

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

CASE NO: 1:22-cv-22962-AHS

**GRACE ANGELO and KERSTIN THOMPSON,
on behalf of the NCLC 401(k) Plan,
themselves and all others similarly situated,**

Plaintiffs,

v.

**NCL CORPORATION LTD, and
NCL (BAHAMAS) LTD., A BERMUDA
COMPANY,**

Defendants.

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of August __, 2023 is entered into between Named Plaintiffs Grace Angelo and Kerstin Thompson, on behalf of themselves, all Class Members and the Plan on the one hand, and Defendants on the other, all as defined herein.

**ARTICLE I
RECITALS**

1.1 On September 16, 2022, Plaintiff Grace Angelo (“Ms. Angelo”), a participant in the NCLC 401(k) Plan, filed a civil action styled *Angelo v. NCL Corporation Ltd et al.*, Case No. 1:22-cv-22962-SINGHAL-MCALILEY, in the United States District Court for the Southern District of Florida. Ms. Angelo’s Class Action Complaint asserts various claims against Defendants NCL Corporation Ltd. and NCL (Bahamas) Ltd. (“NCL”) relating to the administration of the Plan. It alleges that Defendants breached fiduciary duties under the Employee Retirement Income Security Act of 1974 (“ERISA”) and seeks an award of money

damages for Ms. Angelo, the Plan, and a putative class of Plan participants. It also seeks declaratory and injunctive relief and an award of attorneys' fees and litigation costs.

1.2 Prior to filing the Class Action Complaint, on July 19, 2022, Class Counsel (on behalf of Ms. Angelo) sent a letter addressed to "Plan Administrator" which requested certain Plan documents and submitted an administrative claim pursuant to the Plan's mandatory administrative claims review process. On August 25, 2022, NCL acknowledged receipt of the claim notice, notified Class Counsel that the claim notice had been forwarded to the NCL Investment Committee ("Committee") for review, and produced documents in response to Ms. Angelo's document requests. On October 14, 2022, the Committee notified Ms. Angelo of its decision to deny the administrative claim, and the reasons for its decision. Ms. Angelo submitted an appeal on November 7, 2022, and the Committee denied the appeal on December 29, 2022. During the course of the administrative process, NCL produced over 3,800 pages of documents relevant to Ms. Angelo's claims, including (1) the Plan's governing documents and trust agreements, (2) the Plan's mandatory fee-related disclosures, (3) a full set of the Committee's minutes dating back to 2016, along with presentations and reports shared with the Committee at those meetings, (4) the Plan's contracts with Prudential, (5) all versions of the Plan's Investment Policy Statement during the putative class period, (6) documents relating to the Plan's recordkeeper requests for proposal in 2018 and 2022, and (7) Ms. Angelo's quarterly account statements.

1.3 Defendants moved to dismiss the Class Action Complaint on January 9, 2023. Ms. Angelo filed an Answering Brief in Opposition to Defendants' Motion to Dismiss and a separate Motion to Strike Extrinsic Evidence Attached to Defendants' Motion to Dismiss ("Motion to Strike") on January 23, 2023.

1.4 As of February 6, 2023, Defendants' Motion to Dismiss and Ms. Angelo's Motion to Strike had each been fully briefed, and Ms. Angelo and Defendants had previously conferred and agreed to participate in a mediation in an effort to resolve this dispute. Accordingly, on the same date, the Parties filed a Joint Motion to Stay All Deadlines and Proceedings Pending Completion of Class-Wide Mediation.

1.5 On February 7, 2023, the Court ordered that the Parties participate in mediation on or before April 17, 2022.

1.6 Prior to the mediation, which was scheduled for April 3, 2023, Ms. Angelo submitted a detailed damages analysis to Defendants, and she and Defendants exchanged mediation statements and other relevant information.

1.7 On April 3, 2023, Ms. Angelo and Defendants and their respective counsel engaged in a full-day videoconference mediation with Robert Meyer, Esq. of JAMS, who has extensive experience handling ERISA fiduciary-breach lawsuits similar to this one. After extensive arms-length negotiations lasting approximately twelve hours, they agreed in principle to the material terms of a settlement, the terms of which are memorialized in this Settlement Agreement.

1.8 At the mediator's request, Ms. Angelo and Defendants drafted and signed a term sheet that included certain material components of their agreement before the conclusion of the mediation. The following day, Ms. Angelo and Defendants jointly filed a mediation report to inform the court that the case had "settled in full." (ECF 24.) Thereafter, the undersigned counsel began drafting the appropriate more fulsome settlement documents. Thereafter, Ms. Angelo initially expressed some reluctance about continuing with the settlement. As a result, Class Counsel sought permission to withdraw as counsel for Ms. Angelo. That Motion was

granted by the Court on May 8, 2023. (ECF No. 33). Ms. Angelo was given until May 18, 2023, to find new counsel. (ECF No. 33). Ms. Angelo thereafter retained Scott M. Beheren to represent her in her individual capacity. On May 21, 2023, Mr. Beheren filed a notice of appearance to appear on her behalf. (ECF No. 35.) Mr. Beheren represents Ms. Angelo in her individual capacity. He does not seek to be included as Class Counsel here.

1.9 On August 1, 2023, Ms. Angelo filed a notice of consent with the Court indicating as follows: “Plaintiff Grace Angelo consents to settlement in this matter as previously reached between the parties. The parties have exchanged settlement papers and they should be signed by parties shortly.” (Doc. 42).

1.10 Another class member, Kerstin Thompson, retained Class Counsel to represent her and agreed to serve as a new Class Representative in the event that Ms. Angelo was unwilling or unable to serve in that role. To that end, Plaintiff’s counsel filed a Motion to Amend adding Ms. Thompson as an additional Named Plaintiff. (ECF Nos. 31, 37). Ms. Thompson is now a Named Plaintiff and is prepared to serve as the second class representative. Defendants have no objection to Ms. Thompson serving as the second class representative. The Parties respectfully ask that this Honorable Court permit Ms. Thompson to serve as the second class representative to ensure the rights of the class are protected and, additionally, to protect the settlement both sides worked very hard to reach (at tremendous expense).

1.11 Plaintiffs and Class Counsel consider it desirable and in the best interest of the Class that the claims against Defendants be settled by Plaintiffs, on behalf of themselves and on behalf of all Class Members and the Plan, upon the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate and that this Settlement will result in significant benefits to the Class and the Plan.

1.12 Defendants admit no wrongdoing or liability with respect to any of the allegations or claims in this Action and expressly deny that they have breached any duty under ERISA or committed any act or omission giving rise to any liability. Defendants also have denied, and continue to deny, that Plaintiffs or any Class Member was harmed by the conduct alleged in the Action or that could have been alleged as part of the Action. Defendants maintain that they are without fault or liability and are settling the Action solely to avoid substantial litigation costs. Defendants contend that the Plan has been managed, operated, and administered at all relevant times reasonably and prudently, in the best interest of the Plan and participants of the Plan, and in compliance with ERISA and applicable regulations, including the fiduciary-duty provisions of ERISA. This Settlement Agreement, and the discussions preceding it, shall in no event constitute, be construed as, or be deemed evidence of, an admission, or concession of fault or liability of any kind by Defendants.

1.13 To avoid the risks and uncertainty of litigation, and after consulting with counsel and considering the facts and applicable law, the Parties wish to fully and finally resolve this Action upon the terms and conditions set forth in this Settlement Agreement.

1.14 Therefore, Defendants and Plaintiffs, on behalf of themselves and on behalf of all Class Members and the Plan, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement.

ARTICLE II DEFINITIONS

2.1 “Action” means the lawsuit styled *Angelo v. NCL Corp. Ltd. et al*, Case No. 22-cv-22962, pending in the United States District Court for the Southern District of Florida.

2.2 “Active Account” means a Class Member’s individual account in the Plan that has

not been closed and has a positive balance as of the date of March 31, 2023.

2.3 “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including: (a) all fees, expenses, and costs associated with the production, publication and dissemination of the Class Notice; (b) all Taxes and Tax-Related Costs as described in Article IV; (c) all expenses and costs associated with calculating and distributing funds pursuant to the Plan of Allocation; and (d) all fees and expenses of the Settlement Administrator and Escrow Agent. Excluded from Administrative Expenses are: Defendants’ internal expenses (such as their legal expenses and share of the mediation fee) and Plaintiffs’ and Class Counsel’s internal expenses in excess of any amount of Attorneys’ Fees and Costs awarded by the Court.

2.4 “Alternate Payee” means a person other than a Participant, Former Participant, or Beneficiary, who is entitled to receive a benefit under the Plan as a result of a valid QDRO, where the QDRO relates to a participant’s balance in the Plan during the Class Period.

2.5 “Attorneys’ Fees and Costs” means any and all attorneys’ fees, costs (including fees and costs charged or incurred by retained experts or consultants), and expenses of Class Counsel for their past, present, and future work, efforts, and expenditures in connection with the Action and Settlement.

2.6 “Authorized Former Participant” means a Former Participant who has submitted a completed, satisfactory Former Participant Claim Form by the Claims Deadline set by the Court in the Preliminary Approval Order, and whose Former Participant Claim Form is accepted by the Settlement Administrator.

2.7 “Beneficiary” means a person who is entitled to receive a benefit under the Plan, as determined by the Plan Administrator on or before the date of the Preliminary Approval

Order, that is derivative of a deceased Participant's or Former Participant's interest in the Plan, other than an Alternate Payee. A Beneficiary includes, but is not limited to, a surviving spouse, child, parent, domestic partner, estate or other individual or trust designated by the Participant or Former Participant or determined under the terms of the Plan to be entitled to a benefit.

2.8 "CAFA" means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332, 1453, 1711-15.

2.9 "Class" or "Settlement Class" means a class to be certified under Fed. R. Civ. P. 23(b)(1) and/or (b)(2) for settlement purposes only, consisting of all Participants in and Beneficiaries of the Plan at any time during the Class Period, including any beneficiary of a deceased person who was a participant in the Plan at any time during the Class Period, and any Alternate Payees, in the case of a person subject to a QDRO who was a participant in the Plan at any time during the Class Period. The Class shall exclude the following individuals: Lynn White, Howard Flanders, Faye Ashby, Mark Kansley, Steve Roth, Daniel S. Farkas and Jeffrey Anderson, Francisco "Frank" J. Del Rio, Harry Sommer, David Herrera, Andrea DeMarco a/k/a Andrea Sieger, Frank A. Del Rio, Robin Lindsay.

2.10 "Class Counsel" means Wenzel Fenton Cabassa, P.A. and McKay Law, LLC.

2.11 "Class Members" means all individuals in the Class, including the Class Representative.

2.12 "Class Notice" means the notice of the Settlement to the Class Members in substantially the form of Exhibit 4, to be provided pursuant to the Preliminary Approval Order in the manner and form approved by the Court and in compliance with Rule 23 of the Federal Rules of Civil Procedure.

2.13 "Class Period" means the period from September 16, 2016 through March 31,

2023.

2.14 “Class Representatives” and “Plaintiffs” mean Grace Angelo and Kerstin Thompson.

2.15 “Complaint” refers to any or all of the Class Action Complaint filed by Ms. Angelo and the First Amended Complaint filed by Plaintiffs in the Action.

2.16 “Court” means the United States District Court for the Southern District of Florida.

2.17 “Current Participant” means a Class Member who has an Active Account in the Plan as of March 31, 2023.

2.18 “Defendants” mean NCL Corporation Ltd. and NCL (Bahamas) Ltd.

2.19 “Defendants’ Counsel” means Bryan Cave Leighton Paisner LLP.

2.20 “Effective Date” means the first date on which the Final Approval Order and Judgment has become Final.

2.21 “ERISA” means the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*, as amended, including all regulations promulgated thereunder.

2.22 “Escrow Agent” means the entity agreed to by the Parties to act as escrow agent for any portion of the Settlement Amount deposited in or accruing in the Settlement Fund pursuant to this Agreement.

2.23 “Fairness Hearing” means the hearing to be held before the Court to consider (a) any objections from Class Members to the Settlement Agreement; (b) Class Counsel’s request for an award of Attorneys’ Fees and Costs; and (c) whether to finally certify the Class and approve the Settlement Agreement pursuant to Federal Rule of Civil Procedure 23.

2.24 “Final” shall mean, with respect to any judicial ruling, judgment, or order, that the

ruling, judgment, or order remains in effect and that the period for any appeals, petitions, motions for reconsideration, rehearing, or certiorari, or any other proceedings for review (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that there has occurred a full and final disposition of any such Review Proceeding without a reversal or modification, including the exhaustion of proceedings in any remand and/or subsequent appeal after remand. Notwithstanding any other provision hereof, the Final Approval Order and Judgment shall be deemed Final without regard to whether: (i) the Court has entered an order regarding the Plan of Allocation or the award of Attorneys’ Fees and Costs; (ii) any order referred to in (i) has become final; or (iii) any order referred to in (i) is reversed or modified on appeal.

2.25 “Final Approval Order and Judgment” means the order entered by the Court finally approving the Settlement Agreement, implementing the terms of the Settlement Agreement, and dismissing the Action with prejudice, substantially in the form of the attached Exhibit A to the Motion for Preliminary Approval.

2.26 “Former Participant” means a Participant during the Class Period who does not have an Active Account in the Plan as of March 31, 2023.

2.27 “Gross Settlement Amount” shall have the meaning given to it in Section 4.2.

2.28 “Independent Fiduciary” means the person or entity selected by the Plan’s sponsor to serve as an independent fiduciary to the Plan with respect to the Agreement as set forth in Section 3.1.

2.29 “Independent Fiduciary Fees and Costs” means all reasonable fees, costs and expenses of the Independent Fiduciary.

2.30 “Net Settlement Amount” means the Gross Settlement Amount minus (a) any

Attorneys' Fees and Costs awarded by the Court to Class Counsel; (b) all Administrative Expenses; and (c) Independent Fiduciary Fees and Costs.

2.31 "Participant" means an individual who has or had an individual account in the Plan at any time during the Class Period.

2.32 "Parties" mean Plaintiffs and Defendants.

2.33 "Plan" means the NCLC 401(k) Plan.

2.34 "Plan Administrator" means NCL (Bahamas) Ltd. and its designee(s).

2.35 "Plan of Allocation" means the document setting forth the methodology for allocating and distributing the Net Settlement Amount, substantially in the form of Exhibit 3 to the Settlement Agreement.

2.36 "Plan Recordkeeper" means the entity that currently maintains electronic records of the Plan's Participants and Former Participants and their individual accounts.

2.37 "Preliminary Approval Motion" shall refer to the motion seeking preliminary certification of the Class and preliminary approval of the Settlement Agreement, to be filed pursuant to Section 3.3.

2.38 "Preliminary Approval Order" means the order entered by the Court preliminarily approving the Settlement Agreement, pursuant to Section 3.3, substantially in the form of Exhibit 1 to the Settlement Agreement.

2.39 "QDRO" means, for the purposes of this Agreement, a valid Qualified Domestic Relations Order as defined in 29 U.S.C. § 1056(d)(3)(K), and as determined by the Plan Administrator on or before the date of the Preliminary Approval Order.

2.40 "Qualified Settlement Fund" means the interest-bearing settlement fund account to be established and maintained by the Settlement Administrator with the Escrow Agent

pursuant to Article 4 herein and intended to qualify as a “qualified settlement fund” within the meaning of Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1.

2.41 “Released Claims” means any and all actual or potential claims (including any Unknown Claims), actions, causes of action, demands, obligations, or liabilities (including claims for attorney’s fees, expenses, or costs), whether arising under federal, state, or local law, whether by statute, contract, tort or equity or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, and any other relief against the Released Parties through the date the Court enters the Final Approval Order and Judgment:

(a) that were asserted in the Action that or that could have been asserted in the Action and arise out of the conduct alleged in the Complaint;

(b) that arise out of, relate to, are based on, or have any connection with: (1) the selection, retention, performance, and monitoring of the Plan’s actual or potential investment options and service providers during the Class Period; (2) the performance, costs, fees, and other characteristics of the Plan’s investment options during the Class Period, including any revenue sharing paid by any such investment options or used to pay service provider fees; (3) the Plan’s fees and expenses during the Class Period, including without limitation its recordkeeping and other service provider fees; or (4) the nomination, appointment, retention, monitoring, and removal of the Plan’s fiduciaries during the Class Period;

(c) that would be barred by *res judicata* based on entry of the Final Approval Order and Judgment;

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

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

“Released Claims” do not include (i) non-ERISA claims that Named Plaintiffs Grace Angelo and Kerstin Thompson (solely in their individual capacities) may have against NCL relating to their employment at NCL, including claims under the Fair Labor Standards Act (FLSA) and Family and Medical Leave Act (FMLA) or (ii) claims that NCL may have against Plaintiffs (solely in their individual capacities) relating to their employment at NCL.

2.42 “Released Parties” means (i) Defendants and (as applicable) their past, present and future affiliates, subsidiaries, parent companies, predecessors, successors, successors-in-interest, assigns, insurers, co-insurers, reinsurers, directors, officers, employees, fiduciary committee members, managers, agents, independent contractors, subcontractors, representatives, attorneys, consultants, accountants, auditors, advisors, personal representatives, spouses, heirs, executors, associates, immediate family members, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary); (ii) the Plan’s employee benefit plan administrators, recordkeepers, trustees, custodians, advisors, consultants and other service providers (and their respective owners, directors, officers, managers, agents and representatives), and (iii) all persons acting under, by, through or in concert with any of the foregoing.

2.43 “Settlement Administrator” means America Legal Claims which Class Counsel has retained to perform the responsibilities assigned to the Settlement Administrator as set forth in this Settlement Agreement and in the Plan of Allocation.

2.44 “Settlement Agreement” means the compromise and settlement embodied in this document and its exhibits, including any modifications or amendments adopted pursuant to Section 10.7.

2.45 “Unknown Claims” means any Released Claims that Plaintiffs or any Class Members do not know or suspect to exist in their favor at the time of the release of the Defendant Released Parties, including claims which, if known by them, might have affected their settlement with the Defendants and release of the Defendant Released Parties, or might have affected their decision not to object to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs, individually, as Class Representative and on behalf of the Plan, shall be deemed to have waived, and by operation of the Final Approval Order and 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 or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

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

The Parties acknowledge, and each of the other Class Members and each Released Party shall be deemed by operation of law to have acknowledged, that the Released Claims in this Settlement Agreement include Unknown Claims and that the foregoing waiver was separately bargained for and a key element of the Settlement Agreement.

ARTICLE III CONDITIONS TO SETTLEMENT

3.1 *Approval by the Independent Fiduciary.* The Independent Fiduciary shall determine whether to approve and authorize the Settlement Agreement and the Released Claims on behalf of the Plan, and shall have the following responsibilities in connection with that determination:

3.1.1 The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, “Release of Claims and Extensions of Credit in Connection with Litigation,” issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended (“PTE 2003-39”), in making its determination.

3.1.2 The Independent Fiduciary shall: (a) determine whether to approve the Settlement Agreement on behalf of the Plan; (b) determine whether to authorize the release of the Released Claims on behalf of the Plan; and (c) either (i) authorize the Settlement Agreement in accordance with PTE 2003-39, or (ii) find that the Settlement Agreement does not constitute a prohibited transaction under ERISA Section 406, 29 U.S.C. § 1106, in each case in a written instrument in a form acceptable to the Plan’s fiduciaries in their sole discretion.

3.1.3 The Parties and their counsel shall fully cooperate in providing information to the Independent Fiduciary, as requested. The Parties shall in good faith attempt to obviate any objection or concern with respect to the Settlement Agreement raised by the Independent Fiduciary.

3.1.4 The Independent Fiduciary shall notify the Plan’s fiduciaries of its determination in writing and in accordance with PTE 2003-39, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing. Defense Counsel shall provide Class Counsel with a copy of the Independent Fiduciary’s written determination within five (5) calendar days of receipt.

3.1.5 Independent Fiduciary Fees and Costs shall be paid from the Gross

Settlement Amount as provided in Section 4.7.1.

3.2 CAFA Notice. Within ten (10) calendar days after the filing of the Preliminary Approval Motion, Defendants shall comply with the notice requirements of CAFA.

3.3 Preliminary Approval Motion. Promptly upon execution of the Settlement Agreement by all Parties, Plaintiffs will move for entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit 1 to the Settlement Agreement. Such order shall, at a minimum, seek preliminary approval of the Settlement Agreement, authorize the dissemination of the Class Notice to the Class, and set a date for the Fairness Hearing which is no sooner than 120 calendar days after the date the Preliminary Approval Order is entered. Defendants stipulate and agree to the propriety of the aforementioned relief and may not oppose the motion insofar as it seeks such relief, but reserve the right to submit a filing relating to the motion.

3.4 Class Certification Motion. In conjunction with her Preliminary Approval Motion, Plaintiffs shall move the Court for certification of the Class for settlement purposes only, pursuant to Federal Rules of Civil Procedure 23(a) and 23(b)(1). Solely for purposes of the settlement embodied in this Settlement Agreement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Action as a class action pursuant to Federal Rules 23(a) and 23(b)(1); and (b) certification of Plaintiffs as Class Representatives for the Class pursuant to Federal Rule 23(g). If the Court does not issue the Final Approval Order and Judgment, then no Class shall be deemed to have been certified by or as a result of this Agreement, Defendants shall not be deemed to have admitted the propriety of certification of the Class under any provision of Federal Rule of Civil Procedure 23, and the Action shall for all purposes revert to its status prior to the date of this Settlement Agreement.

3.5 Class Notice. In accordance with the terms of the Preliminary Approval Order to be entered by the Court, Class Counsel shall cause the Settlement Administrator to mail the Class Notice to each Class Member and to mail the Former Participant Claim Form to each Former Participant. The Class Notice shall be sent by first-class mail, postage prepaid, to the last known address of each Class Member provided by the Plan Recordkeeper through Defense Counsel, unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses provided by the Plan Recordkeeper. The Former Participant Claim Form shall be included with the Class Notice that is mailed to the Former Participants. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Class Notice is returned and re-mail such documents one additional time.

3.6 Final Approval. Plaintiffs, through Class Counsel, shall move the Court for final approval of the Settlement Agreement no later than the deadline set by the Court in the Preliminary Approval Order, or as may be extended by the Court. On or after the date set by the Court for the Fairness Hearing pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court shall determine, among other things: (a) whether to enter the Final Approval Order and Judgment finally certifying the Class and approving the Settlement Agreement; and (b) what, if any, award of Attorneys' Fees and Expenses should be awarded to Class Counsel pursuant to Article VIII of this Settlement Agreement.

ARTICLE IV THE QUALIFIED SETTLEMENT FUND

4.1 Establishment of the Qualified Settlement Fund. Class Counsel shall establish, or shall cause the Settlement Administrator to establish, the Qualified Settlement Fund with the Escrow Agent. The Parties agree that the Qualified Settlement Fund is intended to be, and will be, an interest-bearing "qualified settlement fund" within the meaning of Section 468B of the

Internal Revenue Code and Treas. Reg. § 1468B-1, and will be structured and administered to preserve, to the maximum degree possible, the tax benefits associated with ERISA-qualified plans. The Parties shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Qualified Settlement Fund shall be governed by this Settlement Agreement. Class Counsel shall provide to Defendants: (i) written notification of the date of establishment of the Qualified Settlement Fund; (ii) written notification of the following information regarding the Escrow Agent and Qualified Settlement Fund: the Escrow Agent's name and address, any applicable ABA number, account number, account name, the applicable IRS Form W-9 and taxpayer identification number, and any additional information needed for Defendants to deposit the Gross Settlement Amount into the Qualified Settlement fund.

4.2 Defendants' Payment Obligation. Within thirty (30) days of the entry of the Preliminary Approval Order, Defendants shall pay \$50,000 into the Qualified Settlement Fund to allow for payment of initial Administrative Expenses and Independent Fiduciary Expenses that may arise before the Court's entry of the Final Approval Order and Judgment. However, if Plaintiffs' Counsel has not provided Defendants with the notifications and information required in Section 4.1 within twenty (20) days of the entry of the Preliminary Approval Order, then the deadline for depositing this amount shall be extended to ten (10) calendar days after the date on which Plaintiffs' Counsel provides the required notifications and information. Within thirty (30) calendar days of the Effective Date of the Settlement Agreement, Defendants shall pay an additional \$565,000 into the Qualified Settlement Fund. The sum of these two payments, \$615,000, shall constitute the "Gross Settlement Amount." The Gross Settlement Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel made on behalf of Defendants in connection with the Settlement effectuated through this

Settlement Agreement. Defendants and their insurers will make no additional payment in connection with the Settlement of the Action. In the event there is no Final Approval Order and Judgment that becomes Final, then the Gross Settlement Amount, plus any interest earned and less any Administrative Expenses and Independent Fiduciary Expenses already incurred, shall be returned to Defendants pursuant to Section 9.3.

4.3 *Defendants' Obligations Regarding Class Member Data.* Defendants shall work with the Plan Recordkeeper to provide data regarding Class Members (including but not limited to contact information, participation status during the Class Period, Beneficiary and Alternate Payee information (as applicable), and quarterly-ending account balances throughout the Class Period) to the Settlement Administrator and/or Class Counsel, as reasonably requested by the Settlement Administrator and/or Class Counsel, for purposes of administering the Plan of Allocation. Defendants shall be responsible for any payments, costs, and fees incurred in providing the data described above. Neither Defendants nor their insurer shall be responsible for any payments, costs, fees or other charges in connection with any transfer(s) from the Qualified Settlement Fund into Active Accounts.

4.4. *No Additional Obligations.* Defendants and the other Released Parties shall not be responsible for any payments, costs or fees whatsoever under the Settlement Agreement except as expressly set forth in this Article. The Gross Settlement Amount shall be the full and sole monetary contribution made by the Released Parties in connection with this Settlement Agreement. Any award of Attorneys' Fees and Costs, any Administrative Expenses, and any other claim for expenses relating to the Action and the Settlement, shall be paid from the Gross Settlement Amount. All taxes on the income of the Qualified Settlement Fund and tax-related expenses incurred in connection with the taxation of the Qualified Settlement Fund shall be the

responsibility of Plaintiffs and Class Counsel and shall be paid out of the Qualified Settlement Fund.

4.5 Administration of the Qualified Settlement Fund. Subject to Court approval and oversight, the Qualified Settlement Fund shall be controlled by the Settlement Administrator. The Settlement Administrator shall be the “administrator” of the Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3) and shall be solely responsible for filing tax returns for such account and paying from such account any Taxes owed with respect to the account. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, all necessary documentation for signature by all necessary parties, and thereafter to cause all appropriate filings to be timely made. Neither Defendants, Defendants’ Counsel, the Released Parties, Plaintiffs, or Class Counsel shall have any liability whatsoever for the acts and omissions of the Settlement Administrator. The Settlement Administrator shall not disburse the Gross Settlement Amount or any portion of the Qualified Settlement Fund except as provided for in this Agreement, by an order of the Court, or with the prior written agreement of Class Counsel and Defendants’ Counsel.

4.5.1 The Settlement Administrator is authorized to execute transactions on behalf of Class Members that are consistent with the terms of this Agreement and with orders of the Court.

4.5.2 All funds held in the Qualified Settlement Fund shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Agreement.

4.5.3 The Settlement Administrator shall, to the extent practicable and prudent, invest the Qualified Settlement Fund in discrete and identifiable instruments backed by the full faith and credit of 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. The Settlement Administrator shall maintain records identifying in detail each instrument in which the Qualified Settlement Fund or any portion thereof has been invested, and identifying the precise location (including any safe deposit box number) and form of holding of each such instrument. Neither the Qualified Settlement Fund nor any portion thereof shall be commingled with any other monies in any instruments. Any cash portion of the Qualified Settlement Fund not invested in instruments of the type described in the first sentence of this Section 4.5.3 shall be maintained by the Settlement Administrator, and not commingled with any other monies, in a bank account, which shall promptly be identified to the Parties at any Party's request by bank and account number and any other identifying information. The Settlement Administrator and Class Members shall bear all risks related to investment of the Qualified Settlement Fund. All income, gain, or loss earned by the investment of the Qualified Settlement Fund shall be credited to the account established by the Escrow Agent.

4.5.4 All taxes on the income of the Qualified Settlement Fund (for purposes of this Article, "Taxes") and expenses and costs incurred in connection with the taxation of such account (including expenses of tax attorneys and accountants) ("Tax-Related Costs") shall be timely paid by the Settlement Administrator out of

the Qualified Settlement Fund.

4.5.5 Beginning thirty (30) calendar days after the entry of the Preliminary Approval Order, and on every thirtieth (30th) calendar day thereafter, the Settlement Administrator shall provide the Parties with a detailed accounting of any Administrative Expenses expended to date. Any disputes as to whether amounts billed by the Settlement Administrator are reasonable and necessary under this Agreement shall be resolved by the Court.

4.6 *Plan of Allocation.* Class Counsel shall propose to the Court a Plan of Allocation for approval in substantial conformity to the one attached as Exhibit 3 to the Settlement Agreement, which shall provide the methodology for calculating, allocating and distributing the Net Settlement Amount. Defendants may not take any position on the Plan of Allocation, but reserve the right to review and comment on a draft of the Plan of Allocation prior to its presentation to the Court for approval. Defendants' sole responsibility relating to the Plan of Allocation is to work with the Plan Recordkeeper to provide data regarding Class Members as described in this Article. Notwithstanding anything else in this Agreement, any revisions to the Plan of Allocation that would increase the Gross Settlement Amount or require Defendants or any Released Party to incur additional expenses or costs or to provide data not reasonably available shall be deemed a material alteration of this Agreement and shall entitle Defendants, at their election, to terminate the Agreement.

4.7 *Distributions to Class Members.*

4.7.1 Subject to Court approval and oversight, the Qualified Settlement Fund shall be distributed as follows: (a) first, to pay all Administrative Expenses, Taxes, Tax-Related Costs and Independent Fiduciary Fees and Costs; (b) second,

to pay all Attorneys' Fees and Expenses approved by the Court; and (c) third, to make distributions to Class Members pursuant to the Plan of Allocation. The portion of the Qualified Settlement Fund that remains after payment of the items listed in (a) and (b) of this subsection shall constitute the "Net Settlement Amount." Within thirty (30) days after the Effective Date, the Settlement Administrator shall calculate and set aside a contingency reserve for unpaid and estimated future Administrative Expenses and estimated adjustments for data or calculation errors.

4.7.2 After the Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed in accordance with the Plan of Allocation approved by the Court. The Settlement Administrator shall bear sole responsibility for calculating the amounts distributable to Class Members pursuant to the Plan of Allocation. To be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant, a Former Participant, a Beneficiary or an Alternate Payee. The Settlement Administrator shall be solely responsible for attempting to locate missing Class Members, and neither Defendants, the Plan Administrator, nor the Plan Recordkeeper shall have any responsibility for locating missing Class Members.

4.7.3 Class Members who receive a check from the Settlement Administrator under the Plan of Allocation must deposit or cash their checks within one hundred and eighty (180) calendar days of issuance. Any check that is not cashed as of that time will be void, and the Settlement Administrator shall be instructed to return any such funds to the Qualified Settlement Fund. This limitation shall be

printed on the face of each check. Notwithstanding these requirements, the Settlement Administrator shall have the authority to reissue checks to Class Members where it determines that there is good cause to do so, provided that doing so will not compromise the Settlement Administrator's ability to implement the Plan of Allocation. The avoidance of checks shall have no effect on the Class Members' release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

4.7.4 Each Class Member who receives a payment under this Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold Defendants, Defendants' Counsel, the Released Parties, Class Counsel, and the Settlement Administrator harmless from (a) any tax liability, including, without limitation, penalties and interest, related in any way to payments or credits under the Agreement, and (b) the costs (including, without limitation, fees, costs and expenses of attorneys, tax advisors, and experts) of any proceedings (including, without limitation, any investigation, response, and/or suit), related to such tax liability.

4.7.5 Any funds associated with checks that are not cashed within one hundred and eighty (180) calendar days of issuance and any funds that cannot be distributed to Class Members for any other reason, together with any interest earned on them, and any funds remaining after the payment of any applicable Taxes by the Escrow Agent, shall be returned to the Qualified Settlement Fund by the Settlement Administrator to be distributed as described in the Plan of

Allocation.

4.8 Excess Funds Following Distribution. Any portion of the Net Settlement Amount that is remaining in the Qualified Settlement Fund after the payment of all items listed in subparts (a)-(c) of Section 4.7.1 and the completion of distributions to Class Members pursuant to the Plan of Allocation shall revert to NCL after two years, to be used to defray Plan expenses.

ARTICLE V RELEASES AND COVENANT NOT TO SUE

5.1 Release by Plaintiffs, Class Members and the Plan. As of the Effective Date, the Plan (subject to Independent Fiduciary approval as required by Section 3.1), Plaintiffs and all Class Members (and their respective beneficiaries, heirs, descendants, dependents, marital community, administrators, executors, representatives, predecessors, successors and assigns) fully, finally and forever release, settle, relinquish, waive and discharge the Released Parties from the Released Claims. Plaintiffs, Class Members, Class Counsel and the Plan may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Such facts, if known by them, might have affected the decision to settle with Defendants or the decision to release, relinquish, waive and discharge the Released Claims, or the decision of a Class Member not to object to the Settlement Agreement. Notwithstanding the foregoing, each Class Member and the Plan shall expressly, upon the Effective Date, be deemed to have, and by operation of the Final Approval Order and Judgment, shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims (including Unknown Claims). The Class Members and the Plan acknowledge and shall be deemed by operation of the Final Approval Order and Judgment to have acknowledged that the foregoing release was bargained for separately and is a key element

of the settlement embodied in the Settlement Agreement.

5.2 *Covenant Not To Sue by Plaintiffs, Class Members and the Plan.* As of the Effective Date, Plaintiffs, all Class Members and the Plan are enjoined from instituting, maintaining, prosecuting or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement. Should Plaintiffs or Class Members breach the terms of this Section 5.2, any adversely affected Released Party may recover its attorneys' fees and costs it may incur to enforce the provisions of this Section 5.2 following provision of notice and a reasonable opportunity for the breaching party to cure the breach.

5.3 *Release by Defendants.* As of the Effective Date, Defendants (on behalf of themselves and any successors-in-interest) each shall fully, finally and forever release, settle, relinquish, waive and discharge, and shall forever be enjoined from instituting, maintaining, prosecuting or asserting any cause of action, demand, or claim against the other Released Parties, Plaintiffs, the Plan, Class Members and Class Counsel on the basis of, connected with, or arising out of the prosecution of the Action.

ARTICLE VI REPRESENTATIONS, WARRANTIES AND FURTHER AGREEMENTS

- 6.1. *Representations and Warranties by All Parties.*** The Parties represent:
- 6.1.1** That they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own counsel, concerning the nature, extent, and duration of their rights and claims hereunder

and regarding all matters that relate in any way to the subject matter hereof.

6.1.2 That they assume the risk of mistake as to facts or law.

6.1.3 That they recognize that additional evidence may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement Agreement.

6.1.4 That they have read carefully the contents of this Settlement Agreement, and this Settlement Agreement is signed freely by each individual executing the Settlement Agreement on behalf of each of the Parties.

6.1.5 That they have made such investigation of the facts pertaining to the Settlement Agreement and all matters pertaining thereto, as they deem necessary.

6.2. *Representations by Signatories.* Each individual executing this Settlement Agreement on behalf of a settling Party does hereby personally represent and warrant that he/she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

6.3. *Additional Representations by Named Plaintiffs.* Named Plaintiffs Grace Angelo and Kerstin Thompson represent that they have not assigned or otherwise transferred any interest in any Released Claim against any Released Party, and that they shall not assign or otherwise transfer any interest in any Released Claim prior to the Effective Date. Plaintiffs, on behalf of themselves and the Class, will have no surviving claims or causes of action against the Released Parties for the Released Claims, from and after the Effective Date.

ARTICLE VII NO ADMISSION OF LIABILITY

The Parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of

consideration for this Settlement Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by any of the Defendants, or give rise to any inference of wrongdoing or liability in the Action or any other proceeding. This Agreement and the consideration provided hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. The Defendants specifically deny any such liability or wrongdoing, and state that they are entering into the Agreement solely to eliminate the burden and expense of protracted litigation. Further, Plaintiffs have concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, themselves, and the Class given, among other things, the inherent risks, difficulties, and delays in complex ERISA lawsuits, like the Action. Neither the fact of this Settlement nor the terms of this Settlement Agreement shall be used, offered, or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Settlement Agreement, whether affirmatively or defensively.

ARTICLE VIII ATTORNEYS' FEES AND EXPENSES

Class Counsel may file a motion for an award of Attorneys' Fees and Costs not to exceed **one-third** of the Gross Settlement Amount, which is equivalent to \$205,000.00 in attorneys' fees, plus reasonable litigation expenses advanced and carried by Class Counsel for the duration of the Action. Such motion shall be filed no later than thirty (30) days before the deadline set in the Preliminary Approval Order for objections to the Settlement. Any amount awarded by the Court in response to such motion shall be paid by the Settlement Administrator solely out of the Gross Settlement Amount and shall (if approved by the Court) be deducted from the Qualified Settlement Fund prior to the distribution of the Net Settlement Amount to the Class Members. The procedure for the allowance or disallowance by the Court of any award of Attorneys' Fees

and Costs shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceedings relating to the motion, or any appeal of any order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

ARTICLE IX TERMINATION OF THE SETTLEMENT AGREEMENT

9.1 *Grounds for Automatic Termination.* The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

9.1.1 Pursuant to Section 3.1, the Independent Fiduciary does not approve the Plan's release of Released Claims or the Settlement Agreement, or the Plan's fiduciaries reasonably conclude that the Independent Fiduciary's approval does not meet the requirements of PTE 2003-39; and (b) the settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary that would satisfy the requirements of PTE 2003-39.

9.1.2 The Preliminary Approval Order and the Final Approval Order are not entered by the Court in substantially the form submitted by the Parties or in a form which is otherwise agreed to by the Parties.

9.1.3 The Class is not certified pursuant to Fed. R. Civ. P. 23(b)(1) and/or (b)(2) as defined herein or in a manner which is otherwise agreed to by the Parties.

9.1.4 The Settlement Agreement is disapproved by the Court or the Final Approval Order is reversed, vacated or modified on appeal or for any other reason fails to become Final, and the Parties do not agree to modify the terms of the Settlement to facilitate a final approval order that becomes Final.

9.2 *Parties' Obligation to Confer.* If the Preliminary Approval Order is not entered by the Court in substantially the form submitted by the Parties, the Parties will confer in good faith in an effort to reach agreement on modifying the Settlement Agreement and/or filing an amended motion to obtain preliminary approval.

9.3 *Effect of Termination.* If the Settlement Agreement is terminated, deemed null and void, or has no further force or effect, then, (a) the Action shall revert to its status as of the date of this Settlement Agreement as though the Parties never executed the Settlement Agreement; (b) no Released Claims shall be deemed to have been released by virtue of the existence of this Settlement Agreement; (c) all funds deposited in the Qualified Settlement Fund and any interest earned thereon, less Administrative Expenses incurred prior to termination, shall be returned to Defendants within thirty (30) calendar days after the Settlement Agreement is finally terminated or deemed null and void; and (d) the certification of the Class shall be vacated and the Action shall proceed as if the Class had never been certified.

9.4 *Effect of Denial or Partial Denial of Request for Attorneys' Fees and Costs.* It shall not be deemed a failure to approve the Settlement Agreement or a ground for termination if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs.

9.5 *Survival.* This Article IX shall survive any termination of the Settlement Agreement, as will Sections 4.1, 4.5 (including its subparts), 4.7.4 and 4.7.5.

ARTICLE X GENERAL PROVISIONS

10.1 *Governing Law.* This Settlement Agreement shall be governed by the laws of the United States of America, to the extent applicable, and otherwise in accordance with the internal laws (as opposed to the conflicts of law provisions) of the State of Florida relating to contracts made and to be performed in Florida.

10.2 *Dispute Resolution.* Any controversies or disputes relating to compliance with this Settlement Agreement, with the exception of any and all controversies or disputes concerning compliance with Article V of this Settlement Agreement, shall be resolved as follows:

10.2.1 The Party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other Party, including in such notice (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a description of the alleged non-compliance; (c) a description of the remedial action sought; and (d) a concise statement of the facts, circumstances, and arguments supporting the position of the party raising the dispute.

10.2.2 Within twenty (20) calendar days after receiving the notice described in Section 10.2.1, the receiving party shall respond in writing with its position and any facts, circumstances and arguments supporting its position.

10.2.3 For a period of not more than twenty (20) calendar days of delivery of the response described in Section 10.2.2, the Parties shall undertake good-faith negotiations to attempt to resolve the dispute.

10.2.4 If the dispute is not resolved during the period described in Section 10.2.3, the Parties shall mediate the dispute with a mutually agreed mediator on the earliest reasonably practicable date; provided, however, that the scope of such mediation shall be expressly limited to the dispute set forth in the initial notice and response. The Parties shall share the cost for engaging said mediator.

10.2.5 Within thirty (30) calendar days after the conclusion of the Mediator's attempt to resolve the dispute (which date shall be determined in writing by

agreement of the settling Parties or by the mediator), if the dispute persists, any Party may request that the Court resolve the dispute.

10.2.6 The Parties will attempt to resolve any disputes quickly, expeditiously, inexpensively and in good faith.

10.2.7 In connection with any disputes concerning compliance with the Settlement Agreement (except for any disputes concerning compliance with Article V of the Settlement Agreement), each Party shall bear its own fees and costs unless the Court orders otherwise.

10.3 *Jurisdiction of the Court.* The Court shall have personal jurisdiction over the Class Members and Defendants and shall maintain that jurisdiction for purposes of resolving any disputes concerning compliance with the Settlement Agreement.

10.4 *Counterparts.* This Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or electronic means shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.

10.5 *Advice of Counsel.* The Parties hereby acknowledge that they have consulted with and obtained the advice of counsel prior to executing this Settlement Agreement.

10.6 *Headings.* Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement Agreement or the Articles or Sections they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein.

Whenever the words “include,” “includes,” or “including” are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words “without limitation.”

10.7 Amendments. Before entry of the Final Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of the Parties with notice to be given to the Court of the agreed modification or amendment. Following entry of the Final Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Parties, and only if the modification or amendment is approved by the Court.

10.8 Entire Agreement. This Settlement Agreement and the attached exhibits constitute the entire agreement among the Parties and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the attached exhibits.

10.9 Waiver. The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving Party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any Party shall not be deemed or construed as a waiver of any other breach or waiver by any other Party, whether prior, subsequent, or contemporaneous, of this Settlement Agreement.

10.10 Cooperation. The Parties agree, without further consideration, and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement. The undersigned counsel, on behalf of themselves and the Parties, agree to cooperate fully with each other in seeking Court approvals of the

Preliminary Approval Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms.

10.11 Exhibits. All of the attached exhibits are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 — Preliminary Approval Order; Exhibit 2 — Final Approval Order; Exhibit 3 — Plan of Allocation; Exhibit 4 — Notice of Class Action Settlement and Fairness Hearing to Current and Former Participants; Exhibit 5— Former Participant Claim Form; Exhibit 6 — CAFA Notice.

10.12 Construction of the Settlement Agreement. No provision of the Settlement Agreement or of the attached exhibits shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.

10.13 Notices. Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier:

IF TO THE CLASS REPRESENTATIVES:

Brandon J. Hill
Luis A. Cabassa
Amanda E. Heystek
WENZEL FENTON CABASSA, P.A.
1110 N. Florida Ave., Suite 300
Tampa, Florida 33602
Main: 813-224-0431
Facsimile: 813-229-8712
Email: bhill@wfclaw.com
Email: lcabassa@wfclaw.com

Email: aheystek@wfcslaw.com

IF TO DEFENDANTS:

W. Bard Brockman
Bryan Cave Leighton Paisner LLP
One Atlantic Center, 14th Floor
1200 West Peachtree Street N.W.
Atlanta, Georgia 30309
Phone: 1-404-572-4507
bard.brockman@bclplaw.com

10.14 *Communications with Participants.* Nothing in this Settlement Agreement shall prevent or inhibit Defendants' ability to communicate with former, active, or inactive participants of the Plan.

[SIGNATURES ON NEXT PAGE]

[NAMED PLAINTIFF GRACE ANGELO]



[NAMED PLAINTIFF KERSTIN THOMPSON]

Approved as to form:



[CLASS COUNSEL]

[Signatures continued]

NCL Corporation Ltd.

By: 

Title: Executive Vice President and General Counsel

8/31/2023

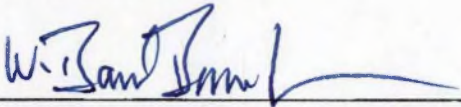
NCL (Bahamas) Ltd.

By: 

Title: Executive Vice President and General Counsel

8/31/2023

Approved as to form:



W. Bard Brockman
Counsel for Defendants

8/31/2023

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO. 22-22962-CIV-SINGHAL

GRACE ANGELO on behalf of the
NCL 401(K) Plan, herself,
and all others similarly situated

Plaintiff

v.

NCL CORPORATION, LTD.

Defendants

_____ /

GRACE ANGELO' NOTICE OF CONSENT

Plaintiff Grace Angelo consents to settlement in this matter as previously reached between the parties. The parties have exchanged settlement papers and they should be signed by parties shortly.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been e-mailed by ECF this 1 day of August 2023: counsel of record

Behren Law Firm
1930 N. Commerce Parkway-Suite 4
Weston, FL 33326
(954) 636-3802 - phone
(772) 252-3365 - fax
scott@behrenlaw.com

By:/Scott M. Behren/
Scott M. Behren
Fla Bar No. 987786