

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DENIS J. CONLON, DIANE M. MATO,
BRIAN J. SCHROEDER, PATRICK A. JACEK,
PETER HANSELMANN, and ALEXANDER
PASCALE, Individually, on Behalf of The
Northern Trust Company Thrift-Incentive Plan,
and on Behalf of All Others Similarly Situated,

Plaintiffs,

v.

THE NORTHERN TRUST COMPANY;
THE NORTHERN TRUST COMPANY
EMPLOYEE BENEFIT ADMINISTRATIVE
COMMITTEE; and KIMBERLY SOPPI,

Defendants.

Case No. 1:21-cv-2940

Hon. Keri L. Holleb Hotaling

NOTICE OF CLASS ACTION SETTLEMENT AND FAIRNESS HEARING

**If you participated in The Northern Trust Thrift Incentive Plan (the “Plan”) and
invested in The Northern Trust Focus Funds at any time on or after June 1, 2015,
through January 28, 2025, you are part of a class action settlement.**

IMPORTANT

PLEASE READ THIS NOTICE CAREFULLY

THIS NOTICE RELATES TO THE PENDENCY OF A CLASS ACTION LAWSUIT AND, IF YOU ARE A
SETTLEMENT CLASS MEMBER, CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS TO OBJECT
TO THE SETTLEMENT

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

The Court has given its preliminary approval to a proposed settlement (the “Settlement”) of a class action lawsuit brought by certain participants in the Plan alleging violations of the Employee Retirement Income Security Act (“ERISA”). The Settlement will provide for the allocation of monies directly into the individual accounts of the Settlement Class Members who had Plan accounts during the Class Period with a balance greater than \$0 as of January 28, 2025 (“Current Participants”). Class Members who are entitled to a distribution but who no longer had a Plan account with a balance greater than \$0 as of January 28, 2025 (“Former Participants”) will receive their allocation in the form of a check mailed to their last known address or a rollover, if elected.

The terms and conditions of the Settlement are set forth in the Settlement Agreement dated December 6, 2024. Capitalized terms used in this Settlement Notice but not defined in this Settlement Notice have the meanings assigned to them in the Settlement Agreement. The Settlement Agreement is available at www.NorthernTrustERISA.com. Any amendments to the Settlement Agreement or any other settlement documents will be posted on this website. You should visit that website if you would like more information about the Settlement and any subsequent amendments to the Settlement Agreement or other changes, including changes to the Plan of Allocation, the date, time, or location of the Fairness Hearing, or other Court orders concerning the Settlement.

Your rights and options — and the deadlines to exercise them — are explained in this Settlement Notice.

Only if the Court gives final approval to the Settlement, and only if that approval is upheld in the event of an appeal, will payments under the Settlement be made.

A hearing on the final approval of the Settlement and for approval of the Class Representatives’ petition for Attorneys’ Fees and Costs and for Class Representatives’ Compensation will take place on July 29, 2025, at 10:00 a.m., before Hon. Keri L. Holleb Hotaling in the Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 1700, Chicago, IL 60604.

Any objections to the Settlement, to the petition for Attorneys' Fees and Costs, or to Service Awards for Plaintiffs must be submitted to the Court and served in writing on counsel for the Parties, as identified on pages 6-7 of this Settlement Notice.

Further information regarding the Action, the Settlement, and this Settlement Notice, including any changes to the terms of the Settlement and all orders of the Court regarding the Settlement, may be obtained at www.NorthernTrustERISA.com.

THIS TABLE CONTAINS A SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING OR SUBMIT A FORMER PARTICIPANT ROLLOVER FORM BY July 15, 2025	Our records indicate that you are a Former Participant because you did not have a Plan account balance greater than \$0.00 on January 28, 2025. If you are a Former Participant, or a Beneficiary or Alternate Payee of such a Participant, you can elect to receive your payment through a rollover to a qualified retirement account. If you would prefer to receive your settlement payment through a rollover to a qualified retirement account, you must complete, sign, and mail the enclosed Former Participant Rollover Form by July 15, 2025 . If you do not complete, sign, and mail your Former Participant Rollover Form, you will receive the share of the Settlement benefits to which you are entitled via check. Regardless of whether you submit a Former Participant Rollover Form, you will give up your right to sue Defendants about the allegations in this case. If you believe instead that you are a Current Participant, please contact the Settlement Administrator.
OBJECT BY July 1, 2025	If you wish to object to any part of the Settlement, you may (as discussed below) write to the Court and counsel about why you object to the Settlement. The Court has authorized the parties to seek information through discovery from any person who files an objection, which means you could be required to produce documents and appear at a deposition to be interviewed and asked questions.
YOU CAN ATTEND A HEARING ON July 29, 2025	If you submit a written objection to the Settlement to the Court and counsel for the Parties before the deadline, you may attend the hearing about the Settlement and present your objections to the Court. You may attend the hearing even if you do not file a written objection, but you will not be permitted to address the Court at the hearing if you do not notify the Court and counsel for the Parties by July 1, 2025 , of your intention to appear at the hearing.

The Class Action

The case is called *Conlon v. The Northern Trust Co.*, Case No. 21-cv-2940 (N.D. Ill.) (the "Action"). The Court supervising the case is the United States District Court for the Northern District of Illinois. The individuals who brought this suit are called Plaintiffs, and the entities they sued are called Defendants. Plaintiffs are Current and Former Participants in the Plan. Defendants are The Northern Trust Company, The Northern Trust Company Employee Benefit Administrative Committee, and Kimberly Soppi. Plaintiffs' claims are described below, and additional information about them is available at www.NorthernTrustERISA.com.

The Settlement

The Settlement was reached on December 6, 2024. Class Counsel filed this action on June 1, 2021. Under the Settlement, a Qualified Settlement Fund of \$6,900,000 will be established to resolve the Action. The Net Settlement Amount is \$6,900,000 minus any Administrative Expenses, taxes, tax expenses, Court-approved Attorneys' Fees and Costs, Service Awards for Plaintiffs, and other approved expenses of the litigation.

The Net Settlement Amount will be allocated to Class Members according to a Plan of Allocation to be approved by the Court. Class Members fall into two categories: Current Participants and Former Participants. Allocations to Current Participants who are entitled to a distribution under the Plan of Allocation will be made into their existing accounts in the Plan(s). Former Participants who are entitled to a distribution will receive their distribution as a check mailed to their last known address or, if they elect, as a rollover to a qualified retirement account.

Additional Provisions in the Settlement

The Settlement further provides the following additional terms:

Release

All Class Members and anyone making a claim on their behalf will fully release the Plan as well as all Defendants and other “Released Parties” from “Plaintiffs’ Released Claims.”

Released Parties include (a) The Northern Trust Company, The Northern Trust Company Employee Benefit Administrative Committee and its Individual Members, The Northern Trust Employee Benefits Investment Committee and its Individual Members, and Kimberly Soppi; (b) each Defendant’s past, present, and future parent corporation(s), affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and any individual, partnership, corporation, or any other form of entity or organization that controls, is controlled by, or is under common control with any of the foregoing; (c) with respect to (a) and (b) above, all of their past, present, and future parent corporation(s), affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), shareholders, officers, directors, partners, agents, managers, members, employees, representatives, attorneys, administrators, heirs, executors, and all persons acting under, by, through, or in concert with any of them; and (d) the Plan and any and all administrators, fiduciaries, parties in interest, and trustees of the Plan.

Plaintiffs’ Released Claims include, subject to the exclusions set forth below, any and all claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, including both known and Unknown Claims, whether class, derivative, or individual in nature against any of the Released Parties and Defense Counsel with respect to the Plan arising during the Class Period that arise from or relate in any way to the claims in the Action, including but not limited to claims: (a) that were asserted in the Action or could have been asserted in the Action based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action, whether or not pleaded in the Complaints, including but not limited to those that arise out of, relate to, are based on, or in connection with: (1) the structure, management, or monitoring of the Plan investments, including The Northern Trust Focus Funds; (2) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan investments, including The Northern Trust Focus Funds; (3) fees, costs, or expenses charged to, paid or reimbursed by, or authorized to be paid or reimbursed by, the Plan, including any assertions regarding revenue sharing paid, received, or not recaptured in connection with the Plan; (4) any assertions with respect to any fiduciaries of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing; (5) engaging in self-dealing or prohibited transactions in relation to The Northern Trust Focus Funds and/or the Plan; and/or (6) compliance with the Plan’s governing documents with respect to the selection and monitoring of The Northern Trust Focus Funds; (b) that would be barred by *res judicata* based on the Court’s entry of the Final Approval Order; (c) that arise from the direction to calculate, the calculation of, and/or the method or manner of the allocation of the Net Settlement Fund pursuant to the Plan Of Allocation; or (d) that arise from the approval by the Independent Fiduciary of the Settlement Agreement. Notwithstanding anything herein, the following shall not be included in the definition of Plaintiffs’ Released Claims: (i) claims to enforce the Settlement Agreement, and (ii) individual claims for denial of benefits from the Plan..

This is only a summary of Plaintiffs’ Released Claims and not a binding description of Plaintiffs’ Released Claims. The actual governing release is found within the Settlement Agreement at www.NorthernTrustERISA.com. Generally, the release means that Class Members will not have the right to sue Defendants, the Plan, or the Released Parties for conduct arising out of or relating to the allegations in the Action.

This is only a summary of the Settlement. The entire Settlement Agreement is at www.NorthernTrustERISA.com.

Statement of Attorneys’ Fees and Costs Sought in the Class Action

Since the beginning of the case, which was filed in June 2021, to the present, Class Counsel have not received any payment for their services in prosecuting the case or obtaining the Settlement, nor have they been reimbursed for any out-of-pocket expenses they have incurred. Class Counsel will apply to the Court for payment of Attorneys’ Fees and Costs for their work and costs in the case. The amount of fees (not including costs) that Class Counsel will request will not exceed one third of the Settlement Fund, after subtracting Administrative Expenses and Service Awards for Plaintiffs. In addition, Class Counsel will seek no more than \$800,000 in litigation costs. Class Counsel will also ask for interest at the same rate as earned on the Settlement Fund until paid on the awarded Attorneys’ Fees and Costs. Any Attorneys’ Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund and must be approved by the Court.

A full application for Attorneys' Fees and Costs and for Service Awards will be filed with the Court and made available on the Settlement Website, www.NorthernTrustERISA.com, after it is filed on June 16, 2025.

1. Why Did I Receive This Settlement Notice?

The Court authorized this Settlement Notice to be sent to you because the Plan's records indicate that you may be a Class Member. If you fall within the definition of the Class, you have a right to know about the Settlement and about all the options available to you before the Court decides whether to give its final approval to the Settlement. If the Court approves the Settlement, and after objections and appeals, if any, are resolved, the Net Settlement Amount will be allocated among Class Members according to the Court-approved Plan of Allocation.

2. What Is The Class Action About?

In the Action, Plaintiffs claim that, during the Class Period, Defendants violated the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U. S. C. §1001, *et seq.*, with respect to its management of the Plan's investments, including failing to diligently screen the majority of Plan options (including the Northern Trust proprietary funds); monitoring of the Plan's investment and administrative fees to defray the Plan costs; and engaging in certain prohibited transactions. A more complete description of what Plaintiffs allege is in the Amended Complaint, which is available on the Settlement Website, www.NorthernTrustERISA.com.

Defendants have denied and continue to deny the claims and contentions of Plaintiffs, that they are liable at all to the Class, and that the Class or the Plan have suffered any harm or damage for which Defendants could or should be held responsible. Defendants contend that they acted prudently and in keeping with their fiduciary responsibilities under ERISA, and in the best interests of the Plan's participants.

3. Why Is There A Settlement?

The Court has not reached a final decision as to Plaintiffs' claims. Instead, Plaintiffs and Defendants have agreed to the Settlement. The Settlement is the product of extensive negotiations between Class Counsel and Defendants' counsel. The Parties to the Settlement have considered the uncertainty and risks of litigation and have concluded that it is desirable to settle on the terms and conditions set forth in the Settlement Agreement. Plaintiffs and Class Counsel, who are highly experienced in this kind of matter, believe that the Settlement is best for all Class Members.

4. What Does the Settlement Provide?

Defendants have agreed to pay \$6,900,000 into a Qualified Settlement Fund to resolve the claims of Class Members. The Net Settlement Amount (after deduction of any Court-approved expenses associated with administering the Settlement, Attorneys' Fees and Costs, and Service Awards to Plaintiffs) will be allocated to Class Members according to the Plan of Allocation set forth in the Settlement Agreement. Under the Plan of Allocation, monies will be distributed to Current and Former Participants *pro rata* based on their Average Qualifying Account Balance for the period June 1, 2015 to September 22, 2021.

All Class Members and anyone claiming through them will fully release the Plan as well as Defendants and the Released Parties from Plaintiffs' Released Claims. The Released Parties include, but are not limited to, Defendants' past, present, and future parent corporation(s), subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, and any individual, partnership, corporation, or any other form of entity or organization that controls, is controlled by, or is under common control with any of the foregoing. The Plaintiffs' Released Claims include, but are not limited to, all claims that were asserted in the Action or could have been asserted in the Action based on any of the allegations, acts, omissions, purported conflicts, representations, misrepresentations, facts, events, matters, transactions, or occurrences asserted in the Action, whether or not pleaded in the Complaints. The full definitions of Released Parties and Released Claims are set out on page 3.

This is only a summary of the Released Parties and Plaintiffs' Released Claims and is not a binding description of either. The governing releases are found within the Settlement Agreement at www.NorthernTrustERISA.com. Generally, the release means that Class Members will not have the right to sue the Plan, Defendants, or related parties for conduct during the Class Period arising out of or relating to the allegations in the lawsuit. The entire Settlement Agreement is available at www.NorthernTrustERISA.com.

5. How Much Will My Distribution Be?

The amount, if any, that will be allocated to you will be based upon records maintained by the Plan's recordkeeper(s). Calculations regarding the individual distributions will be performed by the Settlement Administrator, whose determinations will be final and binding, pursuant to the Court-approved Plan of Allocation.

The Plan of Allocation will allocate the Net Settlement Fund as follows:

- A. For each Class Member, the Settlement Administrator shall determine an Average Qualifying Account Balance, defined as follows: Each Class Member's average, aggregate quarter-ending account balance invested in The Northern Trust Focus Funds for the period of June 1, 2015, to September 22, 2021.¹
- B. The Settlement Administrator shall then determine each Class Member's Entitlement Amount by calculating each individual's *pro rata* share of the Net Settlement Amount, based on their Average Qualifying Account Balance compared to the sum of all Class Members' Average Qualifying Account Balances.
- C. If the Final Entitlement Amount of the settlement payment to a Former Participant is calculated by the Settlement Administrator to be less than \$10.00, then that Former Participant's *pro rata* share of the Net Settlement Amount shall be zero for all purposes. The Settlement Administrator shall then remove any Former Participants whose Final Entitlement Amount was less than \$10.00 and repeat the calculation outlined in §B with the remaining Class Members.
- D. The total of all Final Entitlement Amounts may not exceed the Net Settlement Amount. In the event that the Settlement Administrator determines that aggregate monetary payment pursuant to the Plan of Allocation would exceed the Net Settlement Amount, the Settlement Administrator is authorized to make such *pro rata* changes as are necessary to ensure that the aggregate monetary payment pursuant to the Plan Of Allocation does not exceed the Net Settlement Amount.

There are approximately 14,000 Class Members.

6. How Can I Receive My Distribution?

According to the Plan's records, you are a Former Participant. If this is correct, you do not need to do anything to receive your share of the Settlement.

7. When Will I Receive My Distribution?

The timing of the distribution of the Net Settlement Amount depends on several matters, including the Court's final approval of the Settlement and that approval becoming final and no longer subject to any appeals in any court. An appeal of the final approval may take several years. If the Settlement is approved by the Court, and there are no appeals, the Settlement distribution likely will occur in October-November 2025.

There Will Be No Payments Under The Settlement If The Settlement Agreement Is Terminated.

8. What is the Effect of Final Approval of the Settlement?

If the Court grants Final Approval of the Settlement, a final order and judgment dismissing the case will be entered in the Action. Payments under the Settlement will then be processed and distributed. The release by Class Members will also take effect. No Class Member will be permitted to continue to assert Plaintiffs' Released Claims in any other litigation against Defendants or the other persons and entities covered by the release, as described in Question No. 4.

If the Settlement is not approved, the case will proceed as if no settlement had been attempted or reached. If the Settlement is not approved and the case resumes, there is no guarantee that Class Members will recover more than is provided for under the Settlement, or anything at all.

¹ Mathematically stated, the *Average Qualifying Account Balance* shall be calculated as follows:

$$\begin{aligned} & (\text{Q3 2015 Account Balance}) + (\text{Q4 2015 Account Balance}) + (\text{Q1 2016 Account Balance}) + (\text{Q2 2016 Account Balance}) + \\ & (\text{Q3 2016 Account Balance}) + (\text{Q4 2016 Account Balance}) + (\text{Q1 2017 Account Balance}) + (\text{Q2 2017 Account Balance}) + \\ & (\text{Q3 2017 Account Balance}) + (\text{Q4 2017 Account Balance}) + (\text{Q1 2018 Account Balance}) + (\text{Q2 2018 Account Balance}) + \\ & (\text{Q3 2018 Account Balance}) + (\text{Q4 2018 Account Balance}) + (\text{Q1 2019 Account Balance}) + (\text{Q2 2019 Account Balance}) + \\ & (\text{Q3 2019 Account Balance}) + (\text{Q4 2019 Account Balance}) + (\text{Q1 2020 Account Balance}) + (\text{Q2 2020 Account Balance}) + \\ & (\text{Q3 2020 Account Balance}) + (\text{Q4 2020 Account Balance}) + (\text{Q1 2021 Account Balance}) + (\text{Q2 2021 Account Balance}) + \\ & (\text{Q3 2021 Account Balance} * (84/92)) \end{aligned}$$

Divided by 24.91 quarters during the Class Period.

9. Can I Get Out Of The Settlement?

No. The Class was certified under Federal Rule of Civil Procedure 23(b)(1). Therefore, as a Class Member, you are bound by any judgments or orders that are entered in the Action for all claims that were asserted in the Action or are otherwise included as Plaintiffs' Released Claims under the Settlement.

10. Do I Have A Lawyer In The Case?

The Court has appointed the law firm Scott+Scott Attorneys At Law LLP, Peiffer Wolf Carr Kane & Conway LLP, and The Law Offices of Michael M. Mulder as Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How Will The Lawyers Be Paid?

Class Counsel will file a petition for the award of Attorneys' Fees and Costs. This petition will be considered at the Fairness Hearing. The amount of fees (not including costs) that Class Counsel will request will not exceed one third of the Settlement Fund after subtracting Administrative Expenses and Service Awards for Plaintiffs. In addition, Class Counsel will seek no more than \$800,000 in litigation costs. Class Counsel will also ask for interest at the same rate as earned on the Settlement Fund until paid on the awarded Attorneys' Fees and Costs. Any Attorneys' Fees and Costs awarded by the Court to Class Counsel will be paid from the Qualified Settlement Fund and must be approved by the Court. Class Counsel has also agreed: (1) to undertake the additional risk of paying half of the Administrative Costs of the Settlement if the Settlement is not approved; (2) to supervise the dissemination of Notice and the claims and distribution processes; (3) to enforce the Settlement Agreement in accordance with its terms; and (4) to do (1)-(3) without additional pay.

As is customary in class action cases, in which Plaintiffs have spent time and effort on the litigation, Class Counsel will also ask the Court to approve Service Awards of \$7,500 each for six Plaintiffs (\$45,000 in total) who took on the risk of litigation, devoted considerable time, and committed to spend the time necessary to bring the case to conclusion. Their activities also included assisting in the factual investigation of the case by Class Counsel and providing information for the case. Any Service Awards to Plaintiffs awarded by the Court will be paid from the Qualified Settlement Fund.

A full application for Attorneys' Fees and Costs and for Service Awards will be filed with the Court on June 16, 2025 and made available on the Settlement Website, www.NorthernTrustERISA.com.

The Court will determine what fees and costs will be approved.

12. How Do I Tell The Court If I Don't Like The Settlement?

If you are a Class Member, you can tell the Court that you do not agree with the Settlement or some part of it. You may also object to Class Counsel's petition for Attorneys' Fees and Costs and Service Awards. To object, you must send the Court a written statement that you object to the Settlement in *Conlon v. The Northern Trust Co.*, Case No. 21-cv-2940 (N.D. Ill.), specifying the reason(s), if any, for each such objection made, including any legal support or evidence that you wish to bring to the Court's attention or introduce in support of such objection. Be sure to include your name, address, telephone number, signature, and proof of membership in the Settlement Class. Your written objection must be received by the Court no later than **July 1, 2025**. The Court's address is United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 1700, Chicago, IL 60604. Your written objection also must be mailed to the lawyers listed below, **no later than July 1, 2025**.

SCOTT+SCOTT ATTORNEYS AT LAW LLP

Attn: Kristen Anderson
230 Park Avenue, 24th Floor
New York, NY 10169

*Attorneys for Plaintiffs Denis J. Conlon, Diane M. Mato,
Brian J. Schroeder, Patrick A. Jacek, Peter Hanselmann,
and Alexander Pascale*

WILLKIE FARR & GALLAGHER LLP

Attn: Amanda S. Amert
300 North LaSalle Drive, Suite 5000
Chicago, IL 60654

*Attorneys for Defendants The Northern Trust Company,
The Northern Trust Company Employee Benefit
Administrative Committee, and Kimberly Soppi*

If an objector hires an attorney to represent him, her, or it for the purposes of making such objection pursuant to this paragraph, the attorney must serve a notice of appearance on the attorneys listed above and file it with the Court by no later than **July 1, 2025**.

Failure to serve objections(s) on either the Court or counsel for the Parties shall constitute a waiver of the objection(s). Any Class Member or other person who does not timely file and serve a written objection complying with the terms of this Order shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement, and any untimely objection shall be barred.

Please note that the Court's Order Granting Preliminary Approval of this Settlement provides that any party to the litigation may, but is not required to, serve discovery requests, including requests for documents and notice of deposition not to exceed two hours in length, on any objector. Any responses to discovery, or any depositions, must be completed within ten days of the request being served to the objector.

13. When and Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold a Fairness Hearing at **10:00 a.m. CST on July 29, 2025**, at the United States District Court for the Northern District of Illinois, Everett McKinley Dirksen United States Courthouse, 219 South Dearborn Street, Courtroom 1700, Chicago, IL 60604.

At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. After the Fairness Hearing, the Court will decide whether to give its final approval to the Settlement. The Court also will consider the petition for Class Counsel's Attorneys' Fees and Costs and Service Awards for Plaintiffs.

14. Do I Have To Attend The Fairness Hearing?

No, but you are welcome to come at your own expense. If you send an objection, you do not have to come to the Court to talk about it. If you mailed your written objection on time, the Court will consider it when the Court considers whether to approve the Settlement as fair, reasonable, and adequate. You also may pay your own lawyer to attend the Fairness Hearing, but such attendance is not necessary.

15. May I Speak At The Fairness Hearing?

If you are a Class Member, you may ask the Court for permission to speak at the Fairness Hearing. To do so, you must send a letter or other paper called a "Notice of Intention to Appear at Fairness Hearing in *Conlon v. The Northern Trust Co.*, Case No. 21-cv-2940 (N.D. Ill.)." Be sure to include your name, address, telephone number, and your signature. Your Notice of Intention to Appear must be mailed to the attorneys and filed with the Clerk of the Court, at the addresses listed in the Answer to Question No. 12, **no later than July 1, 2025**.

16. What Happens If I Do Nothing At All?

If you are a Former Participant and do nothing, you will participate in the Settlement of the Action as described above in this Settlement Notice if the Settlement is approved. According to the Plan's records, you are a Former Participant.

17. How Do I Get More Information?

If you have general questions regarding the Settlement, you can visit this website: www.NorthernTrustERISA.com, call (844) 525-9073, or write to the Settlement Administrator at:

**Northern Trust 401(k) Settlement Administrator
P.O. Box 2007
Chanhassen, MN 55317-2007**