

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION**

Whitney Main, Henry Schmidt, and Daniel Greutz,
individually and as representatives of a class of
similarly situated persons, and on behalf of the
American Airlines, Inc., 401(k) Plan,

Plaintiffs,

v.

American Airlines, Inc., American Beacon Advisors,
Inc., Pension Asset Administration Committee,
Benefits Strategy Committee, Pension Benefits
Administration Committee, and Employee Benefits
Committee,

Defendants.

Case No. 4:16-cv-00473-O

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Settlement Agreement”) is entered into between and among the Class Representatives, all Class Members, and the Defendants, as defined herein.

1. Article 1 – Recitals

1.1 On April 15, 2016, Whitney Main, Henry Schmidt, and Daniel Greutz (“Class Representatives”), participants in the defined contribution 401(k) retirement plan known as the American Airlines, Inc. 401(k) Plan, formerly Super Saver, a 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries (“the Plan”), filed a Complaint (Case No. 4:16-cv-00473-O) against American Airlines, Inc., the Pension Asset Administration Committee, the Benefits Strategy Committee, the Pension Benefits Administration Committee, and the Employee Benefits Committee (the “American Airlines Defendants”) in the United States District Court for the Northern District of Texas on behalf of the Plan and as representatives of a putative class asserting various claims of breaches of fiduciary duty and seeking relief under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

1.2 On July 1, 2016, Class Representatives filed a First Amended Complaint against the American Airlines Defendants. On November 16, 2016, Class Representatives filed a Second Amended Complaint against the American Airlines Defendants and American Beacon Advisors Inc. (“American Beacon”) (collectively with the

American Airlines Defendants, the “Defendants”), and certain individuals identified in the Complaint and First Amended Complaint as John Does. On January 9, 2017, Class Representatives and Defendants stipulated to dismissal of the individuals identified as John Does. Pursuant to the stipulation, Defendant American Airlines, Inc. (“American Airlines”) is responsible for any monetary judgment entered in this action based on the actions or omissions of the individuals identified in the Second Amended Complaint.

- 1.3** The American Airlines Defendants moved to dismiss this action on August 5, 2016. The Court entered an Order on March 31, 2017, denying the American Airlines Defendants’ Motion to Dismiss except to the extent that the Class Representatives’ breach of fiduciary duty claim in Count I “relies on the claim that Defendants were imprudent for not considering low-cost alternatives to mutual funds[.]”
- 1.4** American Beacon moved to dismiss this action on January 18, 2017. The Court has not ruled on that motion.
- 1.5** Class Representatives moved for leave to amend their pleading on March 31, 2017. In connection with their Motion to Amend, Class Representatives filed a proposed Third Amended Complaint asserting prohibited transaction claims and a claim for failure to adhere to a document governing the Plan. Class Representatives also moved for class certification on April 3, 2017.
- 1.6** The American Airlines Defendants filed an answer to the Second Amended Complaint on April 28, 2017.
- 1.7** As of the Settlement Agreement Execution Date, American Beacon’s Motion to Dismiss, as well as Class Representatives’ Motion to Amend and Motion for Class Certification are pending.
- 1.8** Pursuant to the Court’s Second Scheduling Order entered on November 29, 2016, the parties were required to mediate on or before May 2, 2017. The parties selected Martin F. Scheinman of New York as the mediator (the “Mediator”). The parties met with the Mediator in person in New York on May 1, 2017. After a full day mediation session, no settlement was reached. However, the Mediator made a mediator’s proposal to the parties at the conclusion of the mediation session. The parties had seventy-two (72) hours following mediation to return blind answers to the proposal to the Mediator. On May 4, 2017, the Mediator notified the parties that all parties had accepted the settlement proposal. On the same date, the parties submitted a notice of settlement to the Court, along with a joint request to continue all deadlines pending settlement approval. On May 5, 2017, the Court continued all deadlines and ordered Class Representatives to move for preliminary approval of the settlement on or before July 5, 2017. This deadline was later continued to July 7, 2017.
- 1.9** Prior to the mediation, the parties conducted substantial discovery. Class Representatives served multiple sets of written discovery requests on Defendants. In response, Defendants produced more than 110,000 pages of documents. Class Representatives also served subpoenas requesting pertinent documents from non-parties. Class Representatives received more than 4,800 pages of responsive

documents from non-parties. Class Representatives took depositions of four (4) employees of American Airlines, one (1) former employee of American Beacon, and one (1) non-party who provided fiduciary services to the Plan. Additionally, Class Counsel retained expert witnesses to opine on issues relevant to liability and alleged financial losses to the Plan. Based on the documents and information obtained, the testimony of witnesses, the opinions of experts, and Class Counsel's own investigation into the relevant facts, the Class Representatives and Class Counsel had sufficient information to participate in the mediation and negotiate the settlement. The settlement was reached after extensive arm's length negotiations supervised by the Mediator. The terms of the parties' settlement are memorialized in this Settlement Agreement.

- 1.10** The Class Representatives and Class Counsel consider it desirable and in the best interests of the Plan and the Class that the claims against Defendants be settled on behalf of the Plan and the Class per the terms set forth below, and they have concluded that such terms are fair, reasonable, and adequate, and that this settlement will result in significant benefits to the Plan and the Class.
- 1.11** The American Airlines Defendants and American Beacon deny any wrongdoing or liability with respect to any of the allegations or claims in the Complaint, First Amended Complaint, Second Amended Complaint, or proposed Third Amended Complaint. This Settlement Agreement, and the discussions between the settling parties preceding it, shall in no event constitute, be construed as, or be deemed evidence of, an admission or concession of fault or liability of any kind by the American Airlines Defendants or American Beacon.
- 1.12** The Settling Parties, as defined below, have concluded that it is desirable that this matter be finally settled upon the terms and conditions set forth in this Settlement Agreement.
- 1.13** Therefore, the Settling Parties, in consideration of the promises, covenants, and agreements herein described, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree to the terms of this Settlement Agreement.

2. Article 2 – Definitions

As used in this Settlement Agreement and the Exhibits hereto (as listed in Paragraph 12.15), unless otherwise defined, the following terms have the meanings specified below:

- 2.1** “Administrative Expenses” means expenses incurred in the administration of this Settlement Agreement, including (a) all fees, expenses, and costs associated with providing the Settlement Notices to the Class; (b) tax-related expenses as described in Paragraph 5.3; and (c) all fees and expenses of the Settlement Administrator, Independent Fiduciary, and Escrow Agent. Excluded from Administrative Expenses are the American Airlines Defendants' and American Beacon's internal expenses and the Settling Parties' respective legal expenses.

- 2.2** “Active Account” means an individual investment account in the Plan with a balance greater than \$0.
- 2.3** “Action” means *Whitney Main, et al. v. American Airlines, Inc. et al.*, Case No. 4:16-cv-00473-O, in the United States District Court for the Northern District of Texas.
- 2.4** “Alternate Payee” means a person other than a Participant or Beneficiary in the Plan who is entitled to a benefit under the Plan as a result of a Qualified Domestic Relations Order (“QDRO”), where the QDRO relates to a participant’s balance during the Class Period, and the relevant Plan account included an investment in the American Beacon Funds or any other mutual funds during the Class Period.
- 2.5** “American Airlines’ Motion to Dismiss” means the motion to dismiss filed August 5, 2016, in the Action by the American Airlines Defendants.
- 2.6** “American Beacon Funds” means the mutual funds in the Plan’s lineup managed in whole or in part by American Beacon or its affiliates or subsidiaries, including the following Designated Investment Alternatives available in the Plan lineup during the Class Period: American Beacon Intermediate Bond Fund, American Beacon Large Cap Value Fund, American Beacon S&P 500 Index Fund, American Beacon Small Cap Value Fund, American Beacon International Equity Index Fund, American Beacon Balanced Fund, American Beacon International Equity Fund, American Beacon Treasury Inflation Protected Securities Fund, American Beacon Short-Term Bond Fund, American Beacon Large Cap Growth Fund, American Beacon Mid Cap Value Fund, American Beacon Emerging Markets Fund, American Beacon Small Cap Index Fund, American Beacon High Yield Bond Fund, Conservative Pre-Mixed Portfolio, Moderate Pre-Mixed Portfolio, or Aggressive Pre-Mixed Portfolio.
- 2.7** “American Beacon’s Motion to Dismiss” means the motion to dismiss filed on January 18, 2017 in the Action by American Beacon.
- 2.8** “Attorneys’ Fees and Costs” means the amounts awarded by the Court as compensation for the services provided by Class Counsel and reimbursement of costs and expenses advanced and carried by Class Counsel. Class Counsel will seek not more than 30% of the Gross Settlement Amount as compensation for services provided, plus reasonable litigation costs and expenses and Administrative Expenses.
- 2.9** “Authorized Former Participant” means a Former Participant who has submitted a completed, satisfactory Former Participant Claim Form by the Claims Deadline set by the Court in the Preliminary Order and whose Former Participant Claim Form is accepted by the Settlement Administrator.
- 2.10** “Beneficiary” means a person who is entitled to receive a benefit under the Plan that is derivative of a deceased Current Participant’s or Former Participant’s interest in the Plan, other than an Alternate Payee. A Beneficiary includes, but is

not limited to, a spouse, surviving spouse, domestic partner, child, or other individual or trust designated by the Current Participant or Former Participant or determined under the terms of the Plan who currently is entitled to a benefit.

- 2.11** “CAFA” means the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1711–1715.
- 2.12** “Claims Deadline” means a date that is no later than ten (10) calendar days before the Fairness Hearing.
- 2.13** “Class Certification Motion” means the motion filed on April 3, 2017, in the Action by the Class Representatives.
- 2.14** “Class Counsel” means Nichols Kaster, PLLP, 4600 IDS Center, 80 S. 8th Street, Minneapolis, MN 55402 and Kendall Law Group LLP, 3232 McKinney Avenue, Suite 700, Dallas, Texas 75204.
- 2.15** “Class Members” means all individuals in the Settlement Class.
- 2.16** “Class Period” means the period from April 15, 2010 through October 30, 2015.
- 2.17** “Class Representatives” means Whitney Main, Henry Schmidt, and Daniel Grentz.
- 2.18** “Class Representative Service Awards” or “Service Awards” means an amount to be determined by the Court, but not to exceed \$10,000 for each Class Representative, which shall be paid from the Gross Settlement Amount.
- 2.19** “Court” means the United States District Court for the Northern District of Texas.
- 2.20** “Court of Appeals” means the United States Court of Appeals for the Fifth Circuit.
- 2.21** “Current Participant” means a Class Member who has an Active Account in the Plan as of the date that the Motion for Preliminary Approval of the Settlement is filed.
- 2.22** “Defendants” means American Airlines Inc., the Pension Asset Administration Committee, the Pension Benefits Administration Committee, the Benefits Strategy Committee, the Employee Benefits Committee, and American Beacon Advisors, Inc.
- 2.23** “Defense Counsel” means counsel for the American Airlines Defendants, Kelly Hart & Hallman LLP and O’Melveny & Myers LLP, and counsel for American Beacon, Jackson Walker L.L.P.
- 2.24** “Designated Investment Alternative” means any investment alternative designated by the Plan into which Participants and Beneficiaries could direct the investment of assets held in, or contributed to, Active Accounts.

- 2.25** “Disputed Investments” means the American Beacon Funds and the Non-American Beacon Mutual Funds.
- 2.26** “Escrow Agent” means an escrow agent mutually agreed to by the Settling Parties.
- 2.27** “Fairness Hearing” means the hearing scheduled by the Court to consider (a) whether to finally approve the Settlement pursuant to Fed. R. Civ. P. 23; (b) whether to grant Class Counsel’s request for Attorneys’ Fees and Costs and the Class Representatives’ request for Class Representative Service Awards; (c) payment of Administrative Expenses; and (d) any objections from Class Members to the Settlement Agreement or the proposed Attorneys’ Fees and Costs, Administrative Expenses, or Class Representative Service Awards.
- 2.28** “Final Approval Order” means the order and final judgment approving the Settlement Agreement, implementing the terms of this Settlement Agreement, and dismissing the Action with prejudice, to be proposed by the Settling Parties for approval by the Court, in substantially the form attached as Exhibit 5 hereto. The Parties may agree to additions to modifications to the form of the Final Approval Order as they agree are appropriate at the time it is submitted to the Court for final approval.
- 2.29** “Effective Approval Order” means the Final Approval Order once it becomes Effective.
- 2.30** “Effective” means with respect to any judicial ruling, order, or judgment that the period for any motions for reconsideration, motions for rehearing, appeals, petitions for certiorari, or the like (“Review Proceeding”) has expired without the initiation of a Review Proceeding, or, if a Review Proceeding has been timely initiated, that it has been fully and finally resolved, either by court action or by voluntary action of any party, without any possibility of a reversal, vacatur, or modification of any judicial ruling, order, or judgment, including the exhaustion of all proceedings in any remand or subsequent appeal and remand. The Settling Parties agree that absent an appeal or other attempted review proceeding, the Final Approval Order becomes Effective thirty-three (33) calendar days after its entry.
- 2.31** “Former Participant” means a Class Member who does not have an Active Account in the Plan as of the date the Motion for Preliminary Approval of the Settlement is filed.
- 2.32** “Former Participant Claim Form” means the form described generally in Paragraph 3.3.2 and substantially in the form attached as Exhibit 1.
- 2.33** “Gross Settlement Amount” means the sum of twenty-two million dollars (\$22,000,000), contributed to the Qualified Settlement Fund pursuant to Article 5. The Gross Settlement Amount shall consist of a sum of twelve million dollars (\$12,000,000), to be contributed by the American Airlines Defendants or their agents or insurers (the “American Airlines Cash Amount”) and a sum of ten million dollars (\$10,000,000), to be contributed by American Beacon or its agents or

insurers (the “American Beacon Cash Amount”). The American Airlines Cash Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel, or into the Qualified Settlement Fund, made on behalf of American Airlines Defendants in connection with the Settlement effectuated through this Settlement Agreement. The American Beacon Cash Amount shall be the full and sole monetary payment to the Settlement Class, Plaintiffs, and Class Counsel, or into the Qualified Settlement Fund, made on behalf of American Beacon in connection with the Settlement effectuated through this Settlement Agreement.

- 2.34** “Independent Fiduciary” means the person or entity selected by the American Airlines Defendants to serve as an independent fiduciary to the Plan with respect to the Settlement Agreement as defined in Article 3 herein.
- 2.35** “Mediator” means Martin F. Scheinman.
- 2.36** “Motion to Amend” means the motion filed March 31, 2017, in the Action by the Class Representatives.
- 2.37** “Non-American Beacon Mutual Funds” means mutual funds in the Plan’s lineup not managed in whole or in part by American Beacon or its affiliates or subsidiaries, including the following Designated Investment Alternatives available in the Plan lineup during the Class Period: Dodge & Cox Stock Fund, Dreyfus Emerging Markets Fund, Dreyfus Opportunistic Midcap Value Fund, Fidelity Diversified International Fund, Fidelity Puritan Fund, Fidelity Retirement Money Market Fund, Fidelity Spartan U.S. Bond Index Fund (a.k.a. Fidelity U.S. Bond Index Fund), Janus Fund, MFS Growth Fund, Perkins Small Cap Value Fund, T. Rowe Price High Yield Fund, T. Rowe Price Mid-Cap Growth Fund, T. Rowe Price New Horizons Fund, T. Rowe Price Science & Technology Fund, J.P. Morgan U.S. Government Money Market Fund.
- 2.38** “Net Settlement Amount” means the Gross Settlement Amount minus: (a) all Attorneys’ Fees and Costs authorized by the Court; (b) all Class Representative Service Awards authorized by the Court; and (c) all actual and anticipated Administrative Expenses authorized by the Court.
- 2.39** “Participant” means all Current Participants and Former Participants.
- 2.40** “Plaintiffs” means the Class Representatives and the Class Members.
- 2.41** “Plan” means the American Airlines, Inc. 401(k) Plan, formerly known as Super Saver, a 401(k) Capital Accumulation Plan for Employees of Participating AMR Corporation Subsidiaries.
- 2.42** “Plan of Allocation” means the methodology for allocating and distributing the Net Settlement Amount pursuant to Article 6 herein.

- 2.43** “Preliminary Order” means the order proposed by the Settling Parties and approved by the Court in connection with the Motion for Preliminary Approval of the Settlement, as described in Paragraph 3.2 and in substantially the form attached hereto as Exhibit 2.
- 2.44** “Qualified Settlement Fund” or “Settlement Fund” means the interest-bearing, settlement fund account to be established and maintained by the Escrow Agent pursuant to Article 5 herein as the Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1.
- 2.45** “Order on American Airlines’ Motion to Dismiss” means the order entered by the Court in the Action on March 31, 2017.
- 2.46** “Released Parties” means (a) each Defendant, (b) each Defendant’s past, present, and future parent corporation(s), and (c) each Defendant’s past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, (d) with respect to (a) through (c) above, all of their affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, assigns, employee benefit plan fiduciaries (with the exception of the Independent Fiduciary), administrators, service providers (including their owners and employees), consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, independent contractors, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers, accountants, auditors, advisors, consultants, personal representatives, spouses, heirs, executors, administrators, associates, members of their immediate families, and all persons acting under, by, through, or in concert with any of them, and (e) the Plan and any and all administrators, fiduciaries, parties in interest, and trustees of the Plan (with the exception of the Independent Fiduciary). With respect to the American Airlines Defendants, the individuals and/or entities listed in (a) through (d) of this provision shall be referred to collectively herein as the “American Airlines Defendants & Related Parties.” With respect to American Beacon, the individuals and/or entities listed in (a) through (d) of this provision shall be referred to collectively herein as “American Beacon & Related Parties.”
- 2.47** “Released Claims” means any and all actual or potential claims, actions, demands, rights, obligations, liabilities, damages, attorneys’ fees, expenses, costs, and causes of action, including both known and unknown claims, and claims for monetary, injunctive, or other relief, based on facts existing as of the date of the Preliminary Order, against any of the Released Parties:
- a. That arise out of or are related to the conduct or omissions alleged in the Complaint, First Amended Complaint, Second Amended Complaint, or proposed third Amended Complaint;
 - b. That relate to: (1) the selection, oversight, retention, monitoring or performance of the American Beacon Funds offered in the Plan (including but not limited to

any claim that such selection, monitoring or retention constituted a prohibited transaction under ERISA or violation of fiduciary duties imposed under ERISA), (2) fees, costs, or expenses for the American Beacon Funds, (3) disclosures of or failures to disclose information regarding the American Beacon Funds in the Plan;

- c. That relate to the selection or retention of mutual funds, as opposed to possibly lower-cost investment vehicles, such as separate accounts or collective trusts, as investment options for the Plan;
- d. That would be barred by *res judicata* based on entry by the Court of the Final Approval Order;
- e. That relate to the direction to calculate, the calculation of, and/or the method or manner of allocation of the Net Settlement Fund pursuant to the Plan of Allocation; or
- f. That relate to the approval by the Independent Fiduciary of the Settlement Agreement, unless brought against the Independent Fiduciary alone.

The “Released Claims” do not include claims relating to the American Airlines Credit Union Demand Deposit Fund, as asserted in *Ortiz v. American Airlines, Inc. et al.*, No. 4:16-cv-00151-A (N.D. Tex.).

- 2.48** “Settlement” or “Settlement Agreement” refers to the agreement embodied in this agreement and its exhibits.
- 2.49** “Settlement Administrator” means independent settlement administration firm to be retained by Class Counsel and approved by the Court.
- 2.50** “Settlement Agreement Execution Date” means that date on which the final signature is affixed to this Settlement Agreement.
- 2.51** “Settlement Class” means all persons who participated in the Plan whose Plan account included an investment in one or more of the Disputed Investments at any time during the Class Period, including any Beneficiary of a deceased person who participated in the Plan at any time during the Class Period, and/or Alternate Payees, in the case of a person subject to a Qualified Domestic Relations Order who participated in the Plan at any time during the Class Period.
- 2.52** “Settlement Effective Date” means the date on which the Final Approval Order becomes Effective, provided that by such date the Settlement has not been terminated pursuant to Article 10.
- 2.53** “Settlement Notice” means the Notices of Class Action Settlement and Fairness Hearing to be mailed by first class mail by the Settlement Administrator to Class Members following the Court’s issuance of the Preliminary Order, in substantially

the form attached hereto as Exhibits 3 and 4, including the Notice of Class Action Settlement and Fairness Hearing to Current Participants, and the Notice of Class Action Settlement and Fairness Hearing to Former Participants, respectively. The Settlement Notice shall inform Class Members of all information required by Rule 23 of the Federal Rules of Civil Procedure and due process, including the Fairness Hearing to be held before the Court, on a date to be determined by the Court, at which any Class Member satisfying the conditions set forth in the Preliminary Order and the Settlement Notice may be heard regarding: (a) the terms of the Settlement Agreement; (b) Class Counsel's request for an award of Attorneys' Fees and Costs; (c) payment of Administrative Expenses; (d) any requested Class Representative Service Awards; and (e) certification of the Settlement Class. The Settlement Notice also shall inform Former Participants of the Claims Deadline by which they must submit a completed Former Participant Claim Form to the Settlement Administrator in order to be eligible for a distribution pursuant to the Plan of Allocation.

- 2.54** "Settlement Period" shall be the period from the Settlement Effective Date until one year thereafter.
- 2.55** "Settlement Website" means the internet website established pursuant to Paragraph 11.1.
- 2.56** "Settling Parties" means the Defendants and the Class Representatives, on behalf of themselves, the Plan, and each of the Class Members.

3. Article 3 – Review and Approval by Independent Fiduciary, Preliminary Settlement Approval, and Notice to the Class

- 3.1** The Independent Fiduciary retained by the American Airlines Defendants shall have the following responsibilities on behalf of the Plan including whether to approve and authorize the settlement of Released Claims on behalf of the Plan.
- 3.1.1** The Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, "Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE 2003-39") in making its determination, for the purpose of Defendants' reliance on PTE 2003-39.
- 3.1.2** The Independent Fiduciary shall notify Defendants of its determination in writing and in accordance with PTE 2003-39, which notification shall be delivered no later than thirty (30) calendar days before the Fairness Hearing.
- 3.1.3** All fees and expenses associated with the Independent Fiduciary's determination and performance of its other obligations in connection with the Settlement will constitute Administrative Expenses to be deducted from the Gross Settlement Amount.

3.1.4 Defendants, Defense Counsel, and Class Counsel shall provide the Independent Fiduciary with sufficient information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.

3.2 On or before July 7, 2017, the Class Representatives, through Class Counsel, shall move the Court for: (1) preliminary approval of this Settlement Agreement, including entry of an order consistent in all material respects with the form of the Preliminary Order attached hereto as Exhibit 2; and (2) for purposes of this Settlement only, conditional certification of the Settlement Class under Rule 23(b)(1) of the Federal Rules of Civil Procedure). Class Representatives' motion for class certification shall be for the limited purpose of effectuating this Settlement Agreement only. Defendants shall not take any position with respect to Class Representatives' motion for certification of the Settlement Class only, but reserve all rights to object to the propriety of class certification in the Action in all other contexts and for all other purposes. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. If the Settlement 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, the Action shall proceed as though the Settlement Class had never been certified, and no reference to the prior Settlement Class or any documents related thereto shall be made for any purpose. The Preliminary Order to be presented to the Court shall, among other things:

3.2.1 Certify the Settlement Class for settlement purposes only;

3.2.2 Approve the text of the Settlement Notices for mailing to Class Members and the Former Participant Claim Form for mailing to Former Participants;

3.2.3 Authorize the Settlement Administrator to mail by first class mail the Settlement Notice to each Class Member and the Former Participant Claim Form to each Former Participant;

3.2.4 Determine that pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure, mailing the Settlement Notices constitutes the best notice practicable under the circumstances, provides due and sufficient notice of the Fairness Hearing and of the rights of all Class Members, and complies fully with the requirements of Fed. R. Civ. P. 23 and due process;

3.2.5 Provide that, pending final determination of whether the Settlement Agreement should be approved, no Class Member may directly, through representatives, or in any other capacity, commence any action or proceeding in any court or tribunal asserting any of the Released Claims against the Defendants, the Released Parties, or the Plan;

3.2.6 Set the Fairness Hearing for no sooner than one hundred twenty (120) calendar days after the date the Preliminary Order is filed;

- 3.2.7 Provide that any objections to any aspect of the Settlement Agreement shall be heard, and any papers submitted in support of said objections shall be considered, by the Court at the Fairness Hearing if they have been filed validly with the Clerk of the Court and copies provided to Class Counsel and Defense Counsel. To be filed validly, the objection and any supporting documents must be properly filed at least twenty-eight (28) days prior to the scheduled Fairness Hearing. Any person wishing to speak at the Fairness Hearing shall file and serve a notice of intent to appear within the time limitation set forth above;
 - 3.2.8 Approve the form of CAFA notices attached as Exhibit 6 and order that upon mailing of the CAFA notices, Defendants shall have fulfilled their obligations under CAFA.
 - 3.2.9 Provide that any party may file a response to an objection by a Class Member at least fourteen (14) days before the Fairness Hearing;
 - 3.2.10 Set a deadline of no later than ten (10) days before the Fairness Hearing by which each Former Participant must file a Former Participant Claim Form with the Settlement Administrator in order to be considered for a distribution pursuant to the Plan of Allocation; and
 - 3.2.11 Provide that the Fairness Hearing may, without further direct notice to the Class Members, other than by notice to Class Counsel, be adjourned or continued by order of the Court.
- 3.3** By the date and in the manner set by the Court in the Preliminary Order, and unless otherwise set forth below, the Settlement Administrator shall:
- 3.3.1 Cause to be mailed to each Class Member a Settlement Notice in the form and manner to be approved by the Court, which shall be in substantially the form attached hereto as Exhibits 3 and 4, to Current Participants and Former Participants, respectively, or a form subsequently agreed to by the Settling Parties and the Court. The Settlement Notice shall be sent by first-class mail, postage prepaid, to the last known address of each Class Member as maintained by the Plan's recordkeeper (or its designee) and provided through Defense Counsel, unless an updated address is obtained by the Settlement Administrator through its efforts to verify the last known addresses maintained by the Plan's recordkeeper (or its designee). The Settlement Administrator shall agree to be bound by the Protective Order in this Action and any non-disclosure or security protocol required by the Settling Parties, and shall use the data provided by Defendants or the Plan's recordkeeper solely for the purpose of meeting its obligations as Settlement Administrator, and for no other purpose. Class Representatives and Defendants shall have the right to approve a written protocol to be provided to the Settlement Administrator concerning how the Settlement Administrator will maintain and store information

provided to it in order to ensure that reasonable and necessary precautions are taken to safeguard the privacy and security of such information. The Settlement Administrator also shall post a copy of the Settlement Notice on the Settlement Website. The Settlement Administrator shall use commercially reasonable efforts to locate any Class Member whose Settlement Notice is returned and re-mail such documents one additional time.

- 3.3.2 Cause the Former Participant Claim Form, which shall be in substantially the form attached as Exhibit 1, or a form subsequently agreed to by the Settling Parties and the Court, to be included with the Settlement Notice that is mailed to the Former Participants.
- 3.3.3 Have prepared and provided CAFA notices to the Attorney General of the United States, the Secretary of the Department of Labor, and the Attorneys General of all states in which the Class Members reside, as specified by 28 U.S.C. § 1715, within ten (10) calendar days of Class Representatives' filing of the Settlement Agreement and proposed Preliminary Order.

4. Article 4 – Final Settlement Approval

4.1 No later than fourteen (14) days before the Fairness Hearing, Class Counsel shall submit to the Court a motion for final settlement approval, which shall request approval by the Court of the terms of this Settlement Agreement and entry of the Final Approval Order in accordance with this Settlement Agreement. The Final Approval Order as proposed by the Settling Parties shall provide for the following, among other things, as is necessary to carry out the Settlement consistent with applicable law and governing Plan documents:

- 4.1.1 Approval of the Settlement, adjudging the terms of the Settlement Agreement to be fair, reasonable, and adequate to the Plan and the Class Members and directing the Settling Parties to take the necessary steps to effectuate the terms of the Settlement Agreement;
- 4.1.2 A determination pursuant to Rules 23(c)(2) and (e) of the Federal Rules of Civil Procedure that mailing the Settlement Notices constitutes the best notice practicable under the circumstances and that due and sufficient notice of the Fairness Hearing and the rights of all Class Members has been provided, consistent with the Federal Rules of Civil Procedure and the requirements of due process under the United States Constitution;
- 4.1.3 Dismissal with prejudice of the Action and all Released Claims asserted therein whether asserted by the Class Representatives on their own behalf or on behalf of the Class Members, or derivatively to secure relief for the Plan, without costs to any of the Settling Parties other than as provided for in this Settlement Agreement;

- 4.1.4 That each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns), shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if any Class Member may thereafter discover facts in addition to or different from those which the Class Member or Class Counsel now know or believe to be true with respect to the Action and the Released Claims, whether or not such Class Members have executed and delivered a Former Participant Claim Form, whether or not such Class Members have filed an objection to the Settlement, and whether or not the objections or claims for distribution of such Class Members have been approved or allowed;
- 4.1.5 That the Plan and each Class Member (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) on behalf of the Plan shall be (i) conclusively deemed to have, and by operation of the Effective Approval Order shall have fully, finally, and forever settled, released, relinquished, waived, and discharged the Released Parties from all Released Claims, and (ii) barred and enjoined from suing the Released Parties in any action or proceeding alleging any of the Released Claims, even if the Plan or any Class Member on behalf of the Plan may thereafter discover facts in addition to or different from those which the Plan or any Class Member now knows or believes to be true with respect to the Action and the Released Claims;
- 4.1.6 That each Class Member shall release Defense Counsel, Class Counsel, and the Released Parties from any claims, liabilities, and attorneys' fees and expenses arising from the allocation of the Gross Settlement Amount or Net Settlement Amount and for all tax liability and associated penalties and interest as well as related attorneys' fees and expenses;
- 4.1.7 That all applicable CAFA requirements have been satisfied;
- 4.1.8 That the Settlement Administrator shall have final authority to determine the share of the Net Settlement Amount to be allocated to each Current Participant and each Authorized Former Participant pursuant to the Plan of Allocation approved by the Court;
- 4.1.9 That, with respect to payments or distributions to Authorized Former Participants, all questions not resolved by the Settlement Agreement shall be resolved by the Settlement Administrator in its sole and exclusive discretion;

- 4.1.10 That 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 Defense 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; and
- 4.1.11 That the Court shall retain jurisdiction to enforce and interpret the Settlement Agreement.
- 4.2** The Final Approval Order and judgment entered by the Court approving the Settlement Agreement shall provide that upon becoming Effective, all Settling Parties, the Settlement Class, and the Plan shall be bound by the Settlement Agreement and by the Final Approval Order.
- 5. Article 5 – Establishment of Qualified Settlement Fund**
- 5.1** No later than ten (10) business days after entry of the Preliminary Order, the Escrow Agent shall establish an escrow account. The Settling Parties agree that the escrow account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. § 1.468B-1. In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Paragraph 5.1, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to prepare and deliver, in a timely and proper manner, the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.
- 5.2** For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent, or the Settlement Administrator on its behalf, shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Gross Settlement Amount (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Paragraph 5.1 shall be consistent with this Article 5 and, in all events, shall reflect that all taxes (as defined in Paragraph 5.3 below) (including any estimated taxes, interest, or penalties) on the income earned by the Gross Settlement Amount shall be deducted and paid from the Gross Settlement Amount as provided in Paragraph 5.3 hereof.
- 5.3** Tax-related expenses are Administrative Expenses to be deducted and paid from the Gross Settlement Amount, including but not limited to: (1) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Gross Settlement Amount, including any taxes or tax detriments that may be

imposed upon Defendants or Defense Counsel with respect to any income earned by the Gross Settlement Amount for any period during which the Gross Settlement Amount does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (2) all tax expenses and costs incurred in connection with the operation and implementation of this Article 5 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Article 5). Such taxes and tax expenses shall be Administrative Expenses and shall be paid timely by the Escrow Agent out of the Gross Settlement Amount without prior order from the Court. The Escrow Agent shall be obligated to withhold from distribution to any Class Member any funds necessary to pay such amounts (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)); neither Defendants, Defense Counsel, nor Class Counsel are responsible nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article 5.

- 5.4** Within thirty (30) business days after the later of (a) the date the Preliminary Approval Order is entered, or (b) the escrow account described in Paragraph 5.1 is established and the Escrow Agent shall have furnished to Defendants in writing the escrow account name, IRS W-9 Form, and all necessary wiring instructions, the American Airlines Defendants, or their agents or insurers, will deposit the American Airlines Cash Amount of Twelve Million Dollars (\$12,000,000) into the Qualified Settlement Fund and American Beacon, or its agents or insurers, will deposit the American Beacon Cash Amount of Ten Million Dollars (\$10,000,000) into the Qualified Settlement Fund. The American Airlines Defendants shall not be responsible for the deposit of the American Beacon Cash Amount or liable for American Beacon’s failure to deposit such amount into the Qualified Settlement Fund. American Beacon shall not be responsible for the deposit of the American Airlines Cash Amount or liable for the American Airlines Defendants’ failure to deposit such amount into the Qualified Settlement Fund.
- 5.5** The Escrow Agent shall invest the Qualified Settlement Fund in short-term United States Agency or Treasury Securities or other instruments backed by the Full Faith and Credit of the United States Government or an Agency thereof, or fully insured by the United States Government or an Agency thereof, and shall reinvest the proceeds of these investments as they mature in similar instruments at their then-current market rates.
- 5.6** The Escrow Agent shall not disburse the Qualified Settlement Fund or any portion except as provided in this Settlement Agreement, in an order of the Court, or in a subsequent written stipulation between Class Counsel and Defense Counsel. Subject to the orders of the Court, the Escrow Agent is authorized to execute such transactions as are consistent with the terms of this Settlement Agreement.

- 5.7** After the Settlement Effective Date, the Gross Settlement Amount will be distributed from the Qualified Settlement Fund as follows: (a) first, all Court-approved Attorneys' Fees and Costs shall be paid to Class Counsel within thirty (30) calendar days after the Settlement Effective Date; (b) second, all Court-approved Administrative Expenses shall be paid within thirty (30) calendar days after the Settlement Effective Date; (c) third, any Class Representative Service Awards approved by the Court shall be paid within thirty (30) calendar days after the Settlement Effective Date; and (e) fourth, the Net Settlement Amount will be distributed within ninety (90) calendar days after the Settlement Effective Date pursuant to the Plan of Allocation. Pending final distribution of the Net Settlement Amount in accordance with the Plan of Allocation, the Escrow Agent will maintain the Qualified Settlement Fund. Defendants, Defense Counsel, and/or Class Counsel shall not be liable for any failure to make such distributions accordingly.
- 5.8** The Escrow Agent, or the Settlement Administrator on its behalf, shall be responsible for making provision for the payment from the Qualified Settlement Fund of all taxes and tax expenses, if any, owed with respect to the Qualified Settlement Fund and for all tax reporting, remittance, and/or withholding obligations, if any, for amounts distributed from it. Defendants, Defense Counsel, and/or Class Counsel have no responsibility or any liability for any taxes or tax expenses owed by, or any tax reporting or withholding obligations, if any, of the Qualified Settlement Fund.
- 5.9** Defendants shall furnish the Escrow Agent and Settlement Administrator with all information required by law or this Agreement to the extent and in the form reasonably obtainable from the Plan's electronic records.

6. Article 6 – Plan of Allocation

- 6.1** After the Settlement Effective Date, the Settlement Administrator shall cause the Net Settlement Amount to be allocated and distributed to the Authorized Former Participants as set forth in Paragraph 6.6 below, and to the Plan for distribution to the accounts of Current Participants as set forth in Paragraph 6.5 below, both in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.
- 6.2** To be eligible for a distribution from the Net Settlement Amount, a person must be a Current Participant or an Authorized Former Participant, or a Beneficiary or Alternate Payee of such a person. Current Participants shall receive their settlement payments as contributions to their Plan account(s), as provided for in Paragraph 6.5 below. Authorized Former Participants shall receive their settlement payments in the form of tax-qualified rollovers to an individual retirement account or other eligible employer plan or in the form of checks, as provided in Paragraph 6.6 below.
- 6.3** Beneficiaries will receive settlement payments as described in this Article 6 in amounts corresponding to their entitlement as beneficiaries of the Current Participant or of the Authorized Former Participant with respect to which the

payment is made. This includes settlement payments to Beneficiaries determined by the Participant's Plan account during the Class Period and/or by the Beneficiary's own Plan account during the Class Period if an account was created in the Plan for the Participant's Beneficiary. Alternate Payees will receive settlement payments if and to the extent they are entitled to receive a portion of a Current Participant's or Authorized Former Participant's allocation under this Article 6 pursuant to the terms of the applicable Qualified Domestic Relations Order. Beneficiaries and Alternate Payees with Active Accounts as of the date of the Motion for Preliminary Approval will receive payments by the method described in this Article 6 for Current Participants. Beneficiaries and Alternate Payees who do not have Active Accounts as of the date of the Motion for Preliminary Approval will receive payments by the method described in this Article 6 for Authorized Former Participants. The Settlement Administrator shall have sole and final discretion to determine the amounts to be paid to Beneficiaries and Alternate Payees in accordance with the Plan of Allocation set forth in this Article 6 and as ordered by the Court.

6.4 Calculation of Settlement Payments. Payments to Authorized Former Participants and Current Participants (including Beneficiaries and Alternate Payees) shall be calculated by the Settlement Administrator pursuant to the Plan of Allocation as follows, based on account information maintained and provided by the Plan's recordkeeper (or its designee) through Defense Counsel:

6.4.1 For each Authorized Former Participant and Current Participant, the Settlement Administrator shall determine an *Average Settlement Allocation Score*. A *Settlement Allocation Score* shall be a Participant's aggregate quarter-ending account balance invested in Disputed Investments, measured in Points such that each dollar invested in American Beacon Funds equals ten (10) Points, and each dollar invested in Non-American Beacon Mutual Funds equals one (1) Point.¹ A Participant's *Average Settlement Allocation Score* shall be the average of the Participant's *Settlement Allocation Scores* during the Class Period, weighted by the percentage of days in the quarter for partial quarters at the beginning and end of the Class Period, and measuring the account balance for the fourth quarter of 2015 as of October 30, 2015.²

¹ Mathematically stated, each *Settlement Allocation Score* calculation is as follows:

(American Beacon Funds quarter ending balance * 10) + (Non-American Beacon Mutual Funds quarter ending balance)

² Mathematically stated, each *Average Settlement Allocation Score* calculation is as follows:

(Q2 2010 Settlement Allocation Score * 77/91) + (Q3 2010 Settlement Allocation Score) + (Q4 2010 Settlement Allocation Score) + (Q1 2011 Settlement Allocation Score) + (Q2 2011 Settlement Allocation Score) + (Q3 2011 Settlement Allocation Score) + (Q4 2011 Settlement Allocation Score) + (Q1 2012 Settlement Allocation Score) + (Q2 2012 Settlement Allocation Score) + (Q3 2012 Settlement Allocation Score) +

- 6.4.2 The Settlement Administrator shall determine the total settlement payment available to each Authorized Former Participant and Current Participant by calculating each such Participant's pro-rata share of the Net Settlement Fund based on his or her *Average Settlement Allocation Score* compared to the sum of the *Average Settlement Allocation Scores* for all Authorized Former Participants and Current Participants. If the dollar amount of the settlement payment to an Authorized Former Participant is calculated by the Settlement Administrator to be less than \$1.00, then that Authorized Former Participant's payment or pro rata share shall be zero for all purposes.
- 6.4.3 The Settlement Administrator shall utilize the calculations required to be performed herein for (a) making the required payments to Authorized Former Participants under Paragraphs 6.6 of the Settlement Agreement; and (b) instructing Defendants as to the amount of the Net Settlement Fund to be allocated to Current Participants under Paragraph 6.5 of the Settlement Agreement and calculating the total amount to deposit into each Current Participant's Active Account(s) to fulfill this instruction.
- 6.4.4 The total amount of all tax-qualified rollovers or checks to be written by the Settlement Administrator for Authorized Former Participants, plus the total amount of all allocations that Defendants are instructed to make to Current Participants may not exceed the Net Settlement Amount. In the event that the Settlement Administrator determines that the Plan of Allocation total would otherwise exceed the Net Settlement Amount, the Settlement Administrator is authorized to make such *pro rata* changes as are necessary to the Plan of Allocation such that said totals do not exceed the Net Settlement Amount.

6.5 Payments to Current Participants Generally. Current Participants will not be required to submit a Former Participant Claim Form to receive a settlement payment.

6.5.1 Within two (2) business days after the Settlement Administrator has completed all payment calculations for all Current Participants, the

(Q4 2012 Settlement Allocation Score) + (Q1 2013 Settlement Allocation Score) +
 (Q2 2013 Settlement Allocation Score) + (Q3 2013 Settlement Allocation Score) +
 (Q4 2013 Settlement Allocation Score) + (Q1 2014 Settlement Allocation Score) +
 (Q2 2014 Settlement Allocation Score) + (Q3 2014 Settlement Allocation Score) +
 (Q4 2014 Settlement Allocation Score) + (Q1 2015 Settlement Allocation Score) +
 (Q2 2015 Settlement Allocation Score) + (Q3 2015 Settlement Allocation Score) +
 (October 30, 2015 Settlement Allocation Score * 30/92)

Divided by

22.17 quarters during the Class Period.

Settlement Administrator will provide the American Airlines Defendants (or their designee), in a format and via a delivery method mutually agreed upon by the Settlement Administrator and the American Airlines Defendants, with an Excel spreadsheet containing the name, Social Security number (or alternative identifier(s) mutually acceptable to the Settlement Administrator and the American Airlines Defendants), and amount of the settlement payment to be made into the Active Account(s) for each of the Current Participants. In the event the Excel spreadsheet includes Social Security numbers, the Settlement Administrator will transmit the spreadsheet in a manner to protect the confidentiality of the Current Participants' Social Security Numbers.

- 6.5.2** Within ten (10) business days of receipt of the Excel spreadsheet described in paragraph 6.5.1, the American Airlines Defendants (or their designee) will provide the Settlement Administrator, in a format and via a delivery method mutually agreed upon by the Settlement Administrator and the American Airlines Defendants, a list of those Current Participants identified in the Excel spreadsheet described in paragraph 6.5.1 who no longer have Active Accounts. Upon receipt of such list, the Settlement Administrator shall modify the Excel spreadsheet to remove those Current Participants identified by the American Airlines Defendants as no longer having Active Accounts.
- 6.5.3** Thereafter, upon ten (10) business days' written notice to the American Airlines Defendants (or their designee), the Settlement Administrator shall effect a transfer from the Qualified Settlement Fund to the Plan of the aggregate amount of all settlement payments payable to Current Participants, as reflected in the spreadsheet provided by the Settlement Administrator in paragraph 6.5.1 and as modified in accordance with paragraph 6.5.2. The American Airlines Defendants (or their designee) shall direct the Plan' recordkeeper to credit the individual Active Account(s) of each Current Participant in an amount equal to that stated on the modified spreadsheet provided by the Settlement Administrator in relation to such Current Participant.
- 6.5.4** The settlement payment for each Current Participant who is an active employee of American Airlines and whose Active Account is credited in accordance with Paragraph 6.5.3 will be invested in accordance with and proportionate to such Current Participant's investment elections then on file for new contributions. If a Current Participant whose Active Account is credited in accordance with Paragraph 6.5.3 is not an active American Airlines employee, or does not have an investment election on file, then such Current Participant shall be deemed to have directed such payment to be invested in the Plan's default investment option.
- 6.5.5** The Plan's recordkeeper shall employ reasonable efforts to process all Current Participant transactions within thirty (30) calendar days of

receiving direction from the American Airlines Defendants (or their designee) for any Current Participant in accordance with Paragraph 6.5.4.

- 6.5.6** The Plan may be amended, to the extent necessary, to reflect the settlement allocation to Current Participants' Active Account(s) in accordance with this Article 6.
- 6.5.7** If a Current Participant is determined through the procedures set forth in Paragraphs 6.5.1 and 6.5.2 not to have an Active Account when settlement payments are credited in accordance with Paragraph 6.5.3, such Current Participant shall receive his or her settlement payment by check. The Settlement Administrator shall use commercially reasonable efforts to determine such Current Participants' mailing addresses prior to mailing checks pursuant to this Paragraph.
- 6.5.8** If, despite the procedures set forth in Paragraphs 6.5.1 and 6.5.2, one or more settlement payments are transferred from the Qualified Settlement Fund to the Plan for Current Participants who no longer have Active Accounts, an account will be established in the Plan for such Current Participant(s) and the settlement payment(s) for such Current Participant(s) will be credited to those account(s). Any such account(s) will be subject to any Plan rules and expenses applicable to Active Accounts.

6.6 **Payments to Authorized Former Participants.** For each Authorized Former Participant whose settlement payment is \$1.00 or more, the Authorized Former Participant will have the opportunity to elect a tax-qualified rollover of his or her settlement payment to an individual retirement account or other eligible employer plan, which he or she has identified on the Claim Form, provided that the Authorized Former Participant supplies adequate information to the Settlement Administrator to effect the rollover. Otherwise, the Authorized Former Participant will receive his or her settlement payment directly by check. The distributions shall be issued as follows:

- 6.6.1** The Settlement Administrator will either effect the rollover from the Qualified Settlement Fund elected by the Authorized Former Participant in the Claim Form (if the conditions for such rollover are satisfied) and any associated paperwork necessary to effect these settlement distributions by rollover, *or* issue a check from the Qualified Settlement Fund to the Authorized Former Participant and mail the check to the address of such Authorized Former Participant listed in his or her Former Participant Claim Form or, in the case of ambiguity or uncertainty, to the address of such person as determined by the Settlement Administrator using commercially reasonable means.
- 6.6.2** For each check issued, other than a rollover, the Settlement Administrator shall (i) calculate and withhold any applicable taxes associated with the

payments allocable to the Authorized Former Participant; (ii) report such payments and remit such tax withholdings to the Internal Revenue Service and applicable state revenue agents; and (iii) issue appropriate tax forms to the Authorized Former Participants.

- 6.7** Within ten (10) business days of completing all aspects of this Plan of Allocation, the Settlement Administrator shall send to Class Counsel, Defense Counsel, and Defendants one or more affidavits stating the following: (a) the name of each Class Member to whom the Settlement Administrator sent the Settlement Notices and/or the Former Participant Claim Form, and the address of such mailing; (b) the date(s) upon which the Settlement Administrator sent the Settlement Notices and/or the Former Participant Claim Form; (c) the name of each Class Member whose Settlement Notice and/or Former Participant Claim Form was returned as undeliverable; (d) the efforts made by the Settlement Administrator to find the correct address and to deliver the Settlement Notice and/or Former Participant Claim Form for each such Class Member; and (e) the name of each Class Member to whom the Settlement Administrator made a distribution from the Net Settlement Amount, together with the amount and form of the distribution, the name of the payee, the date of distribution, the amount of tax withholdings, if applicable, and the date of remittance of tax withholdings to the appropriate tax authority, if applicable.
- 6.8** The Settling Parties acknowledge that any payments to Class Members or their attorneys may be subject to applicable tax laws. Defendants, Defense Counsel, Class Counsel, and the Class Representatives will provide no tax advice to the Class Members and make no representation regarding the tax consequences of any of the settlement payments described in this Settlement Agreement. To the extent that any portion of any settlement payment is subject to income or other tax, the recipient of the payment shall be responsible for payment of such tax. Deductions will be made, and reporting will be performed by the Settlement Administrator, as required by law in respect of all payments made under the Settlement Agreement. Payments from the Qualified Settlement Fund shall not be treated as wages by the Settling Parties.
- 6.9** Each Class Member who receives a payment under this Settlement Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Class Member shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments under the Settlement Agreement, and shall hold the Released Parties, Defense Counsel, Class Counsel, and the Settlement Administrator harmless from the costs (including, for example, attorneys' fees and disbursements) of any proceedings (including, for example, investigation and suit), related to such tax liability.
- 6.10** All checks issued pursuant to this Plan of Allocation shall expire one hundred twenty (120) calendar days after their issue date. All checks that are undelivered or

are not cashed before their expiration date shall revert to the Qualified Settlement Fund.

- 6.11** No sooner than thirty (30) calendar days following the end of the Settlement Period, any Net Settlement Amount remaining in the Qualified Settlement Fund after distributions, including costs and taxes, 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 Plan participants.

7. Article 7 – Attorneys’ Fees, Costs and Expenses, and Class Representative Service Awards

- 7.1** Class Counsel may seek approval from the Court of their attorneys’ fees not to exceed thirty percent (30%) of the Gross Settlement Fund, plus reasonable litigation costs and expenses and Administrative Expenses. Any such award shall be paid from the Gross Settlement Amount. Defendants shall have no independent responsibility or liability for such attorneys’ fees, costs, and expenses.

- 7.2** Class Counsel may file a motion for an award of Attorneys’ Fees and Costs and Administrative Expenses at least thirty (30) days before the deadline set in the Preliminary Order for objections to the proposed settlement, which may be supplemented thereafter. Defendants will take no position with the Court regarding Class Counsel’s request for Attorneys’ Fees and Costs and Administrative Expenses to the extent it does not exceed the amounts set forth in Paragraph 7.1.

- 7.3** The Class Representatives may seek approval from the Court of Class Representative Service Awards of not more than \$10,000 per Class Representative, in recognition of the time and efforts invested by the Class Representatives in this Action and the risks they assumed in pursuing this Action. Any such Service Awards shall be paid from the Gross Settlement Amount. Defendants shall have no independent responsibility or liability for such Service Awards.

- 7.4** The Class Representatives may submit their request for Service Awards at the same time as Class Counsel file their motion for an award of Attorneys’ Fees and Costs and Administrative Expenses. Defendants shall take no position with the Court regarding any request for Class Representative Service Awards that does not exceed the amount set forth in Paragraph 7.3.

8. Article 8 – Release and Covenant Not to Sue

- 8.1** As of the Settlement Effective Date, the Plan (subject to Independent Fiduciary approval as required by Paragraph 3.1) and all Class Members (and their respective heirs, beneficiaries, executors, administrators, estates, past and present partners, officers, directors, agents, attorneys, predecessors, successors, and assigns) shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged all Released Parties from the Released Claims.

- 8.2** As of the Settlement Effective Date, all Plaintiffs and Class Members are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action,

demand, or claim on the basis of, connected with, or arising out of any of the Released Claims. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.

8.3 Plaintiffs and Class Counsel may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the Released Claims. Notwithstanding the foregoing, each Class Member and the Plan, upon the Effective date of the Final Approval Order, be deemed to have, and by operation of the Final Approval Order shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all Released Claims.

8.4 Upon the Effective Approval Order, the Class Members shall be conclusively deemed to, and by operation of the Effective Approval Order shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically Section 1542 of the California Civil Code, which provides:

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

8.5 Also, the Plaintiffs with respect to the Released Claims shall, upon the Effective Approval Order, waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

8.6 As of the Settlement Effective Date, American Beacon & Related Parties shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged the American Airlines Defendants & Related Parties from any and all claims arising from American Beacon & Related Parties' defense of this Action or any payments by or on behalf of American Beacon & Related Parties to settle this Action, including any and all claims for contribution or indemnification arising from American Beacon & Related Parties' defense or resolution of this Action other than as required in this Settlement Agreement. As of the Settlement Effective Date, American Beacon & Related Parties are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any claim released pursuant to Paragraph 8.6 of this Agreement against the American Airlines Defendants & Related Parties. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.

8.7 American Beacon & Related Parties may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the claims released pursuant to Paragraph 8.6 of this Agreement. Notwithstanding the foregoing, American Beacon & Related Parties, upon the Effective date of the Final

Approval Order, shall be deemed to have, and shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all of the claims released pursuant to Paragraph 8.6 of this Agreement. Further, upon the Effective Approval Order, American Beacon & Related Parties shall be conclusively deemed to, and shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of unknown claims, including specifically Section 1542 of the California Civil Code (quoted above in Paragraph 8.4 of this Agreement). Also, upon the Effective Approval Order, American Beacon & Related Parties shall waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

- 8.8** As of the Settlement Effective Date, the American Airlines Defendants & Related Parties shall be deemed to have fully, finally, and forever settled, released, relinquished, waived, and discharged American Beacon & Related Parties from any and all claims arising from the American Airlines Defendants' & Related Parties' defense of this Action or any payments by or on behalf of the American Airlines Defendants & Related Parties to settle this Action, including any and all claims for contribution or indemnification arising from the American Airlines Defendants' & Related Parties' defense or resolution of this Action other than as required in this Settlement Agreement. To the extent, however, that any of the American Airlines Defendants & Related Parties is or shall in the future become a fiduciary of the Plan, this paragraph shall not be construed as a release or waiver of any claim, right, or defense such American Airlines Defendant & Related Party may hold, or otherwise be able to assert, on behalf of the Plan other than the Released Claims.
- 8.9** As of the Settlement Effective Date, the American Airlines Defendants & Related Parties are enjoined from instituting, maintaining, prosecuting, or asserting any cause of action, demand, or claim on the basis of, connected with, or arising out of any claim released pursuant to Paragraph 8.8 of this Agreement against American Beacon & Related Parties. Nothing herein shall preclude any action to enforce the terms of this Settlement Agreement pursuant to the procedures set forth in this Settlement Agreement.
- 8.10** The American Airlines Defendants & Related Parties may hereafter discover facts in addition to or different from those that they know or believe to be true with respect to the claims released pursuant to provision 8.8 of this Agreement. Notwithstanding the foregoing, the American Airlines Defendants & Related Parties, upon the Effective date of the Final Approval Order, shall be deemed to have, and shall have, fully, finally, and forever settled, released, relinquished, waived, and discharged any and all of the claims released pursuant to Paragraph 8.8 of this Agreement. Further, upon the Effective Approval Order, the American Airlines Defendants & Related Parties shall be conclusively deemed to, and shall, settle, release, relinquish, waive and discharge any and all rights or benefits they may now have, or in the future may have, under any law relating to the releases of

unknown claims, including specifically Section 1542 of the California Civil Code (quoted above in Paragraph 8.4 of this Agreement). Also, upon the Effective Approval Order, the American Airlines Defendants & Related Parties shall waive any and all provisions, rights and benefits conferred by any law or of any State or territory within the United States or any foreign country, or any principle of common law, which is similar, comparable or equivalent in substance to Section 1542 of the California Civil Code.

9. Article 9 – Representations and Warranties

9.1 The Settling Parties represent:

9.1.1 That they are voluntarily entering into this Settlement Agreement as a result of arm's length negotiations, and that in executing this Settlement Agreement they are relying solely upon their own judgment, belief, and knowledge, and upon the advice and recommendations of their own counsel, concerning the nature, extent, and duration of their rights and claims hereunder and regarding all matters that relate in any way to the subject matter hereof;

9.1.2 That they assume the risk of mistake as to facts or law;

9.1.3 That they recognize that additional evidence may have come or may come to light, but that they nevertheless desire to avoid the expense and uncertainty of litigation by entering into the Settlement;

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

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

9.2 Each individual executing this Settlement Agreement on behalf of a Settling Party does hereby personally represent and warrant to the other Settling Parties that he/she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal that each such individual represents or purports to represent.

10. Article 10 – Termination, Conditions of Settlement, and Effect of Disapproval, Cancellation, or Termination

10.1 The Settlement Agreement shall automatically terminate, and thereby become null and void with no further force or effect if:

10.1.1 Pursuant to Paragraph 3.1, (1) the Independent Fiduciary does not approve the release or the Settlement Agreement, or Defendants reasonably conclude that the Independent Fiduciary's approval does not include the

determinations required by PTE 2003-39; and (2) the Settling Parties do not mutually agree to modify the terms of this Settlement Agreement to facilitate an approval by the Independent Fiduciary or the Independent Fiduciary's determinations required by PTE 2003-39.

- 10.1.2** The Preliminary Order and the Final Approval Order are not entered by the Court in substantially the form submitted by the Settling Parties or in a form which is otherwise agreed to by the Settling Parties;
 - 10.1.3** The Settlement Class is not certified as defined herein or in a form which is otherwise agreed to by the Settling Parties;
 - 10.1.4** This Settlement Agreement is disapproved by the Court or fails to become effective for any reason whatsoever; or
 - 10.1.5** The Preliminary Order or Final Approval Order is finally reversed on appeal, or is materially modified on appeal, and the Settling Parties do not mutually agree to any such material modifications.
- 10.2** If the Settlement Agreement is terminated, the Action and the Released Claims asserted by Class Representatives shall for all purposes with respect to the Settling Parties revert to their status as though the Settling Parties never executed the Settlement Agreement. All funds deposited in the Qualified Settlement Fund, and any interest earned thereon, shall be returned to Defendants, their agents, or insurers pro rata based on their contributions to the Qualified Settlement Fund within thirty (30) calendar days after the Settlement Agreement is finally terminated, except as provided for in Paragraph 10.4.
- 10.3** It shall not be deemed a failure to approve the Settlement Agreement if the Court denies, in whole or in part, Class Counsel's request for Attorneys' Fees and Costs and Administrative Expenses, and/or Class Representative Service Awards.
- 10.4** In the event that the Settlement Agreement is terminated, Administrative Expenses incurred prior to the termination shall be paid first from the interest earned, if any, on the Qualified Settlement Fund. Administrative Expenses in excess of the interest earned on the Qualified Settlement Fund shall be split evenly and paid by Class Counsel, on the one hand and Defendants, on the other hand.
- 10.5** The parties understand and agree that this Settlement Agreement embodies a compromise settlement of disputed claims, and that nothing in this Settlement Agreement, including the furnishing of consideration for this Settlement Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by any of the Defendants, or give rise to any inference of wrongdoing or liability in the Action or any other proceeding. This Settlement Agreement and the consideration provided hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. The Defendants specifically deny any such liability or wrongdoing and Defendants state that they are entering into the Settlement Agreement solely to

eliminate the burden and expense of further litigation. The American Airlines Defendants and American Beacon further specifically deny any allegations that they did not fulfill their responsibilities or duties, whether in contract, common law, or ERISA, with respect to the Plan or any of the claims made by Plaintiffs in this Action. Neither the fact nor the terms of this Settlement Agreement shall be used or offered or received in evidence in any action or lawsuit against the American Airlines Defendants or American Beacon, except in an action or lawsuit to enforce this Settlement Agreement or arising out of or relating to the entry of judgment in this Action.

11. Article 11 – Settlement Website and Telephone Line

11.1 On or before the date that the Settlement Notices are mailed, the Settlement Administrator will establish a Settlement Website on which it will post the following documents or links to the following documents on or following the date of the Preliminary Order: the Complaint, the First Amended Complaint, the Second Amended Complaint, the proposed Third Amended Complaint, the Order on American Airlines’ Motion to Dismiss, the Settlement Agreement and its Exhibits, Settlement Notices, Former Participants Claim Form, Class Counsel’s Motion for Attorneys’ Fees, Costs, and Administrative Expenses, the Class Representatives’ Motion for and Service Awards, any Court orders related to the Settlement, any amendments or revisions to these documents, and any other documents or information mutually agreed upon by the Settling Parties (“Settlement Website Information”). No other information or documents will be posted on the Settlement Website unless agreed to in advance by the Settling Parties in writing. The Settlement Administrator will take down the Settlement Website ninety (90) calendar days after the receipt of the affidavit(s) referenced in Paragraph 6.7.

11.2 On or before the date that the Settlement Notices are mailed, the Settlement Administrator also shall arrange for a toll-free telephone call center facility to be active during the period of time that the Settlement Website is active. The toll-free telephone call facility will employ an interactive voice response system (“IVR system”) to answer calls. Callers will not have the option of speaking with a live operator, but will have the option of leaving a message with a return phone number. The Claims Administrator shall make a reasonable attempt to respond to such messages, or shall forward them to Class Counsel for response if necessary.

12. Article 12 – General Provisions

12.1 This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder are not, and shall not be construed as, deemed to be, or offered or received as evidence of an admission by or on the part of Defendants of any wrongdoing, fault, or liability whatsoever by any of Defendants, or give rise to any inference of any wrongdoing, fault, or liability or admission of any wrongdoing, fault, or liability in the Action or any other proceeding, and Defendants admit no wrongdoing or liability with respect to any of the allegations or claims in the Action. This Settlement Agreement, whether or not consummated, and any negotiations or proceedings hereunder, shall not constitute admissions of

any liability of any kind, whether legal or factual.

- 12.2** The Released Parties, Class Representatives, Class Counsel, and Defense Counsel shall have no responsibility for or liability whatsoever with respect to (i) any act, omission, or determination of the Settlement Administrator, or any of its respective designees or agents, in connection with the administration of the Gross Settlement Amount or otherwise; (ii) the determination of the Independent Fiduciary; (iii) the management, investment, or distribution of the Qualified Settlement Fund; (iv) the Plan of Allocation as approved by the Court; (v) the determination, administration, calculation, or payment of any claims asserted against the Qualified Settlement Fund; (vi) any losses suffered by, or fluctuations in the value of, the Qualified Settlement Fund; or (vii) the payment or withholding of any taxes, expenses, and/or costs incurred in connection with the taxation of the Qualified Settlement Fund or tax reporting, or the filing of any returns. Further, neither Defendants nor Defense Counsel shall have any responsibility for, or liability whatsoever with respect to, any act, omission, or determination of Class Counsel in connection with the administration of the Gross Settlement Amount or otherwise.
- 12.3** This Settlement Agreement shall be interpreted, construed, and enforced in accordance with applicable federal law and, to the extent that federal law does not govern, Texas law.
- 12.4** Only the Class Representatives and Class Counsel shall have standing to seek enforcement of this Settlement Agreement on behalf of Plaintiffs and Class Members. Any individual concerned about Defendants' compliance with this Settlement Agreement may so notify Class Counsel and direct any requests for enforcement to them. Class Counsel shall have the full and sole discretion to take whatever action they deem appropriate, or to refrain from taking any action, in response to such request.
- 12.5** Class Counsel, Defense Counsel, and the Settling Parties agree that any and all disputes concerning compliance with the Settlement Agreement, with the exception of any and all disputes concerning compliance with Article 8, shall be exclusively resolved as follows:
- 12.5.1 If Class Counsel, Defense Counsel, or a Settling Party has reason to believe that a legitimate dispute exists concerning the Settlement Agreement, the party raising the dispute shall first promptly give written notice under the Settlement Agreement to the other party including in such notice: (a) a reference to all specific provisions of the Settlement Agreement that are involved; (b) a statement of the alleged non-compliance; (c) a statement of the remedial action sought; and (d) a brief statement of the specific facts, circumstances, and any other arguments supporting the position of the party raising the dispute;

- 12.5.2 Within twenty-one (21) days after receiving the notice described in Paragraph 12.5.1, the receiving party shall respond in writing with its position and the facts and arguments it relies on in support of its position;
 - 12.5.3 For a period of not more than twenty-one (21) days following mailing of the response described in Paragraph 12.5.2, the Settling Parties shall undertake good-faith negotiations, which may include meeting in person or conferring by telephone, to attempt to resolve the dispute;
 - 12.5.4 If the dispute is not resolved during the period described in Paragraph 12.5.3, the parties shall conduct a mediation of the dispute with the Mediator on the earliest reasonably practicable date; provided, however, that the scope of such mediation shall be expressly limited to the dispute;
 - 12.5.5 Within 30 days after the conclusion of the Mediator's attempt to resolve the dispute (the date of the conclusion of the mediation shall be determined by agreement of the parties or by the Mediator), if the dispute persists, either party may request that the Court resolve the dispute.
 - 12.5.6 The Settling Parties will attempt to resolve any disputes quickly, expeditiously, inexpensively, and in good faith.
 - 12.5.7 In connection with any disputes concerning compliance with the Settlement Agreement, each party shall bear its own fees and costs unless the Court orders otherwise.
- 12.6** The Settling Parties agree that the Court has personal jurisdiction over the Class Representatives, Class Members and Defendants and shall maintain that jurisdiction for purposes of resolving any disputes between the Settling Parties concerning compliance with the Settlement Agreement. The Parties shall request for the Court to retain jurisdiction of this matter after the Effective Date and to enter such orders as necessary or appropriate to effectuate the terms of the Agreement.
- 12.7** The Settlement Agreement may be executed by exchange of executed signature pages, and any signature transmitted by facsimile or e-mail attachment of scanned signature pages for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement. The Settlement Agreement may be executed in any number of counterparts, and each of such counterparts shall for all purposes be deemed an original, and all such counterparts shall together constitute the same instrument.
- 12.8** Each party to this Settlement Agreement hereby acknowledges that he, she, or it has consulted with and obtained the advice of counsel prior to executing this Settlement Agreement and that this Settlement Agreement has been explained to that party by his, her, or its counsel.
- 12.9** Any headings included in this Settlement Agreement are for convenience only and do not in any way limit, alter, or affect the matters contained in this Settlement

Agreement or the Articles or Paragraphs they caption. References to a person are also to the person's permitted successors and assigns, except as otherwise provided herein. Whenever the words "include," "includes" or "including" are used in this Settlement Agreement, they shall not be limiting but shall be deemed to be followed by the words "without limitation."

- 12.10** Before approval of the Independent Fiduciary, this Settlement Agreement may be modified or amended only by written agreement signed by or on behalf of all Settling Parties. Following approval by the Independent Fiduciary, this Settlement Agreement may be modified or amended only if such modification or amendment is set forth in a written agreement signed by or on behalf of all Settling Parties and only if the Independent Fiduciary approves such modification or amendment in writing. Following entry of the Final Approval Order, this Settlement Agreement may be modified or amended only by written agreement signed on behalf of all Settling Parties, and only if the modification or amendment is approved by the Independent Fiduciary in writing and approved by the Court.
- 12.11** This Settlement Agreement and the exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties, or inducements have been made to any party concerning the Settlement other than those contained in this Settlement Agreement and the exhibits thereto.
- 12.12** The provisions of this Settlement Agreement may be waived only by an instrument in writing executed by the waiving party and specifically waiving such provisions. The waiver of any breach of this Settlement Agreement by any party shall not be deemed to be or construed as a waiver of any other breach or waiver by any other party, whether prior, subsequent, or contemporaneous of this Settlement Agreement.
- 12.13** Each of the Settling Parties agrees, without further consideration, and as part of finalizing the Settlement hereunder, that it will in good faith execute and deliver such other documents and take such other actions as may be necessary to consummate and effectuate the subject matter of this Settlement Agreement.
- 12.14** All of the covenants, representations, and warranties, express or implied, oral or written, concerning the subject matter of this Settlement Agreement are contained in this Settlement Agreement. No party is relying on any oral representations or oral agreements. All such covenants, representations, and warranties set forth in this Settlement Agreement shall be deemed continuing and shall survive the Effective Date of Settlement.
- 12.15** All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. The exhibits shall be: Exhibit 1 – Former Participant Claim Form; Exhibit 2 – Preliminary Order; Exhibit 3 – Notice of Class Action Settlement and Fairness Hearing to Current Participants; Exhibit 4 – Notice of Class Action Settlement and Fairness Hearing to Former Participants; Exhibit 5 – Final Approval Order; and Exhibit 6 – CAFA Notice.

- 12.16** No provision of the Settlement Agreement or of the exhibits attached hereto shall be construed against or interpreted to the disadvantage of any party to the Settlement Agreement because that party is deemed to have prepared, structured, drafted, or requested the provision.
- 12.17** The provisions of this Settlement Agreement are not severable, unless agreed by the Parties.
- 12.18** Any notice, demand, or other communication under this Settlement Agreement (other than the Settlement Notices, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail postage prepaid, or delivered by reputable express overnight courier as follows:

IF TO THE CLASS REPRESENTATIVES:

Kai Richter
NICHOLS KASTER, PLLP
4600 IDS Center
80 South 8th Street
Minneapolis, MN 55402
Tel: (612) 256-3200
Fax: (612) 256-6870

IF TO DEFENDANTS:

Shannon Barrett
O'MELVENY & MYERS LLP
1625 Eye Street, NW
Washington, DC 20006-4061
Tel: (202) 383-5308
Fax: (202) 383-5308
For the American Airlines Defendants

Jonathan Neerman
JACKSON WALKER L.L.P.
2323 Ross Avenue, Suite 600
Dallas, Texas 75201
Telephone: (214) 953-6000
Fax: (214) 953-5822
American Beacon

- 12.18** The Settling Parties and their counsel agree to cooperate fully with each other in seeking Court approvals of the Preliminary Order and the Final Approval Order, and to do all things as may reasonably be required to effectuate preliminary and final approval and the implementation of this Settlement Agreement according to its terms.

ON BEHALF OF PLAINTIFFS Whitney Main, Henry Schmidt, and Daniel Grentz,
Individually and as Representatives of the Class

Dated: JULY 06, 2017



Whitney Main
Plaintiff

Henry Schmidt
Plaintiff

Daniel Grentz
Plaintiff

Kai Richter (admitted pro hac vice)
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4600 IDS Center
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Minneapolis, MN 55402
Telephone: (612) 256-3200
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Attorneys for Plaintiffs

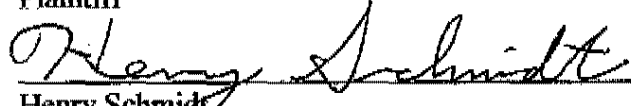
Joe Kendall
KENDALL LAW GROUP, PLLC
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Dallas, Texas 75204
Telephone: 214-744-3000
Facsimile: 214-744-3015

Attorneys for Plaintiffs

ON BEHALF OF PLAINTIFFS Whitney Main, Henry Schmidt, and Daniel Grentz,
Individually and as Representatives of the Class

Dated: 7-6-2017

Whitney Main
Plaintiff


Henry Schmidt
Plaintiff

Daniel Grentz
Plaintiff

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Attorneys for Plaintiffs

ON BEHALF OF PLAINTIFFS Whitney Main, Henry Schmidt, and Daniel Grentz,
Individually and as Representatives of the Class

Dated: 7/6/17

Whitney Main
Plaintiff

Henry Schmidt
Plaintiff



Daniel Grentz
Plaintiff

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Attorneys for Plaintiffs


ON BEHALF OF PLAINTIFFS Whitney Main, Henry Schmidt, and Daniel Grentz,
Individually and as Representatives of the Class

Dated: July 7, 2017

Whitney Main
Plaintiff

Henry Schmidt
Plaintiff

Daniel Grentz
Plaintiff


Kai Richter (admitted pro hac vice)
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Attorneys for Plaintiffs

ON BEHALF OF PLAINTIFFS Whitney Main, Henry Schmidt, and Daniel Grentz,
Individually and as Representatives of the Class

Dated: _____

Whitney Main
Plaintiff

Henry Schmidt
Plaintiff

Daniel Grentz
Plaintiff

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Attorneys for Plaintiffs

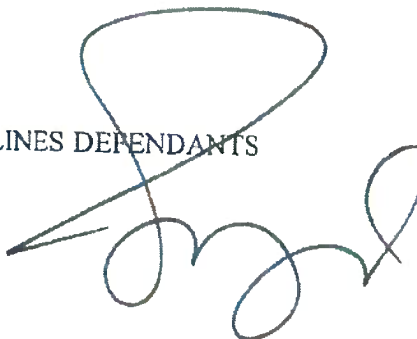


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Attorneys for Plaintiffs

ON BEHALF OF THE AMERICAN AIRLINES DEFENDANTS

Dated: 7/7/17



Stephen L. Johnson
Executive Vice-President - Corporate Affairs
AMERICAN AIRLINES, INC.

ON BEHALF OF AMERICAN BEACON

Dated: _____

Jeffrey K. Ringdahl
Chief Operating Officer
AMERICAN BEACON ADVISORS, INC.


ON BEHALF OF THE AMERICAN AIRLINES DEFENDANTS

Dated: _____

Stephen L. Johnson
Executive Vice-President - Corporate Affairs
AMERICAN AIRLINES, INC.

ON BEHALF OF AMERICAN BEACON

Dated: _____



Jeffrey K. Ringdahl
Chief Operating Officer
AMERICAN BEACON ADVISORS, INC.

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