

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE E. JAFFE PENSION PLAN, On)	Lead Case No. 02-C-5893
Behalf of Itself and All Others Similarly)	(Consolidated)
Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	Honorable Jorge L. Alonso
HOUSEHOLD INTERNATIONAL, INC., et)	
al.,)	
Defendants.)	
_____)	

STIPULATION OF SETTLEMENT

This Stipulation of Settlement dated as of June 17, 2016 (the “Stipulation”), is made and entered into by and among: (i) Lead Plaintiffs Glickenhau & Co. (“Glickenhau”), PACE Industry Union-Management Pension Fund (“PACE”) and International Union of Operating Engineers Local No. 132 Pension Plan (“IUOE”) (on behalf of themselves and each of the Class Members), by and through their counsel of record in the Litigation (as defined herein); and (ii) Defendants Household International, Inc. (“Household”), William F. Aldinger (“Aldinger”), David A. Schoenholz (“Schoenholz”) and Gary Gilmer (“Gilmer”), by and through their counsel of record in the Litigation. The Stipulation is intended to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), subject to the approval of the Court and the terms and conditions set forth in this Stipulation.

I. THE LITIGATION

On August 19, 2002, Lawrence E. Jaffe Pension Plan initiated an action in the United States District Court for the Northern District of Illinois, Eastern Division, by complaint styled as *Lawrence E. Jaffe Pension Plan v. Household International, Inc. et al.*, Lead Case No. 02-C-5893, alleging violations of the federal securities laws and naming as defendants Household, Chief Executive Officer William F. Aldinger, Chief Financial Officer David A. Schoenholz and outside auditor Arthur Andersen (the “Jaffe Complaint”). Dkt. No. 1. The Jaffe Complaint brought claims on behalf of all persons who purchased Household securities between October 23, 1997 and August 14, 2002. Thereafter, a number of similar, related, class action complaints were filed. In all, a total of 7 actions involving similar claims were filed. On December 9, 2002, these cases were consolidated by Court order. Dkt. No. 33. On December 18, 2002, the Court entered an order granting the Glickenhau Institutional Group’s motion for appointment as lead plaintiffs. Dkt. No. 38. Robbins Geller was appointed as lead counsel, and Miller Law as liaison counsel.

On March 13, 2003, Plaintiffs filed the Consolidated Complaint which included claims for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and §§11, 12(a)(2) and 15 of the Securities Act of 1933, and which added defendant Gary Gilmer. The Consolidated Complaint asserted claims on behalf of all persons who purchased or otherwise acquired securities of Household during the period from October 23, 1997 to October 11,

2002. On May 13, 2003, Defendants moved to dismiss the Consolidated Complaint. On March 19, 2004, the Court entered an Order granting in part and denying in part Defendants' motions to dismiss the Consolidated Complaint. Dkt. No. 135.

By order entered December 3, 2004, the Court certified a class (the "Class") with the Class defined as follows: all Persons who purchased or otherwise acquired the securities of Household during the period between October 23, 1997 and October 11, 2002.

On June 30, 2005, the Household Defendants filed a motion to dismiss pursuant to the Seventh Circuit's decision in *Foss v. Bear, Stearns Co.*, 394 F.3d 540 (7th Cir. 2005). Dkt. No. 243. On February 28, 2006, following briefing on Defendants' motion, the Court granted Defendants' motion, dismissing Plaintiffs' §10(b) claims that arose prior to July 30, 1999. Dkt. No. 434.

On August 16, 2005, the parties filed a Joint Motion and [Proposed] Order for Entry of Modification to Stipulation and Order Regarding Class Action Certification Entered December 3, 2004. Dkt. No. 277. Under the terms of the modified stipulation, the parties agreed that Defendants would waive their right to decertify in part the Class as set forth in the stipulation. The parties also requested that the Court direct that notice be sent to the Class. On August 22, 2005, the Court entered an order approving the parties' modification to the stipulation and order regarding class certification. Dkt. No. 287.

On June 16, 2005, Plaintiffs and Arthur Andersen reached a settlement, pursuant to which Arthur Andersen agreed to pay cash consideration of \$1,500,000. On January 31, 2006, a notice was sent to Class Members informing them of the Arthur Andersen settlement, of the certification of the Class, and notifying Class Members of the right to be excluded from the litigation. On March 30, 2006, Lead Plaintiffs filed a motion for final approval of the settlement with Arthur Andersen. Dkt. No. 452. On April 6, 2006, the Court approved the settlement, entering final judgment and an order of dismissal with prejudice as to Arthur Andersen. Dkt. No. 485.

A six (6) week jury trial of the Litigation commenced on March 30, 2009 against Defendants Household, Aldinger, Schoenholz and Gilmer (the "Trial Defendants") on behalf of all purchasers of Household stock from July 30, 1999 through October 11, 2002. On May 7, 2009, the jury rendered a verdict in the case. The jury found that the Trial Defendants did not violate the federal securities

laws for statements made during the time period of July 30, 1999 through March 22, 2001. Plaintiffs did not appeal this determination. For Class Members who purchased Household common stock during that time frame, there is no recovery. The jury found that the Trial Defendants did violate the federal securities laws for certain public statements regarding Household made in connection with purchases of Household common stock from March 23, 2001 through October 11, 2002. The jury also awarded per share damages for each trading day during this period.

On November 22, 2010, the Court entered an Order creating the protocol for Phase II of this case. Dkt. No. 1703. On January 10, 2011, the Court approved a Notice of Verdict to be sent to all persons who purchased or otherwise acquired the common stock of Household between October 23, 1997 and October 11, 2002. In light of the Court's rulings and the jury's verdict, only persons who purchased or otherwise acquired Household common stock between March 23, 2001 and October 11, 2002 were entitled to a recovery. After the submission of claims and the claims administration process was completed, the claims administrator filed reports with the Court on December 22, 2011 identifying potentially valid claims and claims that were rejected. Thereafter, the Court allowed defendants to object to any potentially valid claims. Defendants' objections were filed on February 27, 2012, and plaintiffs responded to these objections on March 28, 2012. The Court also required all class members to answer the "reliance question," which was set forth on page five (5) of the Proof of Claim Form. Persons who failed to answer the reliance question, either in 2011 as part of the claims process or, thereafter, during a second opportunity provided by the Court in 2013, had their claims rejected.

On October 17, 2013, the Court entered a partial final judgment pursuant to Fed. R. Civ. P. 54(b) in the amount of \$1,476,490,844.21 plus prejudgment interest in the amount of \$986,408,772.00, for a total amount of \$2,462,899,616.21, along with post-judgment interest and taxable costs. Dkt. No. 1898.

Defendants filed a notice of appeal on October 17, 2013. The appeal was fully briefed on April 11, 2014. On appeal, defendants raised issues with respect to three elements: loss causation, the Court's instruction on what it means to "make" a false statement, and reliance. On May 21, 2015, the Court of Appeals reversed the judgment and remanded the case for a new trial on three

issues: (1) loss causation; (2) damages; and (3) whether the three Individual Defendants “made” certain statements under the Supreme Court’s decision in *Janus Capital Group, Inc. v. First Derivative Traders*, 131 S. Ct. 2296 (2011). In addition, the Court of Appeals held that the new jury would need to reapportion liability in light of the *Janus* issue described above. A new trial was scheduled to begin on June 6, 2016, before the Honorable Jorge L. Alonso.

On February 24, 2016, each of the Individual Defendants filed motions for partial summary judgment regarding whether they “made” certain of the statements at issue. Dkt. Nos. 2106, 2110, 2112. The parties subsequently reached a stipulation regarding which Individual Defendants “made” which statements, and the stipulation was submitted to the Court on March 16, 2016, together with a motion to withdraw the Individual Defendants’ motions for partial summary judgment. Dkt. No. 2122. The Court granted that motion on March 17, 2016. Dkt. No. 2123.

The parties have engaged in mediation sessions in May 2005, May 2008, June 2011, June 2014; before this Court on August 22, 2005; and in the Seventh Circuit’s mediation program in December 2013 and January 2014. At various times during the course of the Litigation, the parties engaged the services of Judge Layn R. Phillips (Ret.), a nationally recognized mediator. The parties engaged in numerous telephonic mediation sessions with Judge Phillips during 2016 regarding a potential settlement of the Litigation. On June 5, 2016, Judge Phillips issued a mediator’s proposal to settle the Litigation for \$1,575,000,000.00. The parties accepted Judge Phillips’ mediator’s proposal to settle the Litigation for that amount on June 6 subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

II. DEFENDANTS’ DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs in the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other allegations, the allegations that the Plaintiffs or the Class have suffered any damage, that the price of Household common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Plaintiffs or the Class were harmed by

the conduct alleged in the Complaint. Defendants believe that the evidence developed to date supports their position that they acted properly at all times and that the Litigation is without merit.

Nonetheless, Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in this Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Litigation. Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in this Stipulation.

III. PLAINTIFFS' CLAIMS AND THE BENEFITS OF SETTLEMENT

Plaintiffs believe that the claims asserted in the Litigation have merit, as evidenced by the verdict of the first jury in May 2009. However, Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through a second trial and through further appeals. Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Litigation. Plaintiffs and their counsel believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and their counsel have determined that the settlement set forth in the Stipulation is in the best interests of Plaintiffs and the Class.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (for themselves and the Class Members) and the Defendants, by and through their respective counsel or attorneys of record, that, subject to the approval of the Court, the Litigation and the Released Claims shall be finally and fully compromised, settled, and released, and the Litigation shall be dismissed with prejudice, as to all Settling Parties, upon and subject to the terms and conditions of the Stipulation, as follows.

1. Definitions

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

1.1 “Authorized Claimant” means any Class Member whose claim for recovery has not been excluded pursuant to the terms of the Stipulation and previous orders in this case.

1.2 “Claims Administrator” means the firm of Gilardi & Co. LLC.

1.3 “Class” means all Persons (other than those Persons and entities who timely and validly requested exclusion from the Class) who purchased or otherwise acquired the common stock of Household during the period between October 23, 1997 October 11, 2002. Excluded from the Class are Defendants herein, members of Defendants’ immediate families, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party.

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

1.5 “Class Period” means the period commencing on October 23, 1997 through and including October 11, 2002.

1.6 “Defendants” means Household International, Inc., now known as HSBC Finance Corporation, and the Individual Defendants. A Defendant shall be deemed to have a “controlling interest” in an entity if such Defendant has a beneficial ownership interest, directly or indirectly, in more than 50% of the total outstanding voting power of any class or classes of capital stock, or more than 50% of the partnership interests, of such entity.

1.7 “Effective Date,” or the date upon which this settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

1.8 “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its successor(s).

1.9 “Final” means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B attached hereto, shall occur: (i) the expiration

of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the settlement substantially in accordance with the terms and conditions of this Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this settlement, but shall not include any appeal which concerns only the issue of Plaintiffs’ attorneys’ fees and expenses, Plaintiffs’ reimbursement, the Plan of Allocation of the Settlement Fund, as hereinafter defined, or the procedures for determining Authorized Claimants’ recognized claims.

1.10 “Individual Defendants” means William F. Aldinger, David A. Schoenholz and Gary Gilmer.

1.11 “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached hereto as Exhibit B.

1.12 “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, Michael J. Dowd, Spencer A. Burkholz, Daniel S. Drosman, Luke O. Brooks and Maureen E. Mueller, 655 W. Broadway, Suite 1900, San Diego, CA 92101.

1.13 “Lead Plaintiff” or “Plaintiffs” means Glickenhau & Co., PACE Industry Union-Management Pension Fund and International Union of Operating Engineers Local No. 132 Pension Plan.

1.14 “Litigation” means the consolidated actions under case number 02-C-5893.

1.15 “Household” means Household International, Inc., now known as HSBC Finance Corporation.

1.16 “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees, costs, expenses, and interest and any award to Plaintiffs, provided for herein or approved by the Court and

less Notice and Administration expenses, Taxes and Tax Expenses, and other Court-approved deductions.

1.17 “Person” means an individual, corporation, partnership, limited partnership, 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 spouses, heirs, predecessors, successors, representatives, or assignees.

1.18 “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund. Any Plan of Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

1.19 “Related Parties” means each of a Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Individual Defendant’s immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant’s family.

1.20 “Released Claims” shall collectively mean any and all claims, demands, rights, liabilities, and causes of action under federal or state law (including without limitation the Securities Act of 1933 and the Securities Exchange Act of 1934), whether based upon statutory or common law, whether class or individual in nature, known or unknown, concealed or hidden, and that (i) were asserted in the Litigation; or (ii) could have been asserted in the Litigation by any Lead Plaintiff or Class Member against any Defendant arising from any losses sustained on the purchase of Household Common Stock during the Class Period. The settlement will not be conditioned upon the obtaining of or any judicial approval of any releases between or among the Defendants and/or any third parties. No such releases will be contained in the Stipulation or referred to in the Final Judgment approving the settlement. “Released Claims” includes “Unknown Claims” as defined in ¶1.26 hereof.

1.21 “Released Persons” means each and all of the Defendants and their Related Parties.

1.22 “Settlement Amount” means One Billion Five Hundred and Seventy-Five Million Dollars (\$1,575,000,000.00) in cash to be paid by either wire transfer or check to the Escrow Agent pursuant to ¶2.1 of this Stipulation.

1.23 “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

1.24 “Settling Parties” means, collectively, the Defendants, Plaintiffs and the Class.

1.25 “Tax” or “Taxes” means any and all taxes, fees levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding ad valorem, stamp, transfer, value added or gains taxes; license registration and documentation fees; and customs duties, tariffs, and similar charges.

1.26 “Unknown Claims” means any Released Claims which Plaintiffs or Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law,

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

2. The Settlement

a. The Settlement Fund

2.1 HSBC Holdings, PLC will cause Household International, Inc., or its successors, to pay the Settlement Amount by check or wire transfer in accordance with instructions to be provided by the Escrow Agent within fourteen (14) calendar days after the occurrence of the later of: (a) the entry of an order granting preliminary settlement approval; and (b) the receipt by Defendants' counsel of a tax identification number and wire instructions for the account established by the Escrow Agent for the Settlement Fund. If the entire Settlement Amount is not timely paid to the Escrow Agent, Lead Counsel may terminate the settlement only if (i) Lead Counsel have notified Defendants' counsel in writing of Lead Counsel's intention to terminate the settlement, and (ii) the entire Settlement Amount is not transferred to the Escrow Agent within three (3) calendar days after Lead Counsel have provided such written notice. The Escrow Agent shall deposit the Settlement Amount plus any accrued interest in a segregated escrow account maintained by the Escrow Agent.

b. The Escrow Agent

2.2 The Escrow Agent shall invest the Settlement Amount deposited pursuant to ¶2.1 hereof in short term United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund. Defendants shall have no responsibility for, or liability with respect to, the investment of the Settlement Fund.

2.3 The Escrow Agent shall not disburse the Settlement Fund except as provided in the Stipulation, by an order of the Court, or with the written agreement of counsel for Defendants.

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

2.5 This is not a claims made settlement. As of the Effective Date, neither Defendants nor any other person who paid any portion of the Settlement Amount on any of their behalves, shall have any right to the return of the Settlement Fund or any portion thereof.

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

2.7 Without further order of the Court, the Settlement Fund may be used by Lead Counsel to pay reasonable costs and expenses actually incurred in connection with providing notice to the Class, locating Class Members, administering and distributing the Settlement Fund to Authorized Claimants, processing Proof of Claim and Release forms, and paying escrow fees and costs, if any (“Notice and Administration Expenses”).

c. Taxes

2.8 (a) The Settling Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In

addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶2.8, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶2.8(a) hereof) shall be consistent with this ¶2.8 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶2.8(c) hereof.

(c) All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon the Released Persons or their counsel with respect to any income earned by the Settlement Fund for any period during which the Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this ¶2.8 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶2.8) (“Tax Expenses”), shall be paid out of the Settlement Fund; in all events the Released Persons and their counsel shall have no liability or responsibility for the Taxes or the Tax Expenses. The Escrow Agent, through the Settlement Fund, shall indemnify and hold each of the Released Persons and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the

Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)); neither the Released Persons nor their counsel are responsible nor shall they have any liability for any Taxes or Tax Expenses. The parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶2.8.

d. Termination of Settlement

2.9 In the event that the Stipulation is not approved or the Stipulation is terminated, canceled, or fails to become effective for any reason, the Settlement Fund less Notice and Administration Expenses and Taxes or Tax Expenses paid, incurred, or due and owing in connection with the settlement provided for herein, shall be refunded pursuant to written instructions from counsel to the Defendants in accordance with ¶7.3 herein.

3. Preliminary Approval Order and Settlement Hearing

3.1 Promptly after execution of the Stipulation, Lead Counsel shall submit the Stipulation together with its Exhibits to the Court and shall apply for entry of an order (the “Preliminary Approval Order”), substantially in the form of Exhibit A attached hereto, requesting, *inter alia*, the preliminary approval of the settlement set forth in the Stipulation, and approval for the mailing of a settlement notice (the “Notice”) and publication of a summary notice, substantially in the forms of Exhibits A-1 and A-2 attached hereto. The Notice shall include the general terms of the settlement set forth in the Stipulation, the proposed Plan of Allocation, the general terms of the Fee and Expense Application, as defined in ¶6.1 hereof, and the date of the Settlement Hearing as defined below.

3.2 Lead Counsel shall request that after notice is given, the Court hold a hearing (the “Settlement Hearing”) and approve the settlement of the Litigation as set forth herein. At or after the Settlement Hearing, Lead Counsel also will request that the Court approve the proposed Plan of

Allocation and the Fee and Expense Application and Plaintiffs' request for reimbursement of expenses, if any.

4. Releases

4.1 Upon the Effective Date, as defined in ¶1.7 hereof, Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executed and delivered the Proof of Claim or shares in the Settlement Fund. Claims to enforce the terms of this Stipulation are not released. Plaintiffs acknowledge, and Class Members shall be deemed by operation of the Judgment to have acknowledged, that the release of Defendants and their Related Parties is a key element of the settlement of which this release is a part.

4.2 Upon the Effective Date, as defined in ¶1.7 hereof, all Class Members and anyone claiming through or on behalf of any of them, will be forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, or administrative forum, asserting the Released Claims against any of the Released Persons.

4.3 Upon the Effective Date, as defined in ¶1.7 hereof, each of the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, and Plaintiffs' counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims. Claims to enforce the terms of this Stipulation are not released.

5. Administration and Calculation of Claims, Final Awards and Supervision and Distribution of the Settlement Fund

5.1 The Claims Administrator, subject to the supervision and direction of the Court, has previously calculated the claims submitted by Class Members and shall oversee distribution of the Net Settlement Fund to Authorized Claimants.

5.2 The Settlement Fund shall be applied as follows:

(a) to pay all Notice and Administration Expenses, including the costs and expenses reasonably and actually incurred in connection with providing notice, locating Class Members, administering and distributing the Net Settlement Fund to Authorized Claimants, and paying escrow fees and costs, if any;

(b) to pay the Taxes and Tax Expenses described in ¶2.8 hereof;

(c) to pay attorneys' fees and expenses of counsel to the Plaintiffs (the "Fee and Expense Award"), and to reimburse Plaintiffs for their expenses, if and to the extent allowed by the Court; and

(d) after the Effective Date, to distribute the balance of the Settlement Fund (the "Net Settlement Fund") to Authorized Claimants as allowed by the Stipulation, the Plan of Allocation, or the Court.

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

5.4 Each person claiming to be an Authorized Claimant was required to submit a Proof of Claim, on or before May 24, 2011. Certain late claims were accepted by plaintiffs' counsel, if they were received before the claims administrator's reports to the Court were filed on December 22, 2011.

5.5 All Class Members who (1) did not submit a valid Proof of Claim form in 2011; (2) did not answer the reliance question, as required, in 2011-2013; or (3) did not respond to discovery propounded by Defendants in 2014 on claimants who responded "Yes" to the reliance question shall be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Judgment. Such Class Members shall also be barred from receiving any payments from the Net Settlement Fund, except as otherwise ordered by the Court with respect to Net Settlement Fund allocations.

5.6 The Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with the Plan of Allocation set forth in the Notice and approved by the

Court. If there is any balance remaining in the Net Settlement Fund after a reasonable time from the date of the initial distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks or otherwise), Lead Counsel shall, if feasible, reallocate such balance among Authorized Claimants in an equitable and economic fashion. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is a *de minimis* amount that can no longer be distributed to Authorized Claimants. Thereafter, any balance which still remains in the Net Settlement Fund shall be donated to an appropriate non-profit organization, subject to the consent and approval of the parties.

5.7 The Defendants and their Related Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Defendants or their Related Parties with respect to the matters set forth in ¶¶5.1-5.9 hereof; and the Class Members, Plaintiffs, and Lead Counsel release the Defendants and their Related Parties from any and all liability and claims arising from or with respect to the investment or distribution of the Settlement Fund.

5.8 No Person shall have any claim against Plaintiffs, Plaintiffs' counsel or the Claims Administrator, or any other Person designated by Lead Counsel based on distributions made substantially in accordance with the Stipulation and the settlement contained herein, the Plan of Allocation, or further order(s) of the Court.

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

6. Plaintiffs' Counsel's Attorneys' Fees and Expenses

6.1 Lead Counsel may submit an application or applications (the "Fee and Expense Application") for: (a) an award of attorneys' fees; plus (b) expenses incurred in connection with prosecuting the Litigation; plus (c) any interest on such attorneys' fees and expenses at the same rate and for the same periods as earned by the Settlement Fund (until paid) as may be awarded by the Court. Lead Counsel reserve the right to make additional applications for fees and expenses incurred.

6.2 The fees, expenses, and interest, as awarded by the Court, shall be paid to Lead Counsel, as ordered, immediately after the Court executes the Judgment and an order awarding such fees and expenses. Lead Counsel may thereafter allocate the attorneys' fees among other Plaintiffs' counsel in a manner in which they in good faith believe reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Litigation. The Court will retain jurisdiction to decide any disputes related to any allocation.

6.3 In the event that the Effective Date does not occur, or the Judgment or the order making the Fee and Expense Award is reversed or modified, or the Stipulation is canceled or terminated for any other reason, and in the event that the Fee and Expense Award has been paid to any extent, and such reversal, modification, cancellation or termination becomes final, then (a) Lead Counsel with respect to the entire Fee and Expense Award, and (b) such of Plaintiffs' counsel who have received any portion of the Fee and Expense Award shall within five (5) business days from receiving notice from the Defendants' counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such fees and expenses previously paid to them from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal, modification, cancellation or termination. Each such Plaintiffs' counsel's law firm receiving fees and expenses, as a condition of receiving such fees and expenses, on behalf of itself and each partner and/or shareholder of it, agrees that the law firm and its partners and/or shareholders are subject to the jurisdiction of the Court for the purpose of enforcing the provisions of this paragraph.

6.4 Plaintiffs may submit an application for reimbursement of their time and expenses incurred in the prosecution of the Litigation. However, in the event that the Effective Date does not occur, or the judgment or the order approving Plaintiffs' application for reimbursement of their time and expenses is reversed or modified, or the Stipulation is canceled or terminated for any other reason, and such reversal, modification, cancellation or termination becomes final, then each Plaintiff shall within five (5) business days from receiving notice from Defendants' counsel or from a court of appropriate jurisdiction, refund to the Settlement Fund such reimbursement for time and expenses previously paid to it from the Settlement Fund plus interest thereon at the same rate as earned on the Settlement Fund in an amount consistent with such reversal, modification, cancellation or termination.

6.5 The procedure for and the allowance or disallowance by the Court of any applications by any Plaintiffs' counsel for attorneys' fees and expenses, or the expenses of the Plaintiffs, to be paid out of the Settlement Fund, are not part of the settlement set forth in the Stipulation, and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness and adequacy of the settlement set forth in the Stipulation, and any order or proceeding relating to the Fee and Expense Application, or Plaintiffs' expense application, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment approving the Stipulation and the settlement of the Litigation set forth therein.

6.6 Defendants and their Related Parties shall have no responsibility for any payment of attorneys' fees and expenses to Plaintiffs' counsel over and above payment out of the Settlement Fund.

6.7 Defendants and their Related Parties shall have no responsibility for the allocation among Plaintiffs' counsel, and/or any other Person who may assert some claim thereto, of any Fee and Expense Award that the Court may make in the Litigation.

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

7.1 The Effective Date of the Stipulation shall be conditioned on the occurrence of all of the following events:

- (a) Defendants have timely made or caused to be made their contributions to the Settlement Fund, as required by ¶2.1 hereof;
- (b) the Court has entered the Preliminary Approval Order, as required by ¶3.1 hereof;
- (c) the Court has entered the Judgment, or a judgment substantially in the form of Exhibit B attached hereto; and
- (d) the Judgment has become Final, as defined in ¶1.9 hereof.

7.2 Upon the Effective Date, any and all remaining interest or right of the Defendants or the Defendants' insurers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished. If the conditions specified in ¶7.1 hereof are not met, then the Stipulation shall be canceled and terminated subject to ¶7.3 hereof unless Lead Counsel and counsel for the Defendants mutually agree in writing to proceed with the Stipulation.

7.3 Unless otherwise ordered by the Court, in the event the Stipulation shall terminate, or be canceled, or shall not become effective for any reason, within five (5) business days after written notification of such event is sent by counsel for the Defendants or Lead Counsel to the Escrow Agent, the Settlement Fund, less expenses which have either been disbursed pursuant to ¶¶2.7 and 2.8 hereof, or are chargeable to the Settlement Fund pursuant to ¶¶2.7 and 2.8 hereof, shall be refunded by the Escrow Agent directly to the entities that provided the funds based on their pro rata contribution to the Settlement Amount. The Escrow Agent or its designee shall apply for any tax refund owed on the Settlement Amount and pay the proceeds, after deduction of any fees or expenses incurred in connection with such application(s) for refund, directly to the entities that provided the funds based on their pro rata contribution to the Settlement Amount.

7.4 In the event that the Stipulation is not approved by the Court or the settlement set forth in the Stipulation is terminated or fails to become effective in accordance with its terms, the

Settling Parties shall be restored to their respective positions in the Litigation as of June 5, 2016. In such event, the terms and provisions of the Stipulation, with the exception of ¶¶1.1-1.26, 2.6-2.9, 6.3-6.4, 7.3-7.5, and 8.3-8.4 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in this Litigation or in any other proceeding for any purpose, and any judgment or order entered by the Court in accordance with the terms of the Stipulation shall be treated as vacated, *nunc pro tunc*. No order of the Court or modification or reversal on appeal of any order of the Court concerning the Plan of Allocation or the amount of any attorneys' fees, costs, expenses, and interest awarded by the Court to any of Plaintiffs' counsel or expenses to the Plaintiffs shall operate to terminate or cancel this Stipulation or constitute grounds for cancellation or termination of the Stipulation.

7.5 If the Effective Date does not occur, or if the Stipulation is terminated pursuant to its terms, neither Plaintiffs nor any of their counsel shall have any obligation to repay any amounts disbursed pursuant to ¶¶2.7 or 2.8. In addition, any expenses already incurred pursuant to ¶¶2.7 or 2.8 hereof at the time of such termination or cancellation but which have not been paid, shall be paid by the Escrow Agent in accordance with the terms of the Stipulation prior to the balance being refunded in accordance with ¶¶2.9 and 7.3 hereof.

7.6 In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of any other defendant, then, at the election of Lead Counsel, as to the defendant as to whom such order applies, the settlement may be terminated and the releases given and the judgment entered in favor of such defendant pursuant to the settlement shall be null and void. In such instance, the releases given and the Judgments entered in favor of other defendants shall remain in full force and effect. Alternatively, Lead Counsel may elect to terminate the entire settlement as to all defendants and all of the releases given and the judgments entered in favor of the

defendants pursuant to the settlement shall be null and void and plaintiff(s) may proceed as if the settlement were never entered into.

8. Miscellaneous Provisions

8.1 The Settling Parties (a) acknowledge that it is their intent to consummate this agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of the Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of the Stipulation.

8.2 The Settling Parties intend this settlement to be a final and complete resolution of all disputes between them with respect to the Litigation. The settlement compromises claims which are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Final Judgment will contain a finding that, during the course of the Litigation, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11. The Settling Parties agree that the Settlement Amount and the other terms of the settlement were negotiated in good faith by the Settling Parties, and reflect a settlement that was reached voluntarily after consultation with competent legal counsel. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum that the Litigation was brought or defended in bad faith or without a reasonable basis.

8.3 Neither this Stipulation nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Defendants and/or their respective Related Parties may file this Stipulation and/or the Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on

principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

8.4 All agreements made and orders entered during the course of the Litigation relating to the confidentiality of information shall survive this Stipulation.

8.5 All of the Exhibits to the Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

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

8.7 The Stipulation and the Exhibits attached hereto constitute the entire agreement among the parties hereto and no representations, warranties or inducements have been made to any party concerning the Stipulation or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own costs.

8.8 Lead Counsel, on behalf of the Class, is expressly authorized by the Plaintiffs to take all appropriate action required or permitted to be taken by the Class pursuant to the Stipulation to effectuate its terms and also are expressly authorized to enter into any modifications or amendments to the Stipulation on behalf of the Class which they deem appropriate.

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

8.10 The Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court.

8.11 The Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

8.12 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Stipulation, and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Stipulation.

8.13 This Stipulation and the Exhibits hereto shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the State of Illinois, and the rights and obligations of the parties to the Stipulation shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Illinois without giving effect to that State's choice-of-law principles.

IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed, by their duly authorized attorneys, dated as of June 17, 2016.

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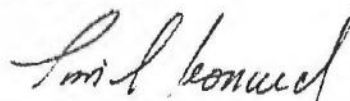


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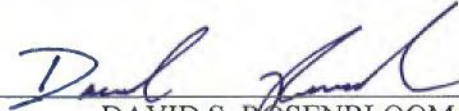
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Attorneys for Defendant Gary Gilmer

CERTIFICATE OF SERVICE

I hereby certify that on June 20, 2016, I authorized the electronic filing of the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the e-mail addresses for counsel of record denoted on the attached Service List.

I certify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on June 20, 2016.

s/ Michael J. Dowd
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Jaffe v. Household Int'l, Inc., No. 02-5893 (N.D. Ill.)
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INDEX OF EXHIBITS TO STIPULATION OF SETTLEMENT

<u>DOCUMENT</u>	<u>EXHIBIT</u>
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Notice of Proposed Settlement of Class Action	A-1
Summary Notice	A-2
[Proposed] Final Judgment and Order of Dismissal with Prejudice	B

EXHIBIT A

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE E. JAFFE PENSION PLAN, On)	Lead Case No. 02-C-5893
Behalf of Itself and All Others Similarly)	(Consolidated)
Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	Honorable Jorge L. Alonso
HOUSEHOLD INTERNATIONAL, INC., et)	
al.,)	
Defendants.)	

[PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND PROVIDING FOR NOTICE

EXHIBIT A

WHEREAS, a consolidated action is pending before this Court styled *Lawrence E. Jaffe Pension Plan v. Household Int'l, Inc., et al.* No. 02-C-5893 (the "Litigation");

WHEREAS, the parties having made application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Litigation, in accordance with a Stipulation of Settlement dated as of June 17, 2016 (the "Stipulation"), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the Litigation and for dismissal of the Litigation with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto; and

WHEREAS, all defined terms herein have the same meanings as set forth in the Stipulation; NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court does hereby preliminarily approve the Stipulation and the settlement set forth therein, subject to further consideration at the Settlement Hearing described below.

2. A hearing (the "Settlement Hearing") shall be held before this Court on _____, 2016, at 8:30 a.m., at the United States District Court for the Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, Courtroom 1219, 219 South Dearborn Street, Chicago, Illinois 60604, to determine whether the proposed settlement of the Litigation on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; whether a Judgment as provided in ¶1.11 of the Stipulation 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 Lead Counsel; and to determine the amount of reimbursement of expenses to Plaintiffs. The Court may adjourn the Settlement Hearing without further notice to the Members of the Class.

3. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action (the "Notice"), and Summary Notice annexed as Exhibits A-1 and A-2 hereto, and finds that the mailing and distribution of the Notice and publishing of the Summary Notice

substantially in the manner and form set forth in ¶¶4-5 of this Order meet the requirements of Federal Rule of Civil Procedure 23 and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

4. The firm of Gilardi & Co. LLC (“Claims Administrator”) is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) No later than _____, 2016 (the “Notice Date”), Lead Counsel shall cause a copy of the Notice, substantially in the form annexed as Exhibit A-1 hereto, to be mailed by First-Class Mail to all Class Members who were previously identified pursuant to the mailing of the Notice of Verdict in Favor of the Plaintiff Class, dated January 11, 2011;

(b) Not later than _____, 2016, Lead Counsel shall cause the Summary Notice to be published once in *Investor’s Business Daily* and on *PR Newswire*; and

(c) At least seven (7) calendar days prior to the Settlement Hearing, Lead Counsel shall cause to be served on Defendants’ counsel and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

5. Nominees who purchased or acquired the publicly traded common stock of Household for the beneficial ownership of Class Members during the Class Period shall send the Notice to all such beneficial owners of Household common stock within ten (10) days after receipt thereof, or, if they have not already done so in connection with the dissemination of the Notice of Verdict in favor of Plaintiff Class and Against Household International, Inc., William Aldinger, David Schoenholz, and Gary Gilmer dated January 11, 2011, send a list of the names and addresses of such beneficial owners to the Claims Administrator within ten (10) days of receipt thereof, in which event the Claims Administrator shall promptly mail the Notice to such beneficial owners. Lead Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are

Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

6. All Members of the Class shall be bound by all determinations and judgments in the Litigation concerning the settlement, whether favorable or unfavorable to the Class.

7. Class Members who will participate in the settlement were required to complete and submit Proofs of Claim in 2011. Any Class Member who did not submit a valid Proof of Claim in 2011, shall be barred from sharing in the distribution of the Net Settlement Fund, unless otherwise ordered by the Court. Class members who failed to (1) answer the “reliance question” originally set forth in the Proof of Claim form, as required, in 2011-2013 or (2) respond to discovery propounded by defendants in 2014 on claimants who responded “yes” to the reliance question, will also be barred from sharing in the distribution of the Net Settlement Fund.

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

9. All Persons who submitted valid and timely Requests for Exclusion on or before March 20, 2006 shall have no rights under the Stipulation, shall not share in the distribution of the Net Settlement Fund, and shall not be bound by the Stipulation or the Judgment entered in the Litigation.

10. Any Member of the Class may appear and show cause, if he, she or it has any, why the proposed settlement of the Litigation 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 counsel for the plaintiffs, or why the expenses of 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 delivered by hand or sent by First-Class Mail written objections and copies of any papers and briefs such that they are received, not simply postmarked, on or before _____, 2016, by Robbins Geller Rudman & Dowd LLP, Michael J. Dowd, 655 W. Broadway, Suite 1900, San Diego, CA 92101; Steven M. Farina, Williams & Connolly LLP, 725 Twelfth Street NW, Washington DC 20005; R. Ryan Stoll, Skadden, Arps, Slate, Meagher & Flom LLP, 155 North Wacker Drive, Chicago, IL 60606, and filed said objections, papers, and briefs with the Clerk of the United States District Court for the Northern District of Illinois, Eastern Division, on or before _____, 2016. 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 Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to counsel for the plaintiffs or expenses of Plaintiffs, unless otherwise ordered by the Court.

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 Stipulation and/or further order(s) of the Court.

12. All opening briefs and supporting documents in support of the settlement, the Plan of Allocation, and any application by counsel for the plaintiffs for attorneys' fees and expenses or by Plaintiffs for their expenses shall be filed and served by _____, 2016. Replies to any objections shall be filed and served by _____, 2016.

13. Neither the Defendants and their Related Parties nor the Defendants' counsel shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by plaintiffs' counsel or Plaintiffs, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the settlement.

14. At or after the Settlement Hearing, the Court shall determine whether the Plan of Allocation proposed by Lead 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 administering the Settlement Fund, shall be paid as set forth in the Stipulation. 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 ¶¶2.7 or 2.8 of the Stipulation.

16. Neither the Stipulation, 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 the Defendants of the truth of any of the allegations in the Litigation, or of any liability, fault, or wrongdoing of any kind.

17. The Court reserves the right to adjourn the date of the Settlement 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 Settling Parties, if appropriate, without further notice to the Class.

18. If the Stipulation and the settlement set forth therein is not approved or consummated for any reason whatsoever, the Stipulation and settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties status quo ante.

19. 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, any action or proceeding in any court or tribunal asserting any of the Released Claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JORGE L. ALONSO
UNITED STATES DISTRICT JUDGE

EXHIBIT A-1

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE E. JAFFE PENSION PLAN, On)	Lead Case No. 02-C-5893
Behalf of Itself and All Others Similarly)	(Consolidated)
Situated,)	
Plaintiff,)	<u>CLASS ACTION</u>
vs.)	Honorable Jorge L. Alonso
HOUSEHOLD INTERNATIONAL, INC., et)	
al.,)	
Defendants.)	

NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION

EXHIBIT A-1

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE PUBLICLY TRADED COMMON STOCK OF HOUSEHOLD, INC. (“HOUSEHOLD”) DURING THE PERIOD FROM OCTOBER 23, 1997 THROUGH OCTOBER 11, 2002, INCLUSIVE:

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THIS LITIGATION. PLEASE NOTE THAT IF YOU ARE A CLASS MEMBER, YOU MAY BE ENTITLED TO SHARE IN THE PROCEEDS OF THE SETTLEMENT DESCRIBED IN THIS NOTICE. TO CLAIM YOUR SHARE OF THIS FUND, YOU WERE REQUIRED TO SUBMIT A VALID PROOF OF CLAIM FORM POSTMARKED IN 2011.

This Notice of Proposed Settlement of Class Action (“Notice”) has been sent to you pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois, Eastern Division (the “Court”). The purpose of this Notice is to inform you of the proposed settlement of cases that have been consolidated by the Court as *Lawrence E. Jaffe Pension Plan v. Household Int’l, Inc., et al.*, No. 02-C-5893 (the “Litigation”) and of the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the settlement as set forth in the Stipulation of Settlement between Plaintiffs and Defendants, dated as of June 17, 2016 (the “Stipulation”) on file with the Court.

This Notice is not intended to be, and should not be construed as, an expression of any opinion by the Court with respect to the truth of the allegations in the Litigation as to any of Defendants or the merits of the claims or defenses asserted by or against Defendants. This Notice is to advise you of the proposed settlement of the Litigation and of your rights in connection therewith.

I. STATEMENT OF PLAINTIFFS’ RECOVERY

The proposed settlement will result in the creation of a cash settlement fund in the principal amount of One Billion Five Hundred Seventy-Five Million Dollars (\$1,575,000,000.00), plus any interest that may accrue thereon (the “Settlement Fund”).

The Settlement Fund, subject to deduction for, among other things, costs of class notice and administration and certain taxes and tax related expenses and for attorneys’ fees and expenses as approved by the Court, will be available for distribution to Class Members who submitted valid

Proof of Claim Forms in 2011; answered the reliance question, as required, in 2011-2013; and responded to discovery propounded by Defendants in 2014 on claimants who responded “Yes” to the reliance question. Your recovery from this fund will depend on a number of variables, including the number of shares of Household common stock you purchased or otherwise acquired during the period from March 23, 2001 through October 11, 2002, inclusive, and the timing of your purchases and any sales. The estimated average distribution per damaged share of Household common stock will be approximately \$7.25 before deduction of Court-approved fees and expenses.

II. STATEMENT OF POTENTIAL OUTCOME

Plaintiffs and Defendants do not agree on the average amount of damages per share, if any, that would have been recoverable if Plaintiffs were to have prevailed on each claim alleged. Defendants deny that they are liable in any respect or that Plaintiffs or the Class suffered any injury. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the federal securities laws, or any other laws; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount by which the price of Household common stock was allegedly artificially inflated (if at all) during the Class Period; (4) the amount by which the price of Household common stock was allegedly artificially inflated (if at all) during the Class Period; (5) the effect of various market forces on the price of Household common stock at various times during the Class Period; (6) the extent to which external factors influenced the price of Household common stock at various times during the Class Period; (7) the extent to which the various matters that Plaintiffs alleged were materially false or misleading influenced (if at all) the prices of Household publicly traded securities at various times during the Class Period; and (8) the extent to which the various allegedly adverse material facts that Plaintiffs alleged were omitted influenced (if at all) the price of Household common stock at various times during the Class Period.

III. REASONS FOR SETTLEMENT

Plaintiffs believe that the proposed settlement is a good recovery and is in the best interests of the Class. Because of the risks associated with continuing to litigate and proceeding to trial, there

was a danger that the Class would not have prevailed on any of its claims, in which case the Class would receive nothing. Also, the amount of damages recoverable by the Class was and is challenged by Defendants. Recoverable damages in this case are limited to losses caused by conduct actionable under applicable law and, had the Litigation gone to trial, Defendants would have asserted that any losses of Class Members were caused by non-actionable market, industry, or general economic factors. Defendants would have also asserted that throughout the Class Period the uncertainties and risks associated with the purchase of Household common stock were fully and adequately disclosed. The proposed settlement provides an immediate benefit to Class Members, and will avoid the years of delay that would likely occur in the event of a contested trial and appeals.

IV. STATEMENT OF ATTORNEYS' FEES AND EXPENSES SOUGHT

Plaintiffs' counsel have not received any payment for their services in conducting this Litigation on behalf of the Plaintiffs and the Members of the Class, nor have they been paid for their expenses. If the settlement is approved by the Court, Plaintiffs' counsel will apply to the Court for attorneys' fees of 24.68% of the Settlement Amount and expenses not to exceed \$38,000,000, plus interest on both amounts, to be paid from the Settlement Fund. If the amount requested is approved by the Court, the average cost per damaged share of Household common stock will be approximately \$1.96. In addition, each of the three Plaintiffs may seek up to \$50,000 in expenses incurred in representing the Class.

V. IDENTIFICATION OF ATTORNEYS' REPRESENTATIVES

For further information regarding this settlement, you may contact a representative of Lead Counsel: Rick Nelson, Shareholder Relations, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, Telephone: 800/449-4900 or by e-mail to householdclaims@rgrdlaw.com.

VI. NOTICE OF HEARING ON PROPOSED SETTLEMENT

A hearing (the "Settlement Hearing") will be held on ____, 2016, at ____ a.m., before the Honorable Jorge L. Alonso, United States District Judge, Courtroom 1219, United States District Court, Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States

Courthouse, 219 South Dearborn, Chicago, IL 60604. The purpose of the Settlement Hearing will be to determine: (1) whether the proposed settlement, as set forth in the Stipulation, consisting of One Billion Five Hundred Seventy-Five Million Dollars (\$1,575,000,000.00) in cash should be approved as fair, reasonable, and adequate to the Members of the Class; (2) whether the proposed plan to distribute the settlement proceeds (the “Plan of Allocation”) is fair, reasonable, and adequate; (3) whether the application by Plaintiffs’ counsel for an award of attorneys’ fees and expenses and the expenses of Plaintiffs should be approved; and (4) whether the Judgment, in the form attached to the Stipulation, should be entered. The Court may adjourn the Settlement Hearing from time to time and without further notice to the Class.

VII. DEFINITIONS USED IN THIS NOTICE

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

1. “Authorized Claimant” means any Class Member whose claim for recovery has not been excluded pursuant to the terms of the Stipulation and previous orders in this case.

2. “Claims Administrator” means the firm of Gilardi & Co. LLC.

3. “Class” means all Persons (other than those Persons and entities who timely and validly requested exclusion from the Class) who purchased or otherwise acquired the common stock of Household during the period between October 23, 1997 and October 11, 2002. Excluded from the Class are Defendants herein, members of Defendants’ immediate families, any person, firm, trust, corporation, officer, director or other individual or entity in which any Defendant has a controlling interest or which is related to or affiliated with any Defendant, and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party.

4. “Class Member” or “Member of the Class” means a Person who falls within the definition of the Class as set forth above.

5. “Class Period” means the period commencing on October 23, 1997 through and including October 11, 2002.

6. “Defendants” means Household International, Inc., now known as HSBC Finance Corporation, and the Individual Defendants. A Defendant shall be deemed to have a “controlling interest” in an entity if such Defendant has a beneficial ownership interest, directly or indirectly, in

more than 50% of the total outstanding voting power of any class or classes of capital stock, or more than 50% of the partnership interests, of such entity.

7. “Effective Date,” or the date upon which this settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶7.1 of the Stipulation have been met and have occurred.

8. “Escrow Agent” means the law firm of Robbins Geller Rudman & Dowd LLP or its successor(s).

9. “Final” means when the last of the following with respect to the Judgment approving the Stipulation, substantially in the form of Exhibit B attached thereto, shall occur: (i) the expiration of the time to file a motion to alter or amend the Judgment under Federal Rule of Civil Procedure 59(e) without any such motion having been filed; (ii) the time in which to appeal the Judgment has passed without any appeal having been taken; and (iii) if a motion to alter or amend is filed or if an appeal is taken, immediately after the determination of that motion or appeal so that it is no longer subject to any further judicial review or appeal whatsoever, whether by reason of affirmance by a court of last resort, lapse of time, voluntary dismissal of the appeal or otherwise in such a manner as to permit the consummation of the settlement substantially in accordance with the terms and conditions of the Stipulation. For purposes of this paragraph, an “appeal” shall include any petition for a writ of certiorari or other writ that may be filed in connection with approval or disapproval of this settlement, but shall not include any appeal which concerns only the issue of Plaintiffs’ attorneys’ fees and expenses, Plaintiffs’ reimbursement, the Plan of Allocation of the Settlement Fund, as hereinafter defined, or the procedures for determining Authorized Claimants’ recognized claims.

10. “Individual Defendants” means William F. Aldinger, David A. Schoenholz and Gary Gilmer.

11. “Judgment” means the Final Judgment and Order of Dismissal with Prejudice to be rendered by the Court, substantially in the form attached as Exhibit B to the Stipulation.

12. “Lead Counsel” means Robbins Geller Rudman & Dowd LLP, Michael J. Dowd, Spencer A. Burkholz, Daniel S. Drosman, Luke O. Brooks and Maureen E. Mueller, 655 W. Broadway, Suite 1900, San Diego, CA 92101.

13. “Lead Plaintiff” or “Plaintiffs” means Glickenhau & Co., PACE Industry Union-Management Pension Fund and International Union of Operating Engineers Local No. 132 Pension Plan.

14. “Litigation” means the consolidated actions under case number 02-C-5893.

15. “Household” means Household International, Inc., now known as HSBC Finance Corporation.

16. “Net Settlement Fund” means the Settlement Fund less any attorneys’ fees, costs, expenses, and interest and any award to Plaintiffs, provided for herein or approved by the Court and less Notice and Administration expenses, Taxes and Tax Expenses, and other Court-approved deductions.

17. “Person” means an individual, corporation, partnership, limited partnership, 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 spouses, heirs, predecessors, successors, representatives, or assignees.

18. “Plan of Allocation” means a plan or formula of allocation of the Net Settlement Fund. Any Plan of Allocation is not part of the Stipulation and neither Defendants nor their Related Parties shall have any responsibility or liability with respect thereto.

19. “Related Parties” means each of a Defendant’s past or present directors, officers, employees, partners, insurers, co-insurers, reinsurers, controlling shareholders, attorneys, accountants or auditors, personal or legal representatives, predecessors, successors, parents, subsidiaries, divisions, joint ventures, assigns, spouses, heirs, related or affiliated entities, any entity in which a Defendant has a controlling interest, any members of any Individual Defendant’s immediate family, or any trust of which any Individual Defendant is the settlor or which is for the benefit of any Individual Defendant’s family.

20. “Released Claims” shall collectively mean any and all claims, demands, rights, liabilities, and causes of action under federal or state law (including without limitation the Securities Act of 1933 and the Securities Exchange Act of 1934), whether based upon statutory or common law, whether class or individual in nature, known or unknown, concealed or hidden, and that (i) were asserted in the Litigation; or (ii) could have been asserted in the Litigation by any Lead Plaintiff or Class Member against any Defendant arising from any losses sustained on the purchase of Household Common Stock during the Class Period. The settlement will not be conditioned upon the obtaining of or any judicial approval of any releases between or among the Defendants and/or any third parties. No such releases will be contained in the Stipulation or referred to in the Final Judgment approving the settlement. “Released Claims” includes “Unknown Claims” as defined below.

21. “Released Persons” means each and all of the Defendants and their Related Parties.

22. “Settlement Amount” means One Billion Five Hundred and Seventy-Five Million Dollars (\$1,575,000,000.00) in cash to be paid by either wire transfer or check to the Escrow Agent pursuant to ¶2.1 of the Stipulation.

23. “Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

24. “Settling Parties” means, collectively, the Defendants, Plaintiffs and the Class.

25. “Tax” or “Taxes” means any and all taxes, fees levies, duties, tariffs, imposts, and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including income tax and other taxes and charges on or regarding franchises, windfall or other profits, gross receipts, property, sales, use, capital stock, payroll, employment, social security, workers’ compensation, unemployment compensation or net worth; taxes or other charges in the nature of excise, withholding ad valorem, stamp, transfer, value added or gains taxes; license registration and documentation fees; and customs duties, tariffs, and similar charges.

26. “Unknown Claims” means any Released Claims which Plaintiffs or Class Members do not know or suspect to exist in his, her or its favor at the time of the release of the Released

Persons which, if known by him, her or it, might have affected his, her or its settlement with and release of the Released Persons, or might have affected his, her or its decision not to object to this settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date, Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code §1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

The Plaintiffs shall expressly waive and each of the Class Members shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code §1542. Plaintiffs and Class Members may hereafter discover facts in addition to or different from those which he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims, but Plaintiffs shall expressly settle and release and each Class Member, upon the Effective Date, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs acknowledge, and the Class Members shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the settlement of which this release is a part.

VIII. THE LITIGATION

On August 19, 2002, Lawrence E. Jaffe Pension Plan initiated an action in the United States District Court for the Northern District of Illinois, Eastern Division, by complaint styled as

Lawrence E. Jaffe Pension Plan v. Household International, Inc. et al., Lead Case No. 02-C-5893, alleging violations of the federal securities laws and naming as defendants Household, Chief Executive Officer William F. Aldinger, Chief Financial Officer David A. Schoenholz and outside auditor Arthur Anderson (the “Jaffe Complaint”). Dkt. No. 1. The Jaffe Complaint brought claims on behalf of all persons who purchased Household securities between October 23, 1997 and August 14, 2002. Thereafter, a number of similar, related, class action complaints were filed. In all, a total of 7 actions involving similar claims were filed. On December 9, 2002, these cases were consolidated by Court order. Dkt. No. 33. On December 18, 2002, the Court entered an order granting the Glickenhau Institutional Group’s motion for appointment as lead plaintiffs. Dkt. No. 38. Robbins Geller was appointed as lead counsel, and Miller Law as liaison counsel.

On March 13, 2003, Plaintiffs filed the Consolidated Complaint which included claims for violations of §§10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder and §§11, 12(a)(2) and 15 of the Securities Act of 1933 which added Defendant Gary Gilmer. The Consolidated Complaint asserted claims on behalf of all persons who purchased or otherwise acquired securities of Household during the period from October 23, 1997 to October 11, 2002. On May 13, 2003, Defendants moved to dismiss the Consolidated Complaint. On March 19, 2004, the Court entered an Order granting in part and denying in part Defendants’ motions to dismiss the Consolidated Complaint. Dkt. No. 135.

By order entered December 3, 2004, the Court certified a class (the “Class”) with the Class defined as follows: all Persons who purchased or otherwise acquired the securities of Household during the period between October 23, 1997 and October 11, 2002.

On June 30, 2005, the Household Defendants filed a motion to dismiss pursuant to the Seventh Circuit’s decision in *Foss v. Bear, Stearns Co.*, 394 F.3d 540 (7th Cir. 2005). Dkt. No. 243. On February 28, 2006, following briefing on Defendants’ motion, the Court granted Defendants’ motion, dismissing Plaintiffs’ §10(b) claims that arose prior to July 30, 1999. Dkt. No. 434.

On August 16, 2005, the parties filed a Joint Motion and [Proposed] Order for Entry of Modification to Stipulation and Order Regarding Class Action Certification Entered December 3, 2004. Dkt. No. 277. Under the terms of the modified stipulation, the parties agreed that Defendants

would waive their right to decertify in part the Class as set forth in the stipulation. The parties also requested that the Court direct that notice be sent to the class. On August 22, 2005, the Court entered an order approving the parties' modification to the stipulation and order regarding class certification. Dkt. No. 287.

On June 16, 2005, Plaintiffs and Arthur Andersen reached a settlement, pursuant to which Arthur Andersen agreed to pay cash consideration of \$1,500,000. On January 31, 2006, a notice was sent to Class Members informing them of the Arthur Andersen settlement, of the certification of the Class, and notifying Class Members of the right to be excluded from the litigation. On March 30, 2006, Lead Plaintiffs filed a motion for final approval of the settlement with Arthur Andersen. Dkt. No. 452. On April 6, 2006, the Court approved the settlement, entering final judgment and an order of dismissal with prejudice as to Arthur Andersen. Dkt. No. 485.

A six (6) week jury trial of the Litigation commenced on March 30, 2009 against Defendants Household, Aldinger, Schoenholz and Gilmer (the "Trial Defendants") on behalf of all purchasers of Household stock from July 30, 1999 through October 11, 2002. On May 7, 2009, the jury rendered a verdict in the case. The jury found that the Trial Defendants did not violate the federal securities laws for statements made during the time period of July 30, 1999 through March 22, 2001. Plaintiffs did not appeal this determination. For Class Members who purchased Household common stock during that time frame, there is no recovery. The jury found that the Trial Defendants did violate the federal securities laws for certain public statements regarding Household made in connection with purchases of Household common stock from March 23, 2001 through October 11, 2002. The jury also awarded per share damages for each trading day during this period.

On November 22, 2010, the Court entered an Order creating the protocol for Phase II of this case. Dkt. No. 1703. On January 10, 2011, the Court approved a Notice of Verdict to be sent to all persons who purchased or otherwise acquired the common stock of Household between October 23, 1997 and October 11, 2002. In light of the Court's rulings and the jury's verdict, only persons who purchased or otherwise acquired Household common stock between March 23, 2001 and October 11, 2002 were entitled to a recovery. After the submission of claims and the claims administration process was completed, the claims administrator filed reports with the Court on December 22, 2011

identifying potentially valid claims and claims that were rejected. Thereafter, the Court allowed defendants to object to any potentially valid claims. Defendants' objections were filed on February 27, 2012, and plaintiffs responded to these objections on March 28, 2012. The Court also required all class members to answer the "reliance question," which was set forth on page five (5) of the Proof of Claim Form. Persons who failed to answer the reliance question, either in 2011 as part of the claims process or, thereafter, during a second opportunity provided by the Court in 2013, had their claims rejected.

On October 17, 2013, the Court entered a partial final judgment pursuant to Fed. R. Civ. P. 54(b) in the amount of \$1,476,490,844.21 plus prejudgment interest in the amount of \$986,408,772.00, for a total amount of \$2,462,899,616.21, along with post-judgment interest and taxable costs. Dkt. No. 1898.

Defendants filed a notice of appeal on October 17, 2013. The appeal was fully briefed on April 11, 2014. On appeal, defendants raised issues with respect to three elements: loss causation, the Court's instruction on what it means to "make" a false statement, and reliance. On May 21, 2015, the Court of Appeals reversed the judgment and remanded the case for a new trial on three issues: (1) loss causation; (2) damages; and (3) whether the three Individual Defendants "made" certain statements under the Supreme Court's decision in *Janus Capital Group, Inc. v. First Derivative Traders*, 131 S. Ct. 2296 (2011). In addition, the Court of Appeals held that the new jury would need to reapportion liability in light of the *Janus* issue described above. A new trial was scheduled to begin on June 6, 2016, before the Honorable Jorge L. Alonso.

On February 24, 2016, each of the Individual Defendants filed motions for partial summary judgment regarding whether they "made" certain of the statements at issue. Dkt. Nos. 2106, 2110, 2112. The parties subsequently reached a stipulation regarding which Individual Defendants "made" which statements, and the stipulation was submitted to the Court on March 16, 2016, together with a motion to withdraw the Individual Defendants' motions for partial summary judgment. Dkt. No. 2122. The Court granted that motion on March 17, 2016. Dkt. No. 2123.

The parties have engaged in mediation sessions in May 2005, May 2008, June 2011, June 2014; before this Court on August 22, 2005; and in the Seventh Circuit's mediation program in

December 2013 and January 2014. At various times during the course of the Litigation, the parties engaged the services of Judge Layn R. Phillips (Ret.), a nationally recognized mediator. The parties engaged in numerous telephonic mediation sessions with Judge Phillips during 2016 regarding a potential settlement of the Litigation. On June 5, 2016, Judge Phillips issued a mediator's proposal to settle the Litigation for \$1,575,000,000.00. The parties accepted Judge Phillips' mediator's proposal to settle the Litigation for that amount on June 6 subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court.

IX. CLAIMS OF PLAINTIFFS AND BENEFITS OF SETTLEMENT

Plaintiffs believe that the claims asserted in the Litigation have merit and that the evidence developed to date supports the claims. However, Plaintiffs and their counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Litigation against Defendants through trial and through appeals. Plaintiffs and their counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as the Litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and their counsel also are mindful of the inherent problems of proof under and possible defenses to the securities law violations asserted in the Litigation. Plaintiffs and their counsel believe that the settlement set forth in the Stipulation confers substantial benefits upon the Class. Based on their evaluation, Plaintiffs and their counsel have determined that the settlement set forth in the Stipulation is in the best interests of Plaintiffs and the Class.

X. DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied and continue to deny each and all of the claims alleged by Plaintiffs in the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other allegations, the allegations that the Plaintiffs or the Class have suffered any damage, that the price of Household common stock was artificially inflated by reasons of alleged misrepresentations, non-disclosures or otherwise, or that the Plaintiffs or the Class were harmed by

the conduct alleged in the Complaint. Defendants believe that the evidence developed to date supports their position that they acted properly at all times and that the Litigation is without merit.

Nonetheless, Defendants have concluded that further conduct of the Litigation would be protracted and expensive, and that it is desirable that the Litigation be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation. Defendants also have taken into account the uncertainty and risks inherent in any litigation, especially in complex cases such as the Litigation. Defendants have, therefore, determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

XI. TERMS OF THE PROPOSED SETTLEMENT

A settlement has been reached in the Litigation between Plaintiffs and Defendants, the terms and conditions of which are set forth in the Stipulation and the Exhibits thereto. The following description of the proposed settlement is only a summary, and reference is made to the text of the Stipulation, on file with the Court or accessible at www.gilardi.com or www.householdfraud.com, for a full statement of its provisions.

The settlement consists of the aggregate principal amount of One Billion Five Hundred Seventy-Five Million Dollars (\$1,575,000,000.00) in cash, plus any interest earned thereon.

A portion of the settlement proceeds will be used to pay attorneys' fees and expenses, Plaintiffs' expenses, the cost of this Notice and the costs incurred in processing of claims previously submitted by Class Members and to pay Taxes and Tax Expenses. The balance of the Settlement Fund (the "Net Settlement Fund") will be distributed, according to the Plan of Allocation described below, to Class Members who submitted valid Proof of Claim forms in 2011, answered the reliance question, as required, in 2011-2013; and responded to discovery propounded by Defendants in 2014 on claimants who responded "Yes" to the reliance question.

The effectiveness of the settlement is subject to a number of conditions and reference to the Stipulation is made for further particulars regarding these conditions.

XII. THE RIGHTS OF CLASS MEMBERS

If you are a Class Member, you may receive the benefit of, and you will be bound by the terms of, the proposed settlement described in this Notice, upon approval of the proposed settlement by the Court.

If you are a Class Member, the following decisions that you have already made during the pendency of the Litigation have affected your claim:

1. You were required to submit a Proof of Claim form as described in the Notice of Verdict dated January 11, 2011. If you filed a proof of claim form at that time, your claim was either accepted or rejected, as set forth in reports filed with the Court by the claims administrator on December 22, 2011. If your claim was not rejected, you will share in the proceeds of the proposed settlement if: you are entitled to a distribution under the Plan of Allocation described below; you submitted a valid Proof of Claim form in 2011; you answered the reliance question, as required, in 2011-2013; you responded to discovery propounded by Defendants in 2014 on claimants who responded “Yes” to the reliance question; and if the proposed settlement is finally approved by the Court. You will be bound by the Judgment and release to be entered by the Court as described below.

2. If you purchased or otherwise acquired Household common stock during the Class Period and you did not wish to be included in the Class, you were required to file a request for exclusion on or before March 20, 2006. If you timely and validly requested exclusion from the Class: (a) you are excluded from the Class, (b) you will not share in the proceeds of the settlement described herein, (c) you are not bound by any judgment entered in the Litigation, and (d) you are not precluded, by reason of your decision to request exclusion from the Class, from otherwise prosecuting an individual claim, if timely, against Defendants based on the matters complained of in the Litigation.

3. If you did not make a valid and timely request in writing to be excluded from the Class in 2006, you will be bound by any and all determinations or judgments in the Litigation in connection with the settlement entered into or approved by the Court, whether favorable or unfavorable to the Class, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons, whether or not you submitted a valid Proof of Claim form.

4. You may not have filed a Proof of Claim Form in 2011 or a request for exclusion in 2006. If you chose this option, you will not share in the proceeds of the settlement, but you will be bound by any judgment entered by the Court, and you shall be deemed to have, and by operation of the Judgment shall have, fully released all of the Released Claims against the Released Persons.

5. You may object to the settlement, the Plan of Allocation, the application for attorneys' fees and expenses and/or any award of expenses to Lead Plaintiffs in the manner described in Section XVIII below.

6. If you are a Class Member, you may, but are not required to, enter an appearance through counsel of your own choosing and at your own expense, provided that such counsel must file an appearance on your behalf on or before _____, 2016, and must serve copies of such appearance on the attorneys listed in Section XVIII below. If you do not enter an appearance through counsel of your own choosing, you will be represented by Plaintiffs' Lead Counsel: Robbins Geller Rudman & Dowd LLP, Michael J. Dowd, Spencer A. Burkholz, Daniel S. Drosman, Luke O. Brooks and Maureen E. Mueller, 655 West Broadway, Suite 1900, San Diego, CA 92101.

7. A list of valid claims, by claim number, is contained in both (1) a website maintained by Lead Counsel at www.householdfraud.com and (2) a website maintained at www.gilardi.com. These websites also contain lists, by claim number, of claims that have been rejected. You may

obtain your claim number by e-mailing the claims administrator at classact@gilardi.com. You may also contact Lead Counsel with questions by e-mail at HouseholdClaims@rgrdlaw.com.

XIII. PLAN OF ALLOCATION

Class Members who filed valid claims are entitled to recover pursuant to the following Recognized Loss calculation which is based on the 2009 Jury Verdict:

1. For Household common stock that was purchased or acquired from March 23, 2001 through October 10, 2002, and:

(a) sold prior to November 15, 2001, the Recognized Loss is zero;

(b) sold from November 15, 2001 through October 10, 2002, the Recognized Loss per share is the difference between: (i) the inflation on the date of purchase as shown on Exhibit A less (ii) the inflation on the date of sale as shown on Exhibit A; and

(c) retained at the close of trading on October 10, 2002, the Recognized Loss per share is the inflation on the date of purchase as shown on Exhibit A.

2. For the purpose of calculating Recognized Loss using the formula above, the minimum inflation will be zero and not a negative number.

3. Any investor's aggregate Recoverable Loss shall be offset by any gains, or avoidance of loss, resulting from sales of Household shares from March 23, 2001 through October 10, 2002 at artificially inflated prices. These gains (if any) will be calculated as the difference between the inflation per share at the time of sale less the inflation per share at the time of purchase. Shares purchased prior to March 23, 2001 will have an inflation of zero at the time of purchase.

4. Recognized Loss will be limited by the so-called 90-Day "Bounce Back Rule" as required by the Private Securities Litigation Reform Act of 1995, as follows:

(a) For Household shares sold prior to October 11, 2002 there will be no limitation of Recognized Loss by reason of the Bounce Back Rule;

(b) For Household shares sold on or from October 11, 2002 through and including January 8, 2003 (*i.e.*, sold during the 90-Day Bounce Back Period), Recognized Loss shall be limited

to a maximum of the purchase price per share less the average closing price of Household stock from October 11, 2002 through the date of sale; and

(c) For Household shares retained at the close of trading on January 8, 2003 (*i.e.*, retained at the end of the 90-Day Bounce Back Period) Recognized Loss shall be limited to a maximum of the purchase price per share less the 90-Day average closing price from October 11, 2002 through January 8, 2003 of \$27.05.

5. For purposes of calculating Recognized Loss, the Court has adopted the First-In, First-Out (“FIFO”) method.

Class Members do not have to perform any of the calculations described above. All of these calculations have been performed by the Claims Administrator based on the purchase and sale transaction information provided by Class Members on the Proof of Claim Forms in 2011.

The amount of the Class’s total recovery will be reduced by such amounts as may be awarded by the Court to Plaintiffs’ Counsel for attorneys’ fees and the expenses of bringing and prosecuting the Litigation and to Lead Plaintiffs for the reimbursement of certain of their expenses.

The Court shall retain continuing, exclusive jurisdiction to, among other things, allow, disallow, or adjust the claim of any Class Member on equitable grounds.

Payment pursuant to the Plan of Allocation set forth above shall be conclusive against all Authorized Claimants. No Person shall have any claim against the Plaintiffs, Plaintiffs’ counsel, any claims administrator, or other Person designated by Plaintiffs’ counsel, or Defendants or Defendants’ counsel based on distributions made substantially in accordance with the Stipulation and the settlement contained therein, the Plan of Allocation, or further orders of the Court. Class Members who did not purchase or otherwise acquire Household common stock between March 23, 2001 and October 11, 2002 inclusive, will not share in the recovery. Class Members who failed to submit a valid Proof of Claim form in 2011; failed to answer the reliance question, as required, in 2011-2013; or failed to respond to discovery propounded by Defendants in 2014 on claimants who responded “Yes” to the reliance question, will not share in the recovery. Class Members who withdrew their claims will also not share in the recovery. However, all such Class Members shall be bound by all of the terms of the Stipulation, including the terms of any judgment entered and the releases given.

Lists, by claim number, of (1) all claims entitled to share in the recovery and (2) all rejected claims will be maintained at www.gilardi.com and www.householdfraud.com.

XIV. PARTICIPATION IN THE SETTLEMENT

TO PARTICIPATE IN THE DISTRIBUTION OF THE NET SETTLEMENT FUND, YOU MUST HAVE COMPLETED AND RETURNED THE PROOF OF CLAIM FORM THAT ACCOMPANIED THE NOTICE OF VERDICT IN 2011. If you (1) did not submit a valid Proof of Claim form in 2011; (2) did not answer the reliance question, as required, in 2011-2013; (3) did not respond to discovery propounded by Defendants in 2014 on claimants who responded “Yes” to the reliance question, or (4) withdrew your claim, you will be bound by the provisions of the Stipulation and the Judgment, and will be barred from receiving any payments from the Net Settlement Fund, except as otherwise ordered by the Court with respect to Net Settlement Fund allocations.

XV. DISMISSAL AND RELEASES

If the proposed settlement is approved, the Court will enter a Final Judgment and Order of Dismissal with Prejudice (the “Judgment”). In addition, upon the Effective Date, Plaintiffs and each of the Class Members, for themselves and for each of their respective officers, directors, shareholders, employees, agents, spouses, subsidiaries, heirs at law, successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them, and regardless of whether any such Plaintiff or Class Member ever seeks or obtains by any means, including, without limitation, by submitting a Proof of Claim form in 2011, any distribution from the Settlement Fund, shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, shall have covenanted not to sue the Released Persons with respect to all such Released Claims, and shall be permanently barred and enjoined from instituting, commencing, or prosecuting any such Released Claim against the Released Persons except to enforce the releases and other terms and conditions contained in the Stipulation or the Judgment entered pursuant thereto.

XVI. APPLICATION FOR FEES AND EXPENSES

At the Settlement Hearing, Lead Counsel will request the Court to award attorneys' fees of 24.68% of the Settlement Amount, plus expenses not to exceed \$38,000,000, plus interest on both amounts. In addition, each of the Lead Plaintiffs may seek up to \$50,000 in expenses (including lost wages) it incurred in representing the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

To date, Plaintiffs' counsel have not received any payment for their services in conducting this Litigation on behalf of the Plaintiffs and the Class, nor have counsel been paid their expenses. The fee requested by Lead Counsel will compensate counsel for their efforts in achieving the Settlement Amount for the benefit of the Class, and for their risk in undertaking this representation on a wholly contingent basis. Lead Counsel believe that the fee requested is well within the range of fees awarded to plaintiffs' counsel under similar circumstances in other litigation of this type. The fee to be requested has been approved by each of the Plaintiffs.

XVII. CONDITIONS FOR SETTLEMENT

The settlement is conditioned upon the occurrence of certain events described in the Stipulation. Those events include, among other things: (1) entry of the Judgment by the Court, as provided for in the Stipulation; and (2) expiration of the time to appeal from the Judgment or to move to alter or amend the Judgment, or the determination of any such appeal or motion in a manner to permit the consummation of the settlement substantially as provided for in the Stipulation. If, for any reason, any one of the conditions described in the Stipulation is not met, the Stipulation might be terminated and, if terminated, will become null and void, and the parties to the Stipulation will be restored to their respective positions as of June 5, 2016. In that event, the settlement will not proceed and no payments will be made to Class Members.

XVIII. THE RIGHT TO BE HEARD AT THE HEARING

Any Class Member who objects to any aspect of the settlement, the Plan of Allocation, or the application for attorneys' fees and expenses, and the reimbursement of certain expenses to Lead

Plaintiffs, may appear and be heard at the Settlement Hearing. Any such Person must submit a written notice of objection, such that it is *received* on or before _____, 2016, by each of the following:

To the Court:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
EVERETT MCKINLEY DIRKSEN UNITED STATES COURTHOUSE
219 South Dearborn Street
Chicago, IL 60604

To Lead Counsel for Plaintiffs:

ROBBINS GELLER RUDMAN
& DOWD LLP
MICHAEL J. DOWD
655 W. Broadway, Suite 1900
San Diego, CA 92101

To Counsel for Defendants:

WILLIAMS & CONNOLLY LLP
Steven M. Farina
725 Twelfth Street NW
Washington DC 20005

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
R. Ryan Stoll
155 North Wacker Drive
Chicago, IL 60606

The notice of objection must demonstrate the objecting Person's membership in the Class, including the number of shares of Household common stock purchased or acquired and sold during the Class Period and contain a statement of the reasons for objection. Only Members of the Class who have submitted written notices of objection in this manner will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

XIX. SPECIAL NOTICE TO NOMINEES

Nominees who purchased or otherwise acquired the publicly traded securities of Household for the beneficial interest of other Persons during the Class Period shall, within ten (10) calendar days after receipt of this Notice, (1) IF YOU HAVE NOT ALREADY DONE SO IN

CONNECTION WITH THE DISSEMINATION OF THE NOTICE OF VERDICT DATED JANUARY 11, 2011, provide the Claims Administrator with the names and addresses of such beneficial owners, or (2) forward a copy of this Notice and by First-Class Mail to each such beneficial owner and, provide Lead Counsel with written confirmation that the Notice has been so forwarded. Upon submission of appropriate documentation, Lead Counsel will reimburse your reasonable costs and expenses of complying with this provision. Additional copies of this Notice may be obtained from the Claims Administrator by writing to:

Household Securities Litigation
Claims Administrator
c/o Gilardi & Co. LLC
P.O. Box 8040
San Rafael, CA 94912-8040

XX. EXAMINATION OF PAPERS

This Notice contains only a summary of the terms of the proposed settlement and does not describe all of the details of the Stipulation. For a more detailed statement of the matters involved in the Litigation, reference is made to the pleadings, to the Stipulation, and to other papers filed in the Litigation, which may be inspected at the office of the Clerk of the Court, United States District Court, Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn, Chicago, IL 60604. In addition, certain settlement related documents including the Stipulation of Settlement may be viewed at www.gilardi.com or a website maintained by Lead Counsel at www.householdfraud.com.

If you have any questions about the settlement of the Litigation, you may contact Lead Counsel by writing to:

ROBBINS GELLER RUDMAN & DOWD LLP
MICHAEL J. DOWD
655 W. Broadway, Suite 1900
San Diego, CA 92101

or by e-mail addressed to: HouseholdClaims@rgrdlaw.com

DO NOT TELEPHONE THE COURT REGARDING THIS NOTICE.

DATED: _____, 2016

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EXHIBIT A-2

TO: ALL PERSONS WHO PURCHASED OR OTHERWISE ACQUIRED THE PUBLICLY TRADED COMMON STOCK OF HOUSEHOLD INTERNATIONAL, INC. ("HOUSEHOLD") FROM OCTOBER 23, 1997 THROUGH OCTOBER 11, 2002

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the United States District Court for the Northern District of Illinois, that a hearing will be held on _____, 2016, at ____ a.m., before the Honorable Jorge L. Alonso, at the United States District Court, Northern District of Illinois, Eastern Division, Everett McKinley Dirksen United States Courthouse, Courtroom 1219, 219 South Dearborn Street, Chicago, IL 60604, for the purpose of determining (1) whether the proposed settlement of the claims in the Litigation for the principal amount of \$1,575,000,000.00, plus accrued interest, should be approved by the Court as fair, just, reasonable, and adequate; (2) whether a Final Judgment and Order of Dismissal should be entered by the Court dismissing the Litigation; (3) whether the Plan of Allocation is fair, reasonable, and adequate and should be approved; and (4) whether the application of Lead Counsel for the payment of attorneys' fees and expenses and Plaintiffs' expenses in connection with this Litigation should be approved.

IF YOU PURCHASED OR ACQUIRED ANY OF THE PUBLICLY TRADED COMMON STOCK OF HOUSEHOLD DURING THE PERIOD FROM OCTOBER 23, 1997 TO OCTOBER 11, 2002, INCLUSIVE, YOUR RIGHTS MAY BE AFFECTED BY THE SETTLEMENT OF THIS LITIGATION. If you have not received a detailed Notice of Proposed Settlement of Class Action ("Notice"), you may obtain copies by writing to *Household Securities Litigation*, Claims Administrator, c/o Gilardi & Co. LLC, P.O. Box 8040, San Rafael, CA 94912-8040, or on the internet at www.gilardi.com or www.householdfraud.com. If you are a Class Member, in order to share in the distribution of the Net Settlement Fund, you were required to submit a Proof of Claim in 2011, establishing that you were entitled to recovery.

If you purchased or otherwise acquired Household common stock during the period from October 23, 1997 to October 11, 2002, and you desired to be excluded from the Class, you were required to submit a request for exclusion postmarked no later than March 20, 2006, in the manner and form explained in the Notice of Pendency and Proposed Partial Settlement of Class Action previously sent to Class Members. All Members of the Class who did not timely and validly request

exclusion from the Class at that time will be bound by any judgment entered in the Litigation pursuant to the Stipulation of Settlement.

Any objection to the settlement, the Plan of Allocation, or Lead Counsel's application for attorneys' fees and expenses and Plaintiffs' expenses, must be received, not simply postmarked, by each of the following recipients *no later than* _____, 2016:

CLERK OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
EVERETT MCKINLEY DIRKSEN UNITED STATES COURTHOUSE
219 South Dearborn Street
Chicago, IL 60604

Lead Counsel for Plaintiffs:

ROBBINS GELLER RUDMAN
& DOWD LLP
MICHAEL J. DOWD
655 W. Broadway, Suite 1900
San Diego, CA 92101

Counsel for Defendants:

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM
R. RYAN STOLL
155 North Wacker Drive
Chicago, IL 60606

WILLIAMS & CONNOLLY LLP
STEVEN M. FARINA
725 Twelfth Street, N.W.
Washington, D.C. 20005

PLEASE DO NOT CONTACT THE COURT OR THE CLERK'S OFFICE REGARDING THIS NOTICE. If you have any questions about the settlement, you may contact Lead Counsel at the address listed above.

DATED: _____, 2016

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EXHIBIT B

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

LAWRENCE E. JAFFE PENSION PLAN, On)	Lead Case No. 02-C-5893
Behalf of Itself and All Others Similarly)	(Consolidated)
Situated,)	
) <u>CLASS ACTION</u>
Plaintiff,)	
) Honorable Jorge L. Alonso
vs.)	
)
HOUSEHOLD INTERNATIONAL, INC., et)	
al.,)	
)
Defendants.)	
)

[PROPOSED] FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

EXHIBIT B

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice (“Order”) dated _____, 2016, on the application of the parties for approval of the settlement set forth in the Stipulation of Settlement dated as of June 17, 2016 (the “Stipulation”). Due and adequate notice having been given to the Class as required in said Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the premises and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

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

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

3. Pursuant to Federal Rule of Civil Procedure 23, the Court hereby approves the settlement set forth in the Stipulation and finds that:

(a) said Stipulation and the settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Stipulation;

(c) the Stipulation was the product of informed, arm’s-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled the Plaintiffs and the Defendants to have adequately evaluated and considered their positions.

4. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit 1 attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses the Litigation and all Released Claims of the Class with prejudice. The Settling Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

5. Upon the Effective Date, the Plaintiffs shall, and each of the Class Members shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Persons, whether or not such Class Member executed and delivered the Proof of Claim form or shares in the Settlement Fund. Claims to enforce the terms of the Stipulation are not released.

6. All Class Members are hereby forever barred and enjoined from prosecuting any of the Released Claims against any of the Released Persons.

7. Upon the Effective Date, each of the Released Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged Plaintiffs, each and all of the Class Members, and Plaintiffs' counsel from all claims (including Unknown Claims) arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement or resolution of the Litigation or the Released Claims. Claims to enforce the terms of the Stipulation are not released.

8. The Notice of Proposed Settlement of Class Action given to the Class was the best notice practicable under the circumstances, including the individual notice to all Members of the Class who could be identified through reasonable effort. Said notice provided the best notice practicable under the circumstances of those proceedings and of the matters set forth therein, including the proposed settlement set forth in the Stipulation, to all Persons entitled to such notice, and said notice fully satisfied the requirements of Federal Rule of Civil Procedure 23 and the requirements of due process.

9. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and expense application shall in no way disturb or affect this Final Judgment and shall be considered separate from this Final Judgment.

10. Neither the Stipulation nor the settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the settlement: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of the Defendants or their respective Related Parties, or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any

of the Defendants or their respective Related Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. The Defendants and/or their respective Related Parties may file the Stipulation and/or this Judgment from this action in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

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

12. The Court finds that during the course of the Litigation, the Settling Parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11.

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

14. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE JORGE L. ALONSO
UNITED STATES DISTRICT JUDGE