

Exhibit 1

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

GRANT MOLLA,
on behalf of the Gerdau Ameristeel
US 401(k) Retirement Plan, himself,
and all others similarly situated,

Plaintiff,

v.

GERDAU AMERISTEEL US, INC.,
and the GERDAU BENEFITS PLANS
ADMINISTRATIVE COMMITTEE,

Defendant.

Case No.: 8:22-cv-02094-VMC

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into on February 4, 2025, by and among Plaintiff (as defined below) on the one hand, and Defendant (as defined below) on the other, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

1. Definitions

1.1. “Action” shall mean the case captioned *Grant Molla, on behalf of the Gerdau Ameristeel US 401(k) Retirement Plan, himself, and all others similarly situated, v. Gerdau Ameristeel US, Inc., and the Gerdau Benefits Plans Administrative Committee*, No. 8:22-cv-02094-VMC, pending in the United States District Court for the Middle District of

Florida.

- 1.2.** “Administrative Costs” shall mean any costs or expenses by any person in connection with the Settlement, including but not limited to (i) fees or costs from the current or any former service provider; (ii) the costs and expenses associated with the production and dissemination of the Notices (as defined in Section 1.29 below); (iii) all reasonable costs and expenses incurred by the Settlement Administrator (as defined in Section 1.39 below) in administering and effectuating this Settlement, which costs and expenses are necessitated by performance and implementation of this Agreement and any Court orders relating thereto; (iv) all reasonable fees charged by the Settlement Administrator; (v) all reasonable fees charged by the current recordkeeper for the Plan in connection with implementation of this Agreement; and (vi) Independent Fiduciary Fees (as defined in Section 1.26 below).
- 1.3.** “Complaint” shall mean the current operative Class Action Complaint in *Grant Molla, on behalf of the Gerdau Ameristeel US 401(k) Retirement Plan, himself, and all others similarly situated, v. Gerdau Ameristeel US, Inc., and the Gerdau Benefits Plans Administrative Committee*, No. 8:22-cv-02094-VMC, pending in the United States District Court for the Middle District of Florida.
- 1.4.** “Attorneys’ Fees and Expenses” shall mean the reasonable attorneys’ fees, costs (including expert costs), and expenses of Class Counsel (as

defined in Section 1.6 below) for their past, present, and future work, efforts, and expenditures in connection with this Action and resulting Settlement.

- 1.5.** “Claims” shall have the meaning ascribed to it in Section 1.37 below.
- 1.6.** “Class Counsel” shall mean Wenzel Fenton Cabassa, P.A. and Morgan & Morgan, P.A.
- 1.7.** “Class Period” shall mean September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Parties’ class action settlement.
- 1.8.** “Court” shall mean the United States District Court for the Middle District of Florida.
- 1.9.** “Current Participant” shall mean a “Settlement Class Member” (as defined below) who, as of the time of the distributions contemplated in Section 3.2 below, has an account balance greater than zero in the Plan (as defined below).
- 1.10.** “Current Participants” shall mean all persons who are a “Current Participant” (as defined in Section 1.9 above).
- 1.11.** “Defendant Released Parties” shall mean Gerdau Ameristeel US, Inc., the Gerdau Benefits Plans Administrative Committee, the Gerdau Benefits Plan Investment Committee, and all of their respective past and present predecessors, successors, insurers, members, officers, directors, employees, fiduciaries, trustees, and affiliates (including any of the

foregoing who have acted as a fiduciary or provided services to the Plan during the Class Period).

1.12. “Defendant” shall mean Gerdau Ameristeel US, Inc..

1.13. “Defendant’s Counsel” shall mean Hill Ward & Henderson, P.A.

1.14. “Distributable Settlement Amount” shall have the meaning ascribed to it in Section 3.2(a) below.

1.15. “Effective Date” shall mean (a) the date upon which the applicable period to appeal the Final Approval Order and Judgment has expired, if no appeal on any issue is taken during such period; or (b) if, during the aforesaid appeals period, an appeal is taken in this Action, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have been finally disposed of, or the date of the expiration of the time to imitate such petitions or proceedings. The Parties shall agree by written communication when the Effective Date has occurred; any dispute shall be resolved by the Court. It is expressly agreed by the Parties and their counsel that no Party intends that this provision nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders which may be entered in connection herewith.

1.16. “Escrow Account” shall mean an account at an established Financial Institution (as defined in Section 1.22 below), selected by Class Counsel

with Defendant's consent that is established for the deposit of certain amounts relating to the Settlement.

- 1.17.** "Escrow Agent" shall mean the person or entity is selected by Class Counsel with Defendant's consent to act as escrow agent for any portion of the Settlement Amount (as defined in 1.40 below) deposited in or accruing in the Escrow Account pursuant to this Agreement.
- 1.18.** "Fee and Expense Application" shall mean the motion, to be filed by Class Counsel, seeking approval of an award of Attorneys' Fees and Expenses.
- 1.19.** "Final Approval" shall mean the entry of the Final Approval Order and Judgment.
- 1.20.** "Final Approval Hearing" shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) prior to the entry of any Final Approval Order (as defined in Section 1.21) by the Court. The Parties will request that the Final Approval Hearing be scheduled for a date no earlier than 90 days after the entry of the Preliminary Approval Order (as defined in Section 1.36).
- 1.21.** "Final Approval Order and Judgment" or "Final Approval Order" shall mean a final order entered by the Court after the Final Approval Hearing, substantially the same in all material respects to the order attached hereto as Exhibit A, granting its approval of the Settlement, provided that the Parties may agree to additions or modifications to the form of the Final Approval Order and Judgment as they agree are appropriate at the

time that it is submitted to the Court for final approval of the Settlement.

1.22. “Financial Institution” shall mean the institution at which the Escrow Account is established.

1.23. “Former Participant” shall mean a “Settlement Class Member” (as defined below) who, as of the time of the distributions contemplated in Section 3.2 below, does not have a positive account balance in the Plan.

1.24. “Former Participants” shall mean all persons who are a “Former Participant” (as defined in Section 1.24 above).

1.25. “Gerdau Releasees” shall mean, collectively, the Defendant Released Parties (as defined in Section 1.11 above) and Other Released Parties (as defined in Section 1.30 below).

1.26. “Independent Fiduciary” shall mean the qualified and experienced independent fiduciary that the Parties select to independently review the Settlement (as defined in Section 1.38) on behalf of the Plan.

1.27. “Independent Fiduciary Fees” shall mean the fees and costs of the Independent Fiduciary. All Independent Fiduciary Fees shall be considered Administrative Costs and shall be payable from the Settlement Amount after such funds are deposited with the Escrow Agent and upon receipt of any invoice from the Independent Fiduciary.

1.28. “Long Form Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit B, to be made available on the Settlement Website (as defined in Section 1.45).

- 1.29.** "Notices" shall collectively refer to the Long Form and Short Form Postcard Settlement Notices.
- 1.30.** "Other Released Parties" shall mean all third parties that provided services to the Plan during the Class Period, including the Plan's recordkeepers, investment advisors, trustees, auditors, lawyers, and consultants.
- 1.31.** "Parties" shall mean Plaintiff, the Settlement Class, and the Defendant.
- 1.32.** "Plaintiff" shall mean Grant Molla, individually and as representative of the Settlement Class and on behalf of the Plan.
- 1.33.** "Plaintiffs' Counsel" shall mean Wenzel Fenton Cabassa, P.A. and Morgan & Morgan, P.A.
- 1.34.** "Plan" shall mean the Gerdau Ameristeel US 401(k) Retirement Plan.
- 1.35.** "Plan of Allocation" shall mean the formula for allocation of the Distributable Settlement Amount as approved by the Court, which formula shall govern the distribution of the Distributable Settlement Amount, in the form attached hereto as Exhibit C. Notwithstanding any other provision of this Agreement, any revisions by the Court or any appellate court or otherwise relating solely to the Plan of Allocation shall not operate to terminate or cancel or otherwise affect this Agreement; provided that any such revisions do not require Defendant, Defendant's insurers, or the Plan's current or former service providers to increase the Settlement Amount or incur additional expenses and costs.

1.36. “Preliminary Approval Order” shall mean an order that is entered by the Court preliminarily approving the Settlement and that is substantially the same in all material respects to that attached hereto as Exhibit D.

1.37. “Released Claims” shall mean any and all actual or potential claims, actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief (collectively, “Claims”) against the Gerdau Releasees (as defined in Section 1.25 above) through the date the Court enters the Final Approval Order and Judgment that were, or could have been, asserted in the Action or in the administrative process; or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, occurrences, or conduct alleged or asserted in the Action, whether or not pleaded in the Complaint; or that arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Plan’s investments, investment options, or service providers, including without limitation its administrative and/or recordkeeping service providers, investment advisors, auditors, trustees,

and Gerdau Releasees in their role as service provider to the Plan; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Plan's fiduciaries; (3) fees, costs, compensation, or expenses charged to, paid, or reimbursed by the Plan or participants of the Plan; (4) the services provided to the Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Plan's investments, investment options, or service providers; (6) any amounts charged to participants of the Plan, including but not limited to recordkeeping and administrative fees; and/or (7) any assertions with respect to any fiduciaries or service providers of the Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing. Without limitation of the foregoing, "Released Claims" includes all claims that the Gerdau Releasees breached fiduciary duties or are otherwise liable for any reason relating to the amount of "float" or other return or profit Fidelity derived or received on or from funds entering, leaving, or invested in the Plan.

1.38. "Settlement" shall mean the compromise and Settlement embodied in this Agreement.

1.39. "Settlement Administrator" shall mean American Legal Claim Services, LLC.

1.40. "Settlement Amount" shall mean one million five hundred thousand

(\$1,500,000.00).

- 1.41.** “Settlement Class” shall mean the class composed of Settlement Class Members (as defined in Section 1.43 below) and certified (as defined in Sections 2.2-2.4 below).
- 1.42.** “Settlement Class Member” shall mean a member of the Settlement Class, including his, her, or its successors-in-interest.
- 1.43.** “Settlement Class Members” shall mean all persons, except Defendant and their immediate family members, who were participants in or beneficiaries of the Plan from September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Parties’ class action settlement.
- 1.44.** “Settlement Fund” shall have the meaning set forth in Section 3.1(h).
- 1.45.** “Settlement Website” shall have the meaning ascribed to it in Section 2.12.
- 1.46.** “Short Form Postcard Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit E, to be delivered to Settlement Class Members (as defined in Section 1.43 above) pursuant to Section 2.10 and made available on the Settlement Website (as defined in Section 1.45).
- 1.47.** “Taxes” shall have the meaning ascribed to it in Section 3.1(i).
- 1.48.** “Tax-Related Costs” shall have the meaning ascribed to it in Section 3.1(i).

2. Procedures in Connection with the Settlement

The procedures set forth in Sections 2.1 through 2.13 shall apply in connection with this Settlement.

2.1. Court Approval. The Settlement shall have been approved by the Court, as provided for in this Section 2. The Parties shall cooperate in good faith to allow Plaintiff to seek Court approval.

2.2. Motion for Preliminary Approval and Certification of Settlement Class. No later than the deadline approved by the Court, and after execution of this Agreement, Plaintiff shall file a motion with the Court (to which Defendant will not object) seeking preliminary approval of the Settlement, including entry of a Preliminary Approval Order identical in all material respects to the form of the order attached hereto as Exhibit D.

2.3. Basis for Certification of Settlement Class. Plaintiff will seek certification of the Settlement Class under Federal Rule of Civil Procedure 23(b)(1).

2.4. Certification for Settlement Purposes Only. Defendant shall not take any position with respect to certification of the Settlement Class only for the limited purpose of effectuating this Agreement. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. If this Agreement is terminated, or is reversed, vacated, or modified in any material respect by the Court or any other

court, the certification of the Settlement Class shall be vacated.

2.5. *The Final Approval Hearing.* On or after the date set by the Court for the Final Approval Hearing pursuant to Federal Rule of Civil Procedure 23(e)(2), the Court will determine (i) whether to enter a judgment finally approving the Settlement; and (ii) what, if any, legal fees and expenses should be awarded to Class Counsel as contemplated by Section 7.1 of this Agreement.

2.6. *Entry of Judgment.* The Court shall have judgment entered substantially in the form attached hereto as Exhibit A.

2.7. *Funding of the Settlement Amount.* Defendants and its insurers shall cause the Settlement Amount to be deposited to the Settlement Fund and/or allocated to the Settlement Class Members at the time(s) set forth in Sections 3.1 and 3.2.

2.8. *Motion for Final Approval of Settlement.* No later than thirty (30) calendar days before the date for filing Objections set in the Preliminary Approval Order, Class Counsel shall submit to the Court a motion for entry of the Final Approval Order (Exhibit A) in the form approved by Class Counsel and Defendant, which shall request approval by the Court of the terms of this Agreement and entry of the Final Approval Order in accordance with this Agreement.

2.9. *Settlement Authorized by Independent Fiduciary.*

a) The Parties will jointly select the Independent Fiduciary to provide

the authorization required by Prohibited Transaction Exception 2003-39, 68 FR 75632 (Dec. 31, 2003), as amended 75 FR 33830 (June 15, 2010).

b) At least thirty (30) days prior to the Final Approval Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement, and given a release in its capacity as fiduciary of the Plan for and on behalf of the Plan, on the terms set forth in Section 5.1, in accordance with Prohibited Transaction Class Exemption 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then Gerdau shall have the option to waive this condition if so stipulated by the Parties. Such option is to be exercised in writing within seven (7) days after the Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Parties. The Parties shall comply with reasonable requests made by the Independent Fiduciary.

2.10. Class Notice. Within ~~forty-five~~ ^{ten} (45) ¹⁰ days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Postcard Settlement Notice by first-class mail to the Settlement Class Members. The Short Form Postcard Settlement Notice will be sent to the last known mailing address of each of the Settlement

Class Members, which mailing address will be supplied in a timely fashion by Defendant and/or the current recordkeeper for the Plan and updated through the National Change of Address database by the Settlement Administrator before mailing (with all returned mail skip-traced and promptly re-mailed), and will be in the form attached hereto as Exhibit E. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after the entry of the Preliminary Approval Order.

The Settlement Administrator will make payments from the Distributable Settlement Amount on behalf of each Settlement Class Member. For each Former Participant, the Settlement Administrator shall make payment in accord with Section 3.2(d) and (3) below. For each Current Participant, the Settlement Administrator shall direct the current recordkeeper for the Plan to credit the appropriate portion of the Distributable Settlement Fund to the account of each Current Participant pursuant to the Plan of Allocation.

2.11. *Class Action Fairness Act Notice.* Defendant shall within ten (10) days of the filing of the Settlement Agreement, comply with the notice requirements of 28 U.S.C. § 1715 and shall file a notice confirming compliance at any time prior to the Final Approval Hearing.

2.12. *Settlement Website.* Within ten (10) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall

establish the Settlement Website, which will contain both the Long and Short Form Settlement Notices, this Agreement and its exhibits, the Preliminary Approval Order, any other orders related to the Settlement, the Complaint, and any other documents or information agreed upon by the Parties. Class Counsel shall be responsible for causing the Settlement Administrator to post on the Settlement Website the Fee and Expense Application filed by Class Counsel, as soon as possible after its filing. The Short Form Settlement Notice, attached hereto as Exhibit E, will identify the web address of the Settlement Website.

2.13. *Settlement Line.* Within ten (10) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall establish a toll-free telephone number (the “Settlement Information Line”) to which Settlement Class Members can direct questions about the Settlement. The Settlement Line shall employ an interactive voice response system to answer calls, and shall provide callers with the option of speaking with a live operator, if necessary.

2.14. *Rights of Exclusion.* Settlement Class Members shall not be permitted to exclude themselves from the Settlement Class.

2.15. *Right to Object.* Members of the Settlement Class shall be permitted to object to the Settlement. Requirements for filing an objection shall be set forth in the Preliminary Approval Order and in the Notices.

3. Payments to the Settlement Class.

3.1. *The Settlement Amount.*

- a) In consideration of all of the promises and agreements set forth in this Agreement, Gerdau or its insurers will cause a monetary payment to be made in the amount of the Settlement Amount (defined above in Section 1.40 to mean one million five hundred thousand dollars and zero cents (\$1,500,000.00)) to the Escrow Account. None of the other of the Gerdau Releasees shall have any obligation to contribute financially to this Settlement.
- b) Gerdau or its insurers shall cause one hundred thousand dollars (\$100,000) of the Settlement Amount to be deposited into the Escrow Account within five (5) business days of the later of (i) entry of the Preliminary Approval Order or (ii) the Settlement Administrator's providing its payee information (W-9, complete instructions for wire and payment by check, and verbal confirmation of the payment instructions), to fund any Administrative Costs that arise before the Effective Date, including but not limited to the Independent Fiduciary Fees. Gerdau or its insurers shall cause the remaining one million four hundred thousand dollars and zero cents (\$1,400,000.00) of the Settlement Amount to be deposited into the Escrow Account within twenty one (21) business days of the Effective Date.
- c) The Settlement Amount shall be used solely for the purposes set forth in Section 3.1(j) below.

- d) Subject to Court approval and oversight, the Escrow Account will be controlled by the Settlement Administrator and the Escrow Agent. Neither Defendant nor Plaintiff shall have any liability whatsoever for the acts or omissions of the Settlement Administrator or Escrow Agent. The Settlement Administrator and Escrow Agent shall not disburse the Settlement Amount or any portion thereof except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel and Defendant's Counsel.
- e) The Settlement Administrator is authorized to execute transactions on behalf of the Settlement Class Members that are consistent with the terms of this Agreement and with orders of the Court.
- f) All funds held in the Escrow Account 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.
- g) The Settlement Administrator shall, to the extent necessary and practicable, invest the Settlement Amount in discrete and identifiable instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Administrator shall maintain records identifying in detail each instrument in which the

Settlement Amount or any portion thereof has been invested, and identifying the precise location (including safe deposit box number) of each such instrument. Neither the Settlement Amount nor any portion thereof shall be commingled with any other monies in any instruments. Any cash portion of the Settlement Amount not invested in instruments of the type described in the first sentence of this Section 3.1(g) shall be maintained by the Settlement Administrator, and not commingled with any other monies, in a bank account that shall promptly be identified to the Parties. The Settlement Administrator and Settlement Class Members shall bear all risks related to investment of the Settlement Amount.

- h) The Escrow Account is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1 (the “Settlement Fund”). The Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Escrow Account and paying from the Escrow Account any Taxes owed with respect to the Escrow Account. Gerdau agrees to provide the Settlement Administrator with the statement described in Treasury Regulation §1.468B-3(e). Neither Defendant, Defendant’s Counsel, Plaintiffs, nor Class Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to

the Escrow Account.

- i) All (i) taxes on the income of the Escrow Account (“Taxes”) and (ii) expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) (“Tax-Related Costs”) shall be timely paid by the Settlement Administrator out of the Escrow Account.
- j) The Settlement Amount, together with any interest accrued thereon, will be used to pay the following amounts associated with the Settlement: (1) Compensation to Settlement Class Members determined in accordance with Section 3.2; (2) All Attorneys’ Fees and Expenses approved by the Court; (3) Administration Costs; and (4) Taxes and Tax-Related Costs.

3.2. *Distributions to Settlement Class Members.*

- a) The money remaining from the Settlement Amount, including any accrued interest thereon, after the payment of approved Attorneys’ Fees and Expenses, Administration Costs, and Taxes and Tax-Related Costs (or any estimate of those amounts to be incurred in the future), shall constitute the funds available for distribution to Settlement Class Members (the “Distributable Settlement Amount”).
- b) The Distributable Settlement Amount shall be divided among Settlement Class Members in accordance with the Plan of Allocation (attached hereto as Exhibit C) or such other allocation plan as may be

ordered by the Court. It is understood and agreed by the Parties that the proposed Plan of Allocation is not part of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Agreement or affect the finality of the Court's Final Approval Order and Judgment approving the Settlement or any other Orders entered pursuant to the Agreement. Notwithstanding the foregoing, or anything else in this Agreement, any revisions to the Plan of Allocation that would require the Gerdau Releasees to pay more than the Settlement Amount or incur additional expenses or costs or to provide data not already readily available shall be deemed a material alteration of this Agreement and entitle Defendants, at its election, to terminate the Agreement.

- c) The Settlement Administrator shall disburse the Distributable Settlement Amount as promptly as reasonably possible after the Effective Date, and, in any event, shall use reasonable best efforts to disburse the Distributable Settlement Amount no later than two hundred-seventy (270) days after the Effective Date.
- d) No Former Participant whose entitlement to payment pursuant to the Plan of Allocation would otherwise be less than five dollars (\$5.00) shall receive any payment from the Distributable Settlement Amount.

e) Settlement Class Members who are paid by check must cash those checks within ninety (90) days of issuance. If they do not do so, the checks will be void. This limitation shall be printed on the face of each check. The voidance of checks shall have no effect on the Settlement Class Members' release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.3. Each Settlement 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 Settlement Class Member shall hold Defendant, Defendant's Counsel, the Gerdau Releasees, Plaintiff, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments or credits under the Agreement, and shall hold Defendant, the Gerdau Releasees, Defendant's Counsel, Plaintiff, Class Counsel, and the Settlement Administrator harmless from the costs (including attorneys' fees and disbursements) of any proceedings (including investigation and suit), related to such tax liability.

3.4. *Treatment of Undistributed Funds and Uncashed Checks.* Any funds associated with checks that are not cashed within ninety (90) days of issuance, and for which no request for reissuance is made by the Settlement Class Member within ninety (90) days of issuance, and any

funds that cannot be distributed to Settlement Class Members for any other reason, together with any interest earned on them, and after the payment of any applicable taxes by the Escrow Agent, shall be delivered to the Plan for purposes of defraying administrative fees and expenses of the Plan that would otherwise be charged to the participants of the Plan. Any funds that cannot be distributed to Settlement Class Members for any other reason may not be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant. There shall be no cy pres payment.

3.5. *Administrative Costs.* The Administration Costs shall be paid from the Settlement Amount. Beginning thirty (30) days after the entry of the Preliminary Approval Order, and on every thirty (30) days thereafter, the Settlement Administrator shall provide the Parties with an accounting of any Administration Costs expended to date and an invoice for the amount of such Administration Costs. Any disputes as to whether amounts billed by the Settlement Administrator are reasonable and necessary under this Agreement shall be resolved by the Court. Costs not approved by the Court shall be borne by Class Counsel.

3.6. *Entire Monetary Obligation.* In no event, and notwithstanding anything else in this Agreement, shall the Defendants or its insurers be required to pay any amounts other than the Settlement Amount. It is understood and agreed that the Defendant's and its insurers' monetary

obligations under this Settlement Agreement will be fully discharged by paying the amount specified in Section 3.1(a) above, and that the Defendants and its insurers shall have no other monetary obligations, or obligations to make any other payments under this Agreement or otherwise.

4. Settlement Administration.

- 4.1.** As soon as practicable, Gerdau shall cause the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data sufficient to effectuate class notice and to calculate each Settlement Class Member's allocable portion of the Distributable Settlement Amount (the Plan of Allocation data). With respect to the Plan of Allocation data, the Plan's current recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the recordkeeper's systems. Neither Plaintiff, Class Counsel, Defendant, or Defendant's Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the recordkeeper pursuant to this section.
- 4.2.** The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel, Defendant's Counsel, and the Court as circumstances may require.
- 4.3.** Defendant, Defendant's insurers, and Defendant's Counsel shall have no responsibility for, interest in, or liability whatsoever, with respect to: (a) any act, omission, or determination of the Settlement Administrator,

Class Counsel, or designees or agents of Class Counsel or the Settlement Administrator; (b) any act, omission, or determination of Class Counsel or their designees or agents in connection with the administration of the Settlement; (c) the management, investment, or distribution of the Settlement Amount or the Distributable Settlement Amount; or (d) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount or the Distributable Settlement Amount.

4.4. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel, no less than monthly, a full accounting of all expenditures made in connection with the Settlement, including Administration Costs, and any distributions from the Settlement Amount.

4.5. The Settlement Administrator shall provide such information as may be reasonably requested by the Parties relating to administration of this Agreement.

4.6. Defendant shall:

- a) Conduct a request for proposal process with respect to recordkeeping and other administrative services Fidelity currently provides to the Plan within 18 months of the Court approving this Agreement; and
- b) Require Fidelity to provide a detailed accounting of its float earnings that are a product of the services it provides to the Plan within 30 days

of the Court approving this Agreement.

5. Releases, Covenants, and Judicial Findings

5.1. *Releases of the Gerdau Releasees.* Subject to Section 7 below, upon the Effective Date, Plaintiff, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan (by and through the Independent Fiduciary pursuant to Section 2.9), absolutely and unconditionally release and forever discharge the Gerdau Releasees from each and every Released Claim that Plaintiff, the Settlement Class, or the Plan directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have, except that the release under this Section 5.1 shall not include claims relating to the covenants or obligations set forth in this Agreement.

5.2. *Taxation of Class Settlement Amount.* Plaintiff, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan acknowledge that the Gerdau Releasees have no responsibility for any taxes due on funds deposited in or distributed from the Settlement Amount or that Plaintiff or Class Counsel receive from the Settlement Amount.

6. Representations and Warranties

6.1. *Parties' Representations and Warranties.* Each Party represents

and warrants as follows, and each Party acknowledges that each other Party is relying on these representations and warranties in entering into this Settlement Agreement:

(a) That they have diligently investigated the claims in this Action; that they are voluntarily entering into this Agreement as a result of arm's-length negotiations among their counsel; that in executing this Agreement they are relying solely upon their own judgment, belief and knowledge, and the advice and recommendations of their own, independently selected counsel, concerning the nature, extent, and duration of their rights and Claims hereunder and regarding all matters which relate in any way to the subject matter hereof; and that, except as provided in this Agreement, they have not been influenced to any extent whatsoever in executing this Agreement by any representations, statements, or omissions pertaining to any of the foregoing matters by any Party or by any person representing any Party. Each Party assumes the risk of mistake as to facts or law.

(b) That they have carefully read the contents of this Agreement and this Agreement is signed freely by each person executing the Agreement on behalf of each of the Parties. Each Party further represents and warrants to each other that he, she, or it has made such investigation of the facts pertaining to this Settlement, this Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary or advisable.

7. Other Monetary Payments

7.1. *Attorneys' Fees and Expenses.*

(a) Class Counsel intends to submit a Fee and Expense Application, seeking an award of attorneys' fees based on the value of the Settlement and the work performed not to exceed one-third of the Settlement Amount, plus reasonable expenses.

(b) Defendant shall take no position on the propriety of the Fee and Expense Application provided the fees requested do not exceed one-third of the Settlement Amount. Any amount awarded by the Court in response to such Fee and Expense Application shall be paid by the Settlement Administrator solely out of the Settlement Amount and shall be deducted (to the extent approved by the Court) from the Settlement Amount. The Settlement Administrator shall use reasonable best efforts to pay any attorneys' fees and expenses amount awarded to Class Counsel as soon as practicable following the full funding of the Settlement Fund per Section 3.1(b).

(c) Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of the Fee and Expense Application to be paid of the Settlement Amount 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 award of

Attorneys' Fees, or any appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

(d) Defendant and its insurers shall have no obligations whatsoever with respect to any attorneys' fees or expenses incurred by Class Counsel, which shall be payable solely out of the Settlement Amount.

8. Contingencies, Effect of Disapproval or Termination of Settlement

8.1. If the Court or, in the event of an appeal, any appellate court refuses to approve, or modifies any material aspect of this Agreement or the proposed Preliminary Approval Order or Final Approval Order and Judgment, Defendant may terminate this Agreement and the Settlement as set forth below.

8.2. This Agreement and the Settlement shall terminate and be cancelled if, within ten (10) business days after any of the following events, Gerdau or Plaintiff provide written notification of an election to terminate the Settlement because:

(a) The Court declines to provide preliminary approval of this Agreement, or declines to enter or materially modifies the contents of the Preliminary Approval Order attached hereto as Exhibit D, or the Preliminary Approval Order is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(b) The Court declines to provide final approval of this Agreement, or declines to enter or materially modifies the contents of the Final Approval Order and Judgment attached hereto as Exhibit A; or

(c) The Court's Final Approval Order and Judgment is vacated, reversed, or modified in any material respect on any appeal or other review or in a collateral proceeding occurring prior to the Effective Date; or

(d) The Effective Date does not occur for some other reason.

8.3. For purposes of this Agreement and this Section 8.3, an order of the Court, or modification or reversal on appeal of any order of the Court, solely concerning the Plan of Allocation, the administration of the Settlement or the persons performing such administrative functions, or the amount of any award of Attorneys' Fees and Expenses, shall not constitute grounds for cancellation or termination of the Agreement.

8.4. This Agreement shall terminate if and when any of the conditions specified in Sections 2.1 to 2.7, 2.9 to 2.11 and/or 2.14 to 2.15 is not satisfied, and the Parties do not mutually agree to waive the condition, in writing, within ten (10) business days of its non-occurrence.

8.5. This Agreement and the Settlement shall terminate and be cancelled if (a) any federal or state authorities object to or request material modifications to the Agreement; and (b) within the later of ten (10) business days after (i) the deadline set in the Preliminary Approval Order

for such objections or requests, or (ii) receiving any such objection or request, Defendant's Counsel provides written notice of its election to terminate the Settlement.

8.6. If for any reason this Agreement is terminated or fails to become effective, then:

(a) The settling Parties shall be deemed to have reverted to their respective status in this Action as of February 4, 2025, which shall then resume proceedings in the Court, and, except as otherwise expressly provided in this Agreement, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

(b) Class Counsel and Defendant's Counsel shall, within ten (10) days after the date of termination of the Agreement, jointly notify the Financial Institution (either directly or through the Settlement Administrator) in writing to return to the Defendant the full amount contained in the Settlement Fund, with all net income earned thereon, after deduction of any amounts earlier disbursed for purposes of administering the Settlement and/or incurred by the Settlement Fund as of the termination, and direct the Financial Institution to effect such return within fourteen (14) days after such notification. Prior to the return of amounts contemplated by this Section 8.6(b), the Financial Institution shall fully and finally fulfill and set aside for any and all tax obligations of the Settlement Fund as set forth in Section 3.1(i) and

Defendants and its insurers shall have no past, present, or future liability whatsoever for any such tax obligations.

(c) In addition to this Section 8 and its provisions, Section 8.5 shall survive any termination of this Settlement.

9. No Admission of Wrongdoing

9.1. The Parties understand and agree that this Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by the Defendant, 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. Defendant specifically deny any such liability or wrongdoing and state that they are entering into the Agreement solely to eliminate the burden and expense of further litigation. Further, Plaintiff, while believing that all Claims brought in the Action have merit, has concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, himself, and the Settlement Class Members given, among other things, the inherent risks, difficulties and delays in complex ERISA litigation such as the Action. Neither the fact nor the terms of this Agreement shall be used

or offered or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce this Agreement or arising out of or relating to the Judgment.

10. Miscellaneous

10.1. *No Disparaging Statements.* Plaintiff and Class Counsel shall make no disparaging statements or accusations of wrongdoing related to this Settlement Agreement, the Action, the Gerdau Releasees, Defendant, or Defendant's Counsel. Defendant's Defendant's Defendant's.

10.2. *Adequate Information.* The Parties agree that Defendant has provided sufficient information to allow Plaintiff and Class Counsel to evaluate their position and the strength of Plaintiff's Claims prior to deciding to settle this case.

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

10.4. *Dispute Resolution.* If a dispute arises regarding compliance with any of the provisions of this Agreement after it has been approved and executed, the dispute will be mediated by a mediator or another neutral party agreed upon by the Parties, who will make a non-binding decision regarding the dispute. The cost of any mediation shall be split equally

between Plaintiff and Defendant.

10.5. *Entire Agreement.* This Agreement is the entire agreement among the Parties and it supersedes any prior representations and agreements, written or oral, between the Parties. This Agreement cannot be altered, modified, or amended except through a writing executed by all Parties.

10.6. *Construction of Agreement.* This Agreement shall be construed to effectuate the intent of the Parties to resolve all disputes encompassed by the Agreement. All Parties have participated in the drafting of this Agreement, and any ambiguity shall not be resolved by virtue of a presumption in favor of any Party. The Agreement was reached at arm's-length by the Parties represented by counsel. None of the settling Parties shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction.

10.7. *Principles of Interpretation.* The following principles of interpretation apply to this Agreement:

(a) The headings of this Agreement are for reference only and do not affect in any way the meaning or interpretation of this Agreement.

(b) Definitions apply to the singular and plural forms of each term defined.

(c) References to a person are also to the person's permitted successors and assignees.

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

10.8. Executed in Counterparts. This Agreement may be executed in counterparts, all of which shall be considered one and the same document, as if a single document had been executed, and shall become effective when such counterparts have been signed by each of the Parties and delivered to the other Party. Counterpart copies of signature pages, whether delivered in original, by email in PDF format and/or by facsimile, taken together shall all be treated as originals and binding signatures.

10.9. Notices. Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, shall be in writing and delivered personally or sent by certified mail or overnight delivery service, postage prepaid, with copies by email to the attention of Class Counsel or Defendant’s Counsel (as well as to any other recipients that a court may specify). Parties may change the person(s) to whom such notices should be directed by giving notice pursuant to this Section. As of the date hereof, the respective representatives are as follows:

For Defendant:

Brett J. Preston

Hill, Ward & Henderson, P.A.
101 East Kennedy Blvd.
Suite 3700
Tampa, FL 33602

For Plaintiff:

Brandon J. Hill
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Ave.
Suite 640
Tampa, FL 33602

10.10. *Extensions of Time.* The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.

10.11. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of Florida without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than Florida.

10.12. *Fees and Expenses.* Except as otherwise expressly set forth herein, each Party hereto shall pay their own fees, costs, and expenses incurred in connection with the Action, including fees, costs, and expenses incident to his, her, or its negotiation, preparation or compliance with this Agreement, and including any fees, expenses, and disbursements of his, her, or its counsel, accountants, and other advisors. Nothing in this Agreement shall require Defendant or its insurers to pay any monies other than as expressly provided herein.

10.13. *Communication with Participants.* Nothing in this Agreement or the Settlement shall prevent or inhibit Defendant's ability to communicate with current or former participants of the Plan.

10.14. *Retention of Jurisdiction.* The Parties shall request that the Court retain jurisdiction of this matter after the Effective Date and enter such orders as are necessary or appropriate to effectuate the terms of this Agreement.

Agreed to on behalf of Grant Molla, and on behalf of the Settlement Class.

Dated: [date]

By: 

Brandon J. Hill
Florida Bar No.: 37061
Amanda E. Heystek
Florida Bar No.: 0285020
Luis A. Cabassa
Florida Bar No.: 0053643
WENZEL FENTON CABASSA, P.A.
1110 N. Florida Ave. Suite 640
Tampa, FL 33602
Tel: 813-379-2560
Fax: 813-229-8712
aheystek@wfclaw.com
lcabassa@wfclaw.com
bhill@wfclaw.com

MARC R. EDELMAN, ESQ.
Fla. Bar No. 0096342
MORGAN & MORGAN, P.A.
201 N. Franklin Street, Suite 700

Tampa, FL 33602
Telephone 813-223-5505
Fax: 813-257-0572
MEdelman@forthepeople.com


Agreed to on behalf of Defendant.

Dated:

[date]

2/4/2025

By:

 - as counsel for Gordon

Brett J. Preston (FBN: 603716)
brett.preston@hwlaw.com
michelle.armstrong@hwlaw.com
HILL, WARD & HENDERSON, P.A.
Post Office Box 2231
101 East Kennedy Blvd., Suite 3700
Tampa, Florida 33601
(813) 221-3900 (Telephone)
(813) 221-2900 (Facsimile)

Exhibit A

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

GRANT MOLLA,
on behalf of the Gerdau Ameristeel
US 401(k) Retirement Plan, himself,
and all others similarly situated,

Plaintiff,

8:22-cv-02094-VMC-SPF

v.

GERDAU AMERISTEEL US, INC.,

Defendant.

[PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT

This Action came before the Court for hearing on [date] to determine the fairness of the proposed Settlement presented to the Court and the subject of this Court's Order Granting Preliminary Approval of Class Action Settlement, Preliminarily Certifying a Class for Settlement Purposes, Approving Form and Manner of Settlement Notice, and Setting Date for a Fairness Hearing. Due notice having been given and the Court having been fully advised in the premises,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

Except as otherwise defined herein, all capitalized terms used in this Final Order and Judgment shall have the same meanings as ascribed to them in the Settlement Agreement executed by counsel on behalf of the Plaintiff, all Class Members, and Defendant, respectively.

1. The Court has jurisdiction over the subject matter of the Action and over all Settling Parties, including all members of the Settlement Class.

2. For the sole purpose of settling and resolving the Action, the Court certifies this Action as a class action pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure. The Settlement Class is defined as:

All persons who were participants in or beneficiaries of the Gerdau Ameristeel US 401(k) Retirement Plan, from September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement.

3. The Court finds for the sole purpose of settling and resolving the Action that:

a) as required by Fed. R. Civ. P. 23(a)(1), the Settlement Class is ascertainable from records kept with respect to the Plan and from other objective criteria, and the Settlement Class is so numerous that joinder of all members is impracticable.

b) as required by Fed. R. Civ. P. 23(a)(2), there are one or more questions of law and/or fact common to the Settlement Class.

c) as required by Fed. R. Civ. P. 23(a)(3), the claims of the Plaintiff are typical of the claims of the Settlement Class that the Plaintiff seeks to certify.

d) as required by Fed. R. Civ. P. 23(a)(4), that the Plaintiff will fairly and adequately protect the interests of the Settlement Class in that: (i) the interests of the Plaintiff and the nature of the alleged claims are consistent with those of the

Settlement Class members; and (ii) there appear to be no conflicts between or among the Plaintiff and the Settlement Class.

e) as required by Fed. R. Civ. P. 23(b)(1), the prosecution of separate actions by individual members of the Settlement Class would create a risk of: (i) inconsistent or varying adjudications as to individual Settlement Class members that would establish incompatible standards of conduct for the parties opposing the claims asserted in this Action; or (ii) adjudications as to individual Settlement Class members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications, or substantially impair or impede the ability of such persons to protect their interests.

f) as required by Fed. R. Civ. P. 23(g), Class Counsel are capable of fairly and adequately representing the interests of the Settlement Class, and that Class Counsel: (i) have done appropriate work identifying or investigating potential claims in the Action; (ii) are experienced in handling class actions; and (iii) have committed the necessary resources to represent the Settlement Class.

4. The Court hereby appoints Plaintiff Grant Molla as Class Representative for the Settlement Class and Wenzel Fenton Cabassa, P.A. and Morgan & Morgan, P.A. as Class Counsel for the Settlement Class.

5. The Court hereby finds that the Settlement Class has received proper and adequate notice of the Settlement, the Fairness Hearing, and Class

Counsel's application for attorneys' fees and reimbursement of litigation costs, and the Plan of Allocation, such notice having been given in accordance with the Preliminary Approval Order. Such notice included individual notice to all members of the Settlement Class who could be identified through reasonable efforts, as well as notice through a dedicated Settlement website on the internet, and provided valid, due, and sufficient notice of these proceedings and of the matters set forth in this Order, and included sufficient information regarding the procedure for the making of objections. Such notice constitutes the best notice practicable under the circumstances and fully satisfies the requirements of Fed. R. Civ. P. 23 and the requirements of due process.

6. The Court hereby approves the Settlement and hereby orders that the Settlement shall be consummated and implemented in accordance with its terms and conditions.

7. Pursuant to Fed. R. Civ. P. 23(e), the Court finds that the Settlement embodied in the Settlement Agreement is fair, reasonable and adequate to the Plan and the Settlement Class, and more particularly finds that:

a) The Settlement was negotiated vigorously and at arm's-length by Defendant's Counsel, on the one hand, and the Plaintiff and Class Counsel on behalf of the Settlement Class, on the other hand, with the assistance of an experienced mediator;

b) Plaintiff and Defendant had sufficient information to evaluate the settlement value of the Action;

c) If the Settlement had not been achieved, Plaintiff and the Settlement Class faced the expense, risk, and uncertainty of extended litigation;

d) The amount of the Settlement – one million five hundred thousand (\$1,500,000.00) – is fair, reasonable, and adequate, taking into account the costs, risks, and delay of trial and appeal. The method of distributing the Class Settlement Amount is efficient and requires no filing of claims. The Settlement terms related to attorneys' fees do not raise any questions concerning fairness of the Settlement, and there are no agreements, apart from the Settlement, required to be considered under Fed. R. Civ. P. 23(e)(2)(C)(iv). The Class Settlement Amount is within the range of settlement values obtained in similar cases;

e) At all times, the Plaintiff and Class Counsel have acted independently of Defendant and in the interest of the Settlement Class; and

f) The Court has duly considered and overruled any filed objection(s) to the Settlement to the extent there were any.

8. The Plan of Allocation is approved as fair, reasonable, and adequate. The Settlement Administrator shall distribute the Net Settlement Amount in accordance with the Plan of Allocation and the Settlement Agreement. The Settlement Administrator shall have final authority to determine the share of

the Net Settlement Amount to be allocated to each Class Member in accordance with the Plan of Allocation approved by the Court.

9. All requirements of the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*, have been met.

10. The releases and covenants not to sue set forth in the Settlement Agreement, including but not limited to Article 5 of the Settlement Agreement, together with the definitions contained in the Settlement Agreement relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Settlement Effective Date. Accordingly, the Court orders that, as of the Settlement Effective Date, the Plan, the Class Representative, and the Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, predecessors, successors, assigns, agents, and attorneys) hereby fully, finally, and forever settle, release, relinquish, waive, and discharge all Released Parties (including Defendant) from all Released Claims, regardless of whether or not such Class Member may discover facts in addition to or different from those which the Class Members or Class Counsel now know or believe to be true with respect to the Class Action and the Released Claims and regardless of whether such Class Member receives a monetary benefit from the Settlement, actually received the Settlement Notice, filed an objection to the Settlement or to any application by Class Counsel for an award of

Attorneys' Fees and Costs, and whether or not the objections or claims for distribution of such Class Member have been approved or allowed.

11. The Class Representative, the Class Members, and the Plan acting individually or together, or in combination with others, are hereby permanently and finally barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims.

12. Each Class Member hereby releases the Released Parties, Defendant's Counsel, and Class Counsel for any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount, any and all calculations under the Plan of Allocation, and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses.

13. Class Counsel are awarded attorneys' fees consisting of one-third of the Gross Settlement Amount, equivalent to \$500,000.00, plus reimbursement of litigation expenses totaling \$_____.

14. The operative complaint and all claims asserted therein in the Action are hereby dismissed with prejudice and without costs to any of the Settlement Parties and Released Parties other than as provided for in the Settlement Agreement.

15. The Court shall retain exclusive jurisdiction to resolve any disputes or challenges that may arise as to the performance of the Settlement Agreement or any challenges as to the performance, validity, interpretation, administration, enforcement, or enforceability of the Settlement Notice, Plan of Allocation, this Final Order and Judgment, or the Settlement Agreement or the termination of the Settlement Agreement. The Court shall also retain exclusive jurisdiction and rule by separate Order with respect to all applications for awards of attorneys' fees and costs, submitted pursuant to the Settlement Agreement.

16. Any motion to enforce this Final Order and Judgment or the Settlement Agreement, including by way of injunction, may be filed in this Court, and the provisions of the Settlement Agreement and/or this Final Order or Judgment may also be asserted by way of an affirmative defense or counterclaim in response to any action that is asserted to violate the Settlement Agreement.

17. In the event that the Settlement Agreement is terminated, in accordance with its terms, this Final Order and Judgment shall be rendered null and void, ab initio, and shall be vacated *nunc pro tunc*, and this Action shall for all purposes with respect to the Parties revert to its status as of the day immediately before the day the Settlement was reached. The Parties shall be afforded a reasonable opportunity to negotiate a new case management schedule.

18. With respect to implementation of distributions to Class Members who are Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion.

19. With respect to any matters that arise concerning the implementation of distributions to Class Members who have an Active Account (after allocation decisions have been made by the Settlement Administrator in its sole discretion), all questions not resolved by the Settlement Agreement shall be resolved by the Plan administrator or other fiduciaries of the Plan, in accordance with applicable law and the governing terms of the Plan.

20. Within twenty-one (21) calendar days following the issuance of all settlement payments to Class Members as provided by the Plan of Allocation approved by the Court, the Settlement Administrator shall prepare and provide to Class Counsel and Defendant's Counsel a list of each person who received a settlement payment or contribution from the Qualified Settlement Fund and the amount of such payment or contribution.

21. Upon entry of this Order, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and this Final Order and Judgment.

SO ORDERED this _____ day of _____, 2025.

Virginia M. Hernandez Covington
United States District Court Judge

Exhibit B

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

If you were a participant in the Gerdau Ameristeel US 401(k) Retirement Plan from [(September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement)], you may benefit from this class action settlement.

*The case is Grant Molla, on behalf of the Gerdau Ameristeel US 401(k) Retirement Plan, himself, and all others similarly situated, v. Gerdau Ameristeel US, Inc., and the Gerdau Benefits Plans Administrative Committee,
No. 8:22-cv-02094-VMC (M.D. Florida).*

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

This notice advises you of a settlement (the “Settlement”) of a lawsuit against Gerdau Ameristeel US, Inc. and the Gerdau Benefits Plans Administrative Committee (collectively, “Gerdau”). In the lawsuit, Plaintiffs allege various claims related to the operation of the Gerdau Ameristeel US 401(k) Retirement Plan (the “Plan”). Plaintiff claims that the Plan fiduciaries should not have selected and maintained certain funds as investment options in the Plan and allowed the Plan to pay higher recordkeeping and administrative fees than necessary to the Plan’s recordkeepers. Plaintiff also alleged that Gerdau failed to monitor the Plan’s fiduciaries. Gerdau denies all the allegations in the lawsuit and contends that its conduct was entirely proper. You should read this entire notice carefully because your legal rights will be affected whether you act or not.

This notice explains your rights and options, including the deadline for you to object if you are opposed to this Settlement.

BASIC INFORMATION

1. Why did I get this notice?

You are receiving this notice because the Plan's records indicate that you were a participant in the Plan during the period from [September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement]. As such, your rights will be affected by the Settlement of this lawsuit.

Please read the following information carefully to find out what the lawsuit is about, what the terms of the proposed settlement are, what rights you have to object to the proposed settlement agreement if you disagree with its terms, and the deadline to object to the proposed settlement.

2. What this Lawsuit is about?

A lawsuit was filed in the United States District Court for the Middle District of Florida against Gerdau. The lawsuit alleges that Gerdau violated ERISA with respect to the Plan. The individual who is pursuing the lawsuit ("Plaintiff") claims that Gerdau should not have selected and maintained certain funds as investment options in the Plan, and that the Plan paid higher recordkeeping and administrative fees than necessary to the Plan's recordkeepers. Plaintiff also alleged that Gerdau failed to monitor the Plan's fiduciaries.

Gerdau denies the allegations in the lawsuit and contends that its conduct was entirely proper. Gerdau has asserted, and/or would assert should the litigation continue, a number of defenses to Plaintiff's claims.

3. What is a class-action lawsuit?

In a class-action lawsuit, one or more people called "class representatives" sue on their own behalf and on behalf of other people who have similar claims. One court resolves all the issues for all class members in a single lawsuit. One participant in the Plan is the class representative in this lawsuit.

4. Why is there a Settlement?

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to the Settlement, the Parties avoid the costs and risks of further litigation, and Plaintiff and the other members of the Settlement Class will receive compensation and other benefits. Class Counsel have conducted a review of the evidence in the case and the potential risks and benefits of continued litigation and believe that the Settlement is in the best interest of the

class. The Court has not made any finding that Gerdau has done anything wrong or violated any law or regulation.

The Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is [insert name of independent fiduciary].

5. How do I get more information about the Settlement?

This notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. You may inspect the pleadings and other papers (including the Settlement Agreement) that have been filed in this lawsuit at the office of the Clerk of the United States District Court for the Middle District of Florida, which is located at 801 North Florida Avenue, Tampa, Florida 33602. You may also review documents electronically through Public Access to Court Records, which is available as www.pacer.gov.

If you have questions about this notice or the proposed Settlement, you may contact Class Counsel (see answer to Question 11 for contact information).

Do not contact the Court or the Defendants for information about the Settlement. The Settlement Administrator or Class Counsel can answer any questions you may have about the proposed Settlement.

THE SETTLEMENT BENEFITS – WHAT YOU MAY GET

6. What does the Settlement provide?

Plaintiff and Gerdau have agreed to a settlement that involves monetary payments to participants. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated February 2, 2025 (“Settlement Agreement”), and described briefly below.

As part of the Settlement, Gerdau has agreed to make a one-time payment of one million five hundred thousand (\$1,500,000.00) (the “Settlement Amount”). After deduction from the Settlement Amount for any amounts that the Court approves for settlement-related expenses (including Attorneys’ Fees and Expenses to Class Counsel, certain fees for retaining an Independent Fiduciary, Administration Costs, and Taxes and Tax-Related Costs), and any amounts to the Class Representatives as case contribution awards, the remaining amount (known as the “Distributable Settlement Amount”) will be distributed to Settlement Class Members. Settlement Class Members are persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan from [(September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement)]. However, to avoid disproportionate expenses in particular cases, the Parties have agreed that no distribution will be made to any Settlement Class Member who (1) is no longer a participant in the Plan and (2) would otherwise be entitled to an amount of less than \$5.00 from the Distributable Settlement Amount. Settlement Class Members who are

participants in the Plan are *not* subject to this restriction. The Plan of Allocation is posted on the Settlement Website.

7. If I am entitled to a distribution, how will I receive the settlement proceeds?

Settlement Class Members who have a positive balance in their Plan account at the time of the distribution will receive any settlement proceeds through a deposit into their Plan account. To the extent feasible and ascertainable, those settlement proceeds will be invested in accordance with each Settlement Class Member's instructions for investment of new contributions at the time the distribution is made, or, if no such instructions are in effect, to the applicable qualified default investment option. The distribution is estimated to occur on or around [date]. Settlement Class Members who do not have a positive balance in their Plan account as of the date of distribution ("Former Participants") will receive a check from the Settlement Administrator.

8. How will I benefit from the Settlement?

You may be entitled to receive a portion of the Distributable Settlement Amount. Only Settlement Class Members are eligible to receive a portion of the Distributable Settlement Amount. (See the answer to Question 6 above.) Whether or not a person meets this definition will be based on the Plan's records. You have received this notice because, based on the Plan's records, you are believed to be a member of the Settlement Class. The Plan of Allocation attached to this notice will determine the amount paid to each eligible participant.

9. What are the Class Representatives receiving from the Settlement?

The Class Representative will be entitled to receive benefits of the Settlement because he is Settlement Class Member.

THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP

10. What do I give up by participating in the Settlement?

In exchange for Gerdau's payment of the Settlement Amount, all Settlement Class Members will release any claims they have related to the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

Yes. In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiff's lawyers to serve as "Class Counsel" for the Settlement Class. The attorneys for the Settlement Class are as follows:

Brandon J. Hill
Amanda E. Heystek
Luis A. Cabassa
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Ave.
Suite 640
Tampa, FL 33602
Tel: 813-379-2560
Fax: 813-229-8712
aheystek@wfclaw.com
lcabassa@wfclaw.com
bhill@wfclaw.com

Marc R. Edelman
Morgan & Morgan, P.A.
201 N. Franklin Street
Suite 700
Tampa, FL 33602
Tel: 813-223-5505
Fax: 813-257-0572
medelman@forthepeople.com

You will not be charged separately for the work of these lawyers; their compensation will come from the Settlement Amount and will be determined by the Court. If you want to be represented by a different lawyer in this case, you may hire one at your own expense.

12. How will the lawyers (Class Counsel) be paid?

Class Counsel will file a motion with the Court seeking approval of their compensation, which will consist of (a) reasonable attorneys' fees and (b) reimbursement of the expenses they incurred in prosecuting the case. Class Counsel intend to seek attorneys' fees equal to one-third of the Settlement Amount plus reasonable expenses. The motion and supporting papers will be filed on or before [date]. After that date you may review the motion and supporting papers at [website]. Any attorneys' fees and expenses, in addition to the fee and the expenses incurred by the Settlement Administrator in sending this notice and administering the Settlement, will be paid from the Settlement Amount.

OBJECTING TO THE SETTLEMENT

13. What does it mean to object?

Objecting is simply telling the Court that you do not like something about the Settlement. Objecting will not have any bearing on your right to receive the benefits of the Settlement if it is approved by the Court.

14. What is the procedure for objecting to the Settlement?

Prior to the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement. Settlement Class Members can object to the Settlement and give reasons why they believe that the Court should not approve it. To object, you must send your objection to the Court, at U.S. District Court, Middle District of Florida, 801 North Florida Avenue, Tampa, Florida 33602, and to the Parties at the following addresses:

To Class Counsel:

Brandon J. Hill
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Ave.
Suite 640
Tampa, FL 33602

To Defendant's Counsel:

Brett J. Preston
Hill, Ward & Henderson, P.A.
101 East Kennedy Blvd.
Suite 3700
Tampa, FL 33601

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date will not be considered. Any Settlement Class Member who fails to submit a timely objection will be deemed to have waived any objection they might have, and any untimely objection will be barred absent an order from the Court. Objections must include: (1) the case name and number; (2) your full name, current address, telephone number, and signature; (3) a statement that you are a Settlement Class Member and an explanation of the basis upon which you claim to be a Settlement Class Member; (4) all grounds for the objection, accompanied by any legal support known to you or your counsel; (5) a statement as to whether you or your counsel intends to personally appear and/or testify at the Final Approval Hearing; and (6) a list of any persons you or your counsel may call to testify at the Final Approval Hearing in support of your objection.

15. What if I do not want to be part of the lawsuit and want to exclude myself?

The Settlement does not allow any Settlement Class Members to exclude themselves from the settlement or decide not to be a part of the Settlement. While some class-action settlements allow class members to “opt out” of the settlement, because of the nature of the claims Plaintiffs have asserted in this lawsuit, Settlement Class Members do not have any right to opt out. Thus, if you dislike some portion of the settlement, your only recourse is to object to the settlement.

THE COURT'S FINAL APPROVAL HEARING

16. What is a final approval hearing?

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on [date] to consider any objections. The Final Approval Hearing will take place at [time] at the United States District Court for the Middle District of Florida, located at 801 North Florida Avenue, Tampa, Florida 33602. The date and location of the Final Approval Hearing is subject to change by Order of the Court, which will appear on the Court's docket for this case.

17. Can I attend the Final Approval Hearing?

Yes, anyone can attend the Final Approval Hearing. But the Court will only allow those who file and serve a timely written objection in accordance with this notice to speak at the Final Approval Hearing either in person or through counsel retained at his or her own expense. Those persons or their attorneys intending to speak at the Final Approval Hearing must serve notice of their intention to appear setting forth on Class Counsel and Defendant's counsel (at the addresses set out above) and file it with the Court Clerk by no later than [date]. The notice must include: (1) the name, address, and telephone number of the Settlement Class Member, and (2) if applicable, the name, address, and telephone number of that Settlement Class Member's attorney. Anyone who does not timely file and serve a notice of intention to appear in accordance with this paragraph shall not be permitted to speak at the Final Approval Hearing, except by Order of the Court. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

The Court will consider Settlement Class Member objections in deciding whether to grant final approval. Objectors are not required to attend the Final Approval Hearing, but if you intend to appear you must state your intention to do so in the manner described above. Settlement Class Members who do not comply with these procedures, or who miss the deadline to file an objection, lose the opportunity to have their objection considered by the Court or to appeal from any order or judgment entered by the Court regarding the Settlement.

18. Where can I get more information?

You can visit the website at [URL] where you will find the full Settlement Agreement, the Court's order granting preliminary approval, this notice, and other relevant pleadings and documents. If you cannot find the information you need on the website, you may also contact Class Counsel for more information. Do not contact the Court or Defendants to get additional information.

Exhibit C

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

GRANT MOLLA,
on behalf of the Gerdau Ameristeel
US 401(k) Retirement Plan, himself,
and all others similarly situated,

Plaintiff,

v.

GERDAU AMERISTEEL US, INC.,
and the GERDAU BENEFITS PLANS
ADMINISTRATIVE COMMITTEE,

Defendants.

Case No.: 8:22-cv-02094-VMC

PLAN OF ALLOCATION

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. In accordance with paragraph 4.1 of the Settlement Agreement, Defendants shall direct the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data to determine the amount of each Settlement Class Member's allocable portion of the Distributable Settlement Amount (as defined in Sections 1.14 and 3.2(a) of the Settlement Agreement) in accordance with this Plan of Allocation.

B. The data used to perform calculations under this Plan of Allocation

shall include the year-end balances of each Settlement Class Member's account for each year of the Class Period. For Settlement Class Members who had a balance in their accounts at the beginning of the Class Period, but liquidated their account prior to the end of the Class Period, the balance in their account at the time of their last quarterly statement prior to distribution (or the last available statement that shows a balance) will be the balance used for purposes of calculating an award under this Plan of Allocation.

C. Each Settlement Class Member's allocable portion of the Distributable Settlement Amount will be calculated as follows:

1. Calculate the sum of each Settlement Class Member's account balances for each year of the Class Period based on the data referenced in Section II(B) of this Plan of Allocation. This amount shall be that Settlement Class Member's "Balance."
2. Sum the Balance for all Settlement Class Members.
3. Allocate each Settlement Class Member a share of the Distributable Settlement Amount in proportion to the sum of that Settlement Class Member's Balance as compared to the sum of the Balance for all Settlement Class Members, *i.e.*, where the numerator is the Settlement Class Member's Balance and the denominator is the sum of all Settlement Class Members' Balances.

D. The amounts resulting from this initial calculation shall be known as the Preliminary Entitlement Amount. Current Participants with a Preliminary Entitlement Amount of \$0 shall not receive a distribution from the Net Settlement Amount. Former Participants who are entitled to a distribution of \$5.00 or less (the Former Participant De Minimus Amount) will not receive a distribution from

the Distributable Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants described in the preceding two sentences. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member entitled to a distribution. The sum of the Final Entitlement Amount for each remaining Settlement Class Member must equal the dollar amount of the Distributable Settlement Amount.

E. *Settlement Class Members with Accounts in the Plan.* For a Settlement Class Member whose account in the Plan has a positive balance as of the calculation of the Final Entitlement Amount, the Final Entitlement Amount will be allocated into his or her account in the Plan (unless that account has been closed in the intervening period between the calculation of the Final Entitlement Amount and the payment of the Final Entitlement Amount, in which case that Settlement Class Member will receive his or her allocation in accordance with Section II.F, below).

As promptly as reasonably possible after deposit of the Distributable Settlement Amount into the Plan (per Section 3.2(c) of the Settlement Agreement), the Settlement Administrator shall forward to the current recordkeeper for the Plan the information and/or data needed for allocating into each Settlement Class Member’s account under the Current Plan his or her Settlement Class Member’s Final Entitlement Amount. The deposited amount shall be invested by the current recordkeeper for the Plan pursuant to the Settlement Class Member’s investment

elections on file for new contributions. If the Class Member has no election on file, the deposited amount shall be invested in the default investment option(s) designated by the Plan, and if the Plan has not designated any default investment option(s), in a target date fund commensurate with the Settlement Class Member's retirement age or similar fund under the Plan.

F. *Settlement Class Members Without Accounts Under the Current Plan.* Former Participants with a Final Entitlement Amount over \$5.00 shall be paid by check from the Settlement Administrator. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 90 days from the date of issue.

G. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Final Entitlement Amount, less any required tax withholdings or penalties, to each Settlement Class Member. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise require payments exceeding the Distributable Settlement Amount, or the Distributable Settlement Amount is insufficient to distribute to all Settlement Class Members with an account balance during the Class Period, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation to allow for distribution to all qualified

Settlement Class Members, including increasing or decreasing the Former Participant De Minimus Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by the Plan of Allocation.

H. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of the distributions does not exceed the Distributable Settlement Amount.

I. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, any amount remaining in the Escrow Account shall be paid to the Plan for the purpose of defraying administrative fees and expenses of the Plan that would otherwise be charged to the participants of the Plan.

J. Neither the Released Parties, Defendants' Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Settlement Class Members.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure it is fully and fairly implemented.

Exhibit D

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION**

**GRANT MOLLA,
on behalf of the Gerdau Ameristeel
US 401(k) Retirement Plan, himself,
and all others similarly situated,**

Plaintiff,

CASE NO. 8:22-cv-02094-VMC-SPF

v.

GERDAU AMERISTEEL US, INC.,

Defendant.

_____ /

[PROPOSED] PRELIMINARY APPROVAL ORDER

This matter came before the Court on Plaintiff's Motion for Preliminary Approval of Class Action Settlement. In connection with that motion, the Court has considered and reviewed the following materials: (a) Plaintiff's Motion for Preliminary Approval (the "Motion"), and the papers filed in connection therewith; and (b) the Class Action Settlement Agreement dated February 4, 2025, and the exhibits attached thereto (the "Settlement Agreement"). In addition, the Court has considered the arguments of counsel and the pleadings and record in this case. This Court has considered all of the foregoing materials and information and finds that there is good cause for granting the Motion.

NOW THEREFORE, IT IS HEREBY ORDERED:

1. Capitalized terms used in this Order that are not otherwise identified herein have the meaning assigned to them in the Settlement Agreement.

2. The Court has jurisdiction to consider the Motion and the relief requested therein in accordance with 28 U.S.C. § 1331 and 29 U.S.C. § 1132(e)(1).

3. The terms set forth in the Settlement Agreement are hereby preliminarily approved, subject to further consideration at the Final Approval Hearing provided for below. The Court concludes that the Settlement Agreement is sufficiently within the range of reasonableness to warrant the preliminary approval of the Settlement Agreement, the scheduling of the Final Approval Hearing, and the dissemination of Notices to Settlement Class members, each as provided for in this Order. The Court further finds, on a preliminary basis, that the formula proposed for allocating the Distributable Settlement Fund among the Settlement Class Members is fair and reasonable.

Class Certification for Settlement Purposes

4. The Court pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure certifies for settlement purposes the following class:

All persons who were participants in or beneficiaries of the Gerdau Ameristeel US 401(k) Retirement Plan, from September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement

5. The Court hereby finds that pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff is an adequate class representative and certifies

him as Class Representative for the Class, and appoints the law firms of Wenzel Fenton Cabassa, P.A. and Morgan & Morgan, P.A. as Class Counsel. Plaintiff and Class Counsel have fairly and adequately represented the Class in terms of both litigating the claims of the Class and entering into and implementing the Settlement, and have satisfied all the requirements of the Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

Class Notice

6. The Court approves the Long Form and Short Form Postcard Settlement Notices (“Notices”) in the forms attached as Exhibits B and E, respectively, to the Settlement Agreement. The Parties may make non-substantive changes to the Notices, such as filling in the applicable dates and correcting any typographical errors or addressing similar issues.

7. Defendant shall cause the current recordkeeper to provide to the Settlement Administrator the last known mailing address for each Settlement Class Member. The names and addresses provided to the Settlement Administrator pursuant to his Order shall be used solely for the purpose of providing notice of this Settlement and for no other purpose.

8. Within forty-five (45) days after entry of this Order, the Settlement Administrator shall cause copies of the Short Form Postcard Settlement Notice to be sent via first-class U.S. mail, postage pre-paid to each Settlement Class Member

through the notice procedure described in the Settlement Agreement. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after entry of this Order.

9. The Court finds that the Notices to be provided as set forth in this Order are the best means of providing notice to the Settlement Class Members as is practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the Settlement and the Final Approval Hearing, and the requested Attorneys' Fees and Expenses, to all persons affected by or entitled to participate in the Settlement in full compliance with the requirements of due process and the Federal Rules of Civil Procedure.

10. All reasonable Administrative Costs for the Settlement Administrator, Independent Fiduciary, and Escrow Agent in connection with their duties under the Settlement shall be paid as set forth in the Settlement Agreement without further order of the Court.

Final Approval Hearing

11. The Court will hold a Final Approval Hearing on _____ [date no earlier than 110 days from date of preliminary approval] at ___:___ in Courtroom ___ of the Sam M. Gibbons United States Courthouse, United States District Court for the Middle District of Florida, located at 801 North Florida Avenue, Tampa, FL 33602, for the following purposes: (a) to determine whether the proposed

Settlement is fair, reasonable, adequate, and in the best interests of the Class and should be approved by the Court; (b) to determine whether a Final Approval Order substantially in the form attached as Exhibit A to the Settlement Agreement should be entered pursuant to the terms of the Settlement, dismissing with prejudice all claims asserted in the Action against Defendant with respect to Settlement Class Member(s); (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and should be approved; (d) to determine whether the separate motion for payment of Attorneys' Fees and Expenses to Class Counsel and Case Contribution Awards for the Class Representative should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Class Members as set forth in Paragraph 10 of this Order.

12. The Court may adjourn the Final Approval Hearing and approve the proposed settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

Appearance and Objections at Settlement Hearing

13. The Court will consider written comments and objections to the Settlement Agreement, to the Plan of Allocation, and to the proposed award of Attorneys' Fees and Expenses and Class Representative's Case Contribution

Award, only if such written comments or objections are filed with the Court Clerk not later than 21 days before the Final Approval Hearing and comply with the requirements of Paragraph 14 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court
for the Middle District of Florida
801 North Florida Avenue
Tampa, FL 33602

To Class Counsel:

Brandon J. Hill
Wenzel Fenton Cabassa, P.A.
1110 N. Florida Ave.
Suite 640
Tampa, FL 33602
Tel: 813-379-2560
Fax: 813-229-8712
bhill@wfclaw.com

To Defendant's Counsel:

Brett J. Preston
Hill, Ward & Henderson, P.A.
101 East Kennedy Blvd.
Suite 3700
Tampa, FL 33601
Tel: 813-221-3900
Fax: 813-221-2900
brett.preston@hwhlaw.com

14. The Court will only consider written comments and objections to the Settlement that are signed by the Settlement Class Member and are timely filed with the Court Clerk and served not later than 21 days before the Final Approval Hearing and include all of the following: (a) the name and case number of the Action; (b) the Settlement Class Member's full name, address, telephone number, and signature; and (c) a statement of all comments or grounds for the objection. Any member of the Settlement Class or other person who does not timely file and serve a written objection complying with the terms of this Paragraph shall be deemed to have waived, and shall be foreclosed from raising, any objection to the Settlement Agreement, and any untimely objection shall be barred absent an Order from the Court. The Parties may take discovery, including depositions, from anyone who files an objection with respect to any of the issues raised in the objection.

15. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Final Approval Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Final Approval Hearing must serve a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that

Settlement Class Member's attorney) on Class Counsel and Defendant's Counsel (at the addresses set out above) and file it with the Court Clerk by not later than 21 days before the Final Approval Hearing. Anyone who does not timely file and serve a notice of intention to appear in accordance with this Paragraph shall not be permitted to appear at the Final Approval Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

Additional Issues

16. The Court approves the retention of American Legal Claims Services, LLC as the Settlement Administrator.

17. In further aid of the Court's jurisdiction to review, consider, implement, and enforce the Settlement, the Court orders that Plaintiffs and all Settlement Class Members are preliminarily enjoined and barred from commencing, prosecuting, or otherwise litigating, in whole or in part, either directly, representatively, derivatively, or in any other capacity, whether by complaint, counterclaim, defense, or otherwise, in any local, state, or federal court, or in any agency or other authority or forum wherever located, any contention, allegation, claim, cause of action, matter, lawsuit, or action asserting the Released Claims.

Supporting Papers

18. Plaintiff shall file his motion for final approval of the proposed Settlement and his motion for Attorneys' Fees and Expenses and Class Representative's Case Contribution Award no later than thirty (30) calendar days before the date for filing Objections set forth in Paragraph 14.

19. Any additional briefs the Parties may wish to file in support of the Settlement shall be filed no later than seven (7) calendar days before the date of the Final Approval Hearing.

Jurisdiction

20. The Court hereby retains jurisdiction for purposes of implementing the Settlement Agreement, and reserves the power to enter additional orders to effectuate the fair and orderly administration and consummation of the Settlement Agreement as may from time to time be appropriate, and to resolve any and all disputes arising thereunder.

SO ORDERED this ____ day of _____, 2025.

Virginia M. Hernandez Covington
United States District Court Judge

Exhibit E

Grant Molla v. Gerdau Ameristeel US, Inc., et al.

c/o [Settlement Administrator]
[address]

[Postage Prepaid]

COURT-ORDERED LEGAL NOTICE

*This Notice may affect your legal rights.
Please read carefully.*

Important Legal Notice Authorized by the United States District Court for the Middle District of Florida.

Name
Address
City, State
Zip

If you were a participant or beneficiary of the Gerdau Ameristeel US 401(k) Retirement Plan, between [September 9, 2016, through the date the Court enters an Order granting preliminary approval of the Settlement)], your rights may be impacted by a proposed settlement of a class action lawsuit.

THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE CLASS ACTION.

Please visit [settlement website], email [settlement email/class counsel email] (writing Gerdau Settlement in the subject line), or call (xxx) xxx-xxxx for more information.

A federal court has authorized this notice. This is not a solicitation from a lawyer. You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the Gerdau Ameristeel US 401(k) Retirement Plan (the “Plan”), indicate that you were a participant in the Plan during the period [insert class period] (the “Class Period”). This Notice advises you of basic information about your options.

A Long Form Settlement Notice is available at [www.].

YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.	If you currently have a positive account balance in the Plan and are a Settlement Class Member, any share of the Distributable Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant (<i>i.e.</i> , no longer a participant in the Plan) and are a Settlement Class Member, such funds to which you are entitled shall be paid directly to you by the Settlement Administrator by check. Not all Settlement Class Members will receive a payment, and it may take several months for the payments to be made.
YOU MAY OBJECT TO THE SETTLEMENT BY:	If you wish to object to any part of the Settlement, you may write to the Court and the attorneys for the Parties about why you object to the Settlement. Address your objection to: Clerk of the Court, United States District Court for the Middle District of Florida, 801 North Florida Avenue, Tampa, Florida 33602. You should also email a copy of your objection to Class Counsel and Defense Counsel at [bhill@wfclaw.com] (writing “Gerdau Settlement” in the subject line)
YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON:	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection by the Court-approved deadline in advance of the Final Approval Hearing AND you file a notice of intention to appear, as described in the answer to Question Nos. 14 and 17 in the Long Form Settlement Notice.

Do not contact the Court or Defendants for information about the Settlement. All questions should be directed to [Settlement Administrator] or Class Counsel, or visit the website listed herein.