or the Incentive Awards. The Court will consider your views. To object, you must send a letter or other written filing describing your membership in the Class and saying that you object to the Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, and/or the Incentive Awards. Your objection must identify all class actions to which you and your counsel have previously objected. Be sure to include the following case caption and notation: "In re GE ERISA Litigation, 1:17-cv-12123-IT." In addition, your objection must also include your name, address, telephone number, signature, the dates you invested in each of the GE Funds and the reasons you object to the Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, and/or the Incentive Awards, including any legal or evidentiary support. **File the objection with the Clerk of the United States District Court for the District of Massachusetts, John Joseph Moakley U.S.**

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**

**Do not call the Company or the Court as they cannot answer your questions.**

**Courthouse, 1 Courthouse Way, Boston, MA 02210, so that it is *received* by no later than February 15, 2024. If your objection is not timely received, the Court will not consider it.**

Class Members submitting written objections are not required to attend the Fairness Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and expenses, and/or the request for Plaintiffs' Incentive Awards must file a written objection and indicate in the written objection their intention to appear at the hearing.

### **THE COURT'S FAIRNESS HEARING**

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You may attend and you may ask to speak, but it is not necessary.

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

The Court will hold a Fairness Hearing to decide whether to approve the Settlement as fair, reasonable, and adequate. You may attend the Fairness Hearing, and you may ask to speak, but you do not have to attend. The Court has scheduled the Fairness Hearing to be held on March 7, 2024, at 2:30 p.m., at the John Joseph Moakley U.S. Courthouse, 1 Courthouse Way, Suite 2300, Boston, Massachusetts 02210. The Fairness Hearing may be relocated or rescheduled. Please check the Settlement Administrator's website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or contact Class Counsel if you would like to confirm the time and location of the hearing. At that hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to approve the Settlement. The Court will also rule on the motion for Attorneys' Fees and Expenses and the Plaintiffs' Incentive Awards. The hearing may be adjourned at the discretion of the Court without further notice to you except as may be provided on the docket of this Action maintained by the Court.

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

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to voice your objection in person. As long as you mail your written objection, as directed above, so that it is received on time, the Court will consider it when determining whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but attendance is not necessary.

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

Class Members submitting written objections are not required to attend the Fairness Hearing, but any Class Member wishing to be heard orally in opposition to the approval of the Settlement, the Plan of Allocation, the application for an award of attorneys' fees and expenses, and/or the request for Plaintiffs' Incentive Awards must file a written objection and indicate in the written objection their intention to appear at the hearing.

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

**IF YOU DO NOTHING**

19. What happens if I do nothing at all?

If you do nothing and you are a Class Member, you will participate in the Settlement of the Action as described above in this Notice, if the Settlement is approved.

**GETTING MORE INFORMATION**

20. Are there more details about the Settlement?

This Notice summarizes the proposed Settlement. The complete Settlement is set forth in the Settlement Agreement. You may obtain a copy of the Settlement Agreement by viewing or downloading it from the Settlement website at [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

21. How do I get more information?

You can contact Class Counsel listed on page \_\_ above, or visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) for more information regarding the Settlement. Moreover, Class Counsel may be contacted via e-mail at: \_\_\_\_\_.

**[END]**

**Questions? Please visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com) or call 1 (800) \_\_\_\_\_.**  
**Do not call the Company or the Court as they cannot answer your questions.**

# **EXHIBIT A-2**

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

In re GE ERISA LITIGATION	)	Master File No. 1:17-cv-12123-IT
_____	)	
	)	<u>CLASS ACTION</u>
This Document Relates To:	)	
	)	FORMER PARTICIPANT ROLLOVER
ALL ACTIONS.	)	FORM
_____	)	EXHIBIT A-2

**GE ERISA Settlement Administrator**  
**P.O. Box [number]**  
**[City, State, ZIP]**  
**www.\_\_\_\_\_ .com**

**FORMER PARTICIPANT ROLLOVER FORM**

JOHN Q CLASSMEMBER  
123 MAIN ST APT 1  
ANYTOWN, ST 12345

Claim Number: 1111111

This Former Participant Rollover Form is **ONLY** for Class Members who are **Former Participants**, or the beneficiaries or alternate payees of Former Participants (all of whom will be treated as Former Participants). A Former Participant is a Class Member who does not have a Plan account with a balance greater than \$0.00 as of the date of the Preliminary Approval Order.

Former Participants that would like to elect to receive their settlement payment through a rollover to a qualified retirement account must complete, sign, and mail this form with a postmark on or before **10 days before Fairness Hearing, \_\_\_\_\_, 2024**. Please review the instructions below carefully. **Former Participants who do not complete and timely return this form will receive their settlement payment by a check payable to them.** If you have questions regarding this form, you may contact the Settlement Administrator as indicated below:

**www.\_\_\_\_\_ .com** OR CALL [PHONE NUMBER]

**PART 1: INSTRUCTIONS FOR COMPLETING FORMER PARTICIPANT ROLLOVER FORM**

\*\*\*\*\*

1. If you would like to receive your settlement payment through a rollover to a qualified retirement account, complete this rollover form. You should also keep a copy of all pages of your Former Participant Rollover Form, including the first page with the address label, for your records.
2. **Mail your completed Former Participant Rollover Form postmarked on or before 10 days before the Fairness Hearing, on \_\_\_\_\_, 2024, to the Settlement Administrator at the following address:**

**GE Retirement Savings Plan Settlement Administrator**  
**P.O. Box [number]**  
**[City, State, ZIP]**

It is your responsibility to ensure the Settlement Administrator has timely received your Former Participant Rollover Form.

3. Other Reminders:
  - You must provide your date of birth, social security number, signature, and a completed Substitute IRS Form W-9, which is attached as part 5 to this form.
  - If you desire to do a rollover and you fail to complete all of the rollover information in Part 4, below, payment will be made to you by check.

- If you change your address after sending in your Former Participant Rollover Form, please provide your new address to the Settlement Administrator.
- **Timing of Payments to Eligible Class Members.** The timing of the distribution of the settlement payments are conditioned on several matters, including the Court's final approval of the Settlement and any approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval order may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur within six months of the Court's Final Approval Order.

4. **Questions?** If you have any questions about this Former Participant Rollover Form, please call the Settlement Administrator at [phone number]. The Settlement Administrator will provide advice only regarding completing this form and will not provide financial, tax or other advice concerning the Settlement. You therefore may want to consult with your financial or tax advisor. Information about the status of the approval of the Settlement and the Settlement administration is available on the settlement website, [www.\\_\\_\\_\\_\\_.com](http://www._____.com).

You are eligible to receive a payment from a class action settlement. The Court has preliminarily approved the class settlement of *In re GE ERISA Litigation*, Master File No. 1:17-cv-12123-IT (D. Mass.). That settlement provides allocation of monies to the individual accounts of certain persons who participated in the GE Retirement Savings Plan ("Plan") at any time between September 26, 2011 and August 3, 2023 ("Class Members"). Class Members who had a Plan account with a balance greater than \$0.00 during the Class Period but who do not have a Plan account with a balance greater than \$0.00 as of August 3, 2023 ("Former Participants") will receive their allocations in the form of a check or in the form of a rollover if and only if they mail a valid Former Participant Rollover Form postmarked on or before **10 days before Fairness Hearing, \_\_\_\_\_, 2024**, to the Settlement Administrator with the required information to effectuate the rollover. For more information about the Settlement, please see the Notice of Settlement of Class Action, visit [www.\\_\\_\\_\\_\\_.com](http://www._____.com), or call [phone number].

Because you are a Former Participant in the Plan, you must decide whether you want your payment (1) sent payable to you directly by check or (2) to be rolled over into another eligible retirement plan or into an individual retirement account ("IRA"). To elect a rollover, please complete and mail this Former Participant Rollover Form postmarked on or before **10 days before Fairness Hearing, \_\_\_\_\_, 2024**, to the Settlement Administrator. If you do not return this form, your payment will be sent to you directly by check.

**PART 2: PARTICIPANT INFORMATION**

First Name	Middle	Last Name
<input type="text"/>	<input type="text"/>	<input type="text"/>
Mailing Address		
<input type="text"/>		
City	State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>
Home Phone	Work Phone or Cell Phone	
<input type="text"/>	<input type="text"/>	
Participant's Social Security Number	Participant's Date of Birth	
<input type="text"/>	<input type="text"/>	
Email Address	M M	D D Y Y Y Y
<input type="text"/>		

[FORMER PARTICIPANT ROLLOVER FORM CONTINUES ON THE NEXT PAGE]

**PART 3: BENEFICIARY OR ALTERNATE PAYEE INFORMATION (IF APPLICABLE)**

Check here if you are the **surviving spouse or other beneficiary** for the Former Participant and the Former Participant is deceased. **Documentation must be provided showing your current authority to file on behalf of the deceased.** Please complete the information below and then continue on to Parts 4 and 5 on the next page.

Check here if you are an alternate payee under a qualified domestic relations order (QDRO). The Settlement Administrator may contact you with further instructions. Please complete the information below and then continue on to Parts 4 and 5 on the next page.

First Name		Middle		Last Name
<input type="text"/>				

Mailing Address

City		State	Zip Code
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Home Phone	Work Phone or Cell Phone
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>

Participant's Social Security Number	Participant's Date of Birth
<input type="text"/> - <input type="text"/> - <input type="text"/>	<input type="text"/> - <input type="text"/> - <input type="text"/>

Email Address

M M    D D    Y Y Y Y

**PART 4: PAYMENT ELECTION**

**Direct Rollover to an Eligible Plan** – Check only one box below and complete the Rollover Information Section below:

- Government 457(b)                       401(a)/401(k)                       403(b)
- Direct Rollover to a Traditional IRA       Direct Rollover to a Roth IRA (subject to ordinary income tax)

**Rollover Information:**

Company or Trustee's Name (to whom the check should be made payable)

--

Company or Trustee's Mailing Address 1

--

Company or Trustee's Mailing Address 2

--

Company or Trustee's City

--

State

--	--

Zip Code

--	--	--	--

Your Account Number

--

Company or Trustee's Phone Number

	-		-	
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**PART 5: SIGNATURE, CONSENT, AND SUBSTITUTE IRS FORM W-9**

UNDER PENALTIES OF PERJURY UNDER THE LAWS OF THE UNITED STATES OF AMERICA, I CERTIFY THAT ALL OF THE INFORMATION PROVIDED ON THIS FORMER PARTICIPANT ROLLOVER FORM IS TRUE, CORRECT, AND COMPLETE AND THAT I SIGNED THIS FORMER PARTICIPANT ROLLOVER FORM.

1. The Social Security number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. person (including a U.S. resident alien).

\_\_\_\_\_

Participant Signature

M M	D D	Y Y Y Y
_____	_____	_____
_____ - _____ - _____		

Date Signed (Required)

Note: If you are subject to backup withholding, you must cross out item 2 above. The IRS does not require your consent to any provision of this document other than this Form W-9 certification to avoid backup withholding.