

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

JONATHAN MCCANN on behalf of himself
and all others similarly situated,

Plaintiff,

v.

SHIRLEY S. HILL, VERNON W. HILL II, and
INTERARCH, INC.,

Defendants, and

INTERARCH, INC. PROFIT SHARING PLAN
AND TRUST,

Nominal Defendant.

Case No. 20-6435 (NLH/JMS)

MODIFIED PROPOSED PLAN OF ALLOCATION¹

1. The Settlement Fund. The Settlement Fund will consist of the (a) Original Cash Settlement Amount of \$950,000 paid pursuant to the Original Class Settlement Agreement, plus (b) the Additional Cash Settlement Amount of \$ 562,055.79 and (c) any earnings and interest accrued thereon minus Court- approved attorneys' fees and expenses and minus any amounts paid to the Escrow Agent or for taxes.²

2. Authorized Claimants. An Authorized Claimant will be a member of the Class³

¹ All capitalized terms not defined herein use the definition in the Class Action Settlement Agreement or the Amendment to Class Action Settlement Agreement.

² Pursuant to the Settlement Agreement, Defendants will bear all costs of administration of the Settlement including any costs relating to administration and distribution of the Settlement Fund. No fees, expenses, costs, or other charges that Defendants incur or for which Defendants are responsible will be charged to the Settlement Fund.

³ The Class is defined as all participants in the InterArch, Inc. Profit Sharing Plan at any time between March 6, 2018 to the present (except those who terminated without vesting) and the beneficiaries of any such participant. Excluded from the Class and therefore the definition of Authorized Claimant are (1) Defendants, (2) any fiduciaries of the Plan, who are alleged to have engaged in prohibited transactions or breaches of fiduciary duties, or who had decision-making or

who is either: (a) a participant in the InterArch, Inc. Profit Sharing Plan at any time between March 6, 2018 to the present (except those who terminated without vesting); or (b) the beneficiary of any such participant who is entitled to an immediate payment.

3. The Net Settlement Fund. The Net Settlement Fund will consist of the (1) Net Original Cash Settlement Fund, which will consist of \$950,000 plus any earnings and interest accrued on the entire Settlement Fund minus Court- approved attorneys' fees and expenses and minus any amounts paid to the Escrow Agent or for taxes and (b) the Net Additional Cash Settlement Fund will consist of the Additional Cash Settlement Amount of \$ 562,055.79 without any earnings or deductions.

4. Allocation of the Net Settlement Fund. The Net Settlement Fund will be allocated as follows: First, the Net Original Cash Settlement Amount will be divided pro rata among the Authorized Claimants based on the Recognized Claim for each Plan account for which there is an Authorized Claimant as compared to total Recognized Claims for all Plan accounts for all Authorized Claimants (the "Initial Pro Rata Calculation"). Second, the minimum allocation to any Plan account (for which there is an Authorized Claimant) will be **\$50.00** (the "Final Pro Rata Calculation"). Third, the Additional Cash Settlement Amount will be allocated pro rata among the nine (9) Plan accounts, based on their Recognized Claim, where the participant signed a release, had an account balance at the time the Plan was terminated, and would otherwise receive more than the \$50.00 minimum allocation. Finally, to the extent that there are multiple Authorized Claimants for any Plan account, the Final Pro Rata Calculation will be divided according to the terms of the Plan.

5. Recognized Claim. The Recognized Claim for each Plan account will be the

administrative authority relating to the administration, investment allocation, modification, funding, or interpretation of the Plan, (3) any beneficiaries of the foregoing as well as any members of their immediate families and (4) any of their successors, executors, or assigns.

Adjusted Loss for the Plan Account.

6. Methodology Calculation of Loss. Losses for each Plan account for which there is an Authorized Claimant will be calculated by calculating losses using the following methodology:

a. Time Period for Calculation For those Plan accounts for which the Class Member was a participant in the Plan as of the beginning of the Class Period (March 6, 2018), the calculation of losses will be based on the account balance as of the beginning of the Class Period. For those Plan accounts where the Class Member became participants after the beginning of the Class Period, the calculation will be based on such individuals' account balances as of the first date for which such information was available.

b. Calculating Losses. The actual investment return of each Plan account will be compared to an alternative prudent investment between March 6, 2018 (or the date that the participant entered the Plan) and the date when the assets in the Plan were distributed (which will be August 6, 2020 for most Class Members). The Alternative Investment Return is calculated by assuming an alternative portfolio in which 60% of the assets were comprised of the S&P 500 index (with dividends reinvested) and the remaining 40% of the assets was comprised of AAA corporate bonds. The Alternative Investment Rate of Return for the Plan accounts where the participants participated in the Plan from the beginning of the class period (March 6, 2018) through the date when all remaining participants received distributions as a result of the Plan's termination (August 6, 2020) is 11.899% per annum. The assumed rate of return for those individuals who entered the Plan after March 6, 2018 and/or exited the plan prior to August 6, 2020 is the return the above-referenced hypothetical portfolio would have returned on an annualized basis (or on a total return basis if less than one year) during the period of the individual's participation of the Plan. In all

cases, interest is compounded on a monthly basis.

7. Calculation of Unadjusted Losses for Each Account. Each Plan account's unadjusted loss will be calculated as follows: First, the Actual Return is calculated by using the individual account balance as of the beginning of either the Class Period (if the person was a participant) or inception of participant in the Plan (if person became a participant after the start of the Class period) and adding to that account balance any additional employer contributions and reallocations of forfeited accounts to the that account crediting any investment returns or deducting any losses up to June 25, 2020. Second, the Alternative Return is calculated by using the actual amount the individual account balance as of the beginning of either the Class Period (if the person was a participant) or inception of participant in the Plan (if person became a participant after the start of the Class period) and adding to that account balance any additional employer contributions and reallocations of forfeited accounts to the that account crediting any investment returns or deducting any loss using the Alternative Investment Return described above in Paragraph 5.b up to June 25, 2020. Third, each account's Alternative Investment Return is then compared to each account's Actual Investment Return up to June 25, 2020 of that Plan account. If the Actual Investment Return is less than the Alternative Investment Return, the difference between the two is the Unadjusted Loss. If the Actual Investment Return is not less than the Alternative Investment Return, then Unadjusted Loss is zero.

8. Adjusted Loss. The amount of Adjusted Loss for the Plan Account will be calculated as follows:

a. For Accounts Where the Participant Signed a Release. For any Plan account in which the participant signed the Agreement and Release document (i.e., generally that Defendants provided in or about May 2021), that Plan account's Unadjusted Loss will be reduced by seventy-five per cent (75%) to reflect the risk of non-recovery

because such participants agreed to release their claims against Defendants raised in Complaint. In addition, the Unadjusted loss will be further reduced by the amount of the restorative payment Defendants made to the Participant's Plan account on or after June 25, 2020 and the amount paid for any release. The resulting figure is the Adjusted Loss.

b. For Accounts Where the Participant Did Not Sign a Release: For Plan accounts for which the participant did not sign the Agreement and Release Document, the Unadjusted Loss will only be reduced by the amount of the restorative payment Defendants made to the Participant's Plan account on or after June 25, 2020.

9. Distribution of Residual Funds. In the event that monies remain in the Net Settlement Fund after distribution of the Final Distribution Amounts and after all taxes and other expenses have been paid, those residual amounts will be distributed to non-sectarian, non-profit 501(c)(3) charitable organization(s) recommended by Co-Lead Class Counsel and approved by the Court.

10. Continuing Jurisdiction. The Court shall retain jurisdiction over implementation of the Settlement and disposition of the Settlement Fund, including to allow, disallow, or adjust the claim of any Class Member on equitable grounds.