

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,  
GARY K. COLLEY, LESLIE D. DIAZ,  
AMAYA JOHNSON, WILLIAM A.  
MCKINLEY, AND JOHN KARIPAS,  
INDIVIDUALLY AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,  
THE BOARD OF DIRECTORS OF  
L3HARRIS TECHNOLOGIES, INC.,  
AND THE INVESTMENT  
COMMITTEE OF L3HARRIS  
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

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This Settlement Agreement and Release (“Agreement”) is entered into on March 1, 2024 by and among Plaintiffs (as defined below), on the one hand, and Defendants (as defined below) on the other, in consideration of the promises, covenants, and agreements herein described and for other good and valuable consideration acknowledged by each of them to be satisfactory and adequate.

## **I. DEFINITIONS**

1.1 “Action” shall mean the case captioned *Robert Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc.*, No. 6:22-cv-00572-PGB-LHP, pending in the United States District Court for the Middle District of Florida.

1.2 “Administration Costs” shall mean any costs or expenses by any person in connection with the Settlement, including but not limited to (i) fees or costs from the current or any former service provider; (ii) the costs and expenses associated with the production and dissemination of the Notices (as defined in Section 1.31 below); (iii) all reasonable costs and expenses incurred by the Settlement Administrator (as defined in Section 1.41 below) in administering and effectuating this Settlement, which costs and expenses are necessitated by performance and implementation of this Agreement and any Court orders relating thereto; (iv) all reasonable fees charged by the Settlement Administrator; (v) all reasonable fees charged by the current recordkeeper for the Plan in connection with implementation of this Agreement; and (vi) Independent Fiduciary Fees (as defined in Section 1.28 below).

1.3 “Amended Complaint” shall mean the Amended Complaint in *Robert*

*Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc.*, No. 6:22-cv-00572-PGB-LHP, Dkt. 40, pending in the United States District Court for the Middle District of Florida.

1.4 “Attorneys’ Fees and Expenses” shall mean the reasonable attorneys’ fees, costs (including expert costs), and expenses of Class Counsel (as defined in Section 1.6 below) for their past, present, and future work, efforts, and expenditures in connection with this Action and resulting Settlement.

1.5 “Claims” shall have the meaning ascribed to it in Section 1.39 below.

1.6 “Class Counsel” shall mean Capozzi Adler P.C.

1.7 “Class Period” shall mean November 23, 2015 through December 31, 2019.

1.8 “Court” shall mean the United States District Court for the Middle District of Florida.

1.9 “Current Participant” shall mean a “Settlement Class Member” (as defined below) who, as of the time of the distributions contemplated in Section 3.2 below, has an account balance greater than zero in the Current Plan (as defined below).

1.10 “Current Participants” shall mean all persons who are a “Current Participant” (as defined in Section 1.9 above).

1.11 “Current Plan” shall mean the L3Harris Retirement Savings Plan.

1.12 “Defendant Released Parties” shall mean L3Harris Technologies, Inc.,

the Board of Directors of L3Harris Technologies, Inc., the Investment Committee of L3Harris Technologies, Inc., the L3Harris Retirement Savings Plan, L3 Technologies, Inc., the Board of Directors of L3 Technologies, Inc., the Investment Committee of L3 Technologies, Inc., the L3 Technologies Master Savings Plan, L-3 Communications Corporation, the Board of Directors of L-3 Communications Corporation, the Investment Committee of L-3 Communications Corporation, and the L-3 Communications Master Savings Plan, and all of their respective past and present predecessors, successors, insurers, members, officers, directors, employees, fiduciaries, trustees, and affiliates (including any of the foregoing who have acted as a fiduciary or provided services to the Plan during the Class Period).

1.13 “Defendants” shall mean L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc. and their corporate predecessors.

1.14 “Defendants’ Counsel” shall mean (a) Sidley Austin LLP and (b) King, Blackwell, Zehnder & Wermuth, P.A.

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

1.16 “Effective Date” shall mean (a) the date upon which the applicable period to appeal the Final Approval Order and Judgment has expired, if no appeal on any issue is taken during such period; or (b) if, during the aforesaid appeals period, an appeal is taken in this Action, the date upon which all appeals, including petitions for review, rehearing, or certiorari, and any proceedings resulting therefrom, have

been finally disposed of, or the date of the expiration of the time to initiate such petitions or proceedings. The Parties shall agree by written communication when the Effective Date has occurred; any dispute shall be resolved by the Court. It is expressly agreed by the Parties and their counsel that no Party intends that this provision nor any other part of this Agreement establishes or acknowledges that anyone is entitled to or has the right to appeal from any such orders which may be entered in connection herewith.

1.17 “Escrow Account” shall mean an account at an established Financial Institution (as defined in Section 1.23 below), selected by Class Counsel with Defendants’ consent (which consent shall not be unreasonably withheld) that is established for the deposit of certain amounts relating to the Settlement.

1.18 “Escrow Agent” shall mean Analytics Consulting, LLC, or whatever other person or entity is selected by Class Counsel with Defendants’ consent (which consent shall not be unreasonably withheld) to act as escrow agent for any portion of the Settlement Amount (as defined in 1.42 below) deposited in or accruing in the Escrow Account pursuant to this Agreement.

1.19 “Fee and Expense Application” shall mean the motion, to be filed by Class Counsel, seeking approval of an award of Attorneys’ Fees and Expenses.

1.20 “Final Approval” shall mean the entry of the Final Approval Order and Judgment.

1.21 “Final Approval Hearing” shall mean the hearing to be held before the Court pursuant to Federal Rule of Civil Procedure 23(e) prior to the entry of any

Final Approval Order (as defined in Section 1.22) by the Court. The Parties will request that the Final Approval Hearing be scheduled for a date no earlier than 110 days after the entry of the Preliminary Approval Order (as defined in Section 1.38).

1.22 “Final Approval Order and Judgment” or “Final Approval Order” shall mean a final order entered by the Court after the Final Approval Hearing, substantially the same in all material respects to the order attached hereto as Exhibit A, granting its approval of the Settlement, provided that the Parties may agree to additions or modifications to the form of the Final Approval Order and Judgment as they agree are appropriate at the time that it is submitted to the Court for final approval of the Settlement.

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

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

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

1.26 “Former Plan” shall mean the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan.

1.27 “Independent Fiduciary” shall mean Fiduciary Counselors Inc. or such other qualified and experienced independent fiduciary that L3Harris selects to independently review the Settlement (as defined in Section 1.40) on behalf of the

Plan.

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

1.29 “L3Harris Releasees” shall mean, collectively, the Defendant Released Parties (as defined in Section 1.12 above) and Other Released Parties (as defined in Section 1.32 below).

1.30 “Long Form Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit B, to be made available on the Settlement Website (as defined in Section 1.47).

1.31 “Notices” shall collectively refer to the Long Form and Short Form Postcard Settlement Notices.

1.32 “Other Released Parties” shall mean all third parties that provided services to the Plan during the Class Period, including the Plan’s recordkeepers (including Fidelity), investment advisors (including Mercer), trustees, auditors, lawyers, and consultants.

1.33 “Parties” shall mean Plaintiffs, the Settlement Class, and the Defendants.

1.34 “Plaintiffs” shall mean, collectively, Robert Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley, and John



Karipas, individually and as representatives of the Settlement Class and on behalf of the Former Plan.

1.35 “Plaintiffs’ Counsel” shall mean (a) Capozzi Adler P.C. and (b) Matthew Fornaro, P.A.

1.36 “Plan” shall mean both the Current Plan and the Former Plan.

1.37 “Plan of Allocation” shall mean the formula for allocation of the Distributable Settlement Amount as approved by the Court, which formula shall govern the distribution of the Distributable Settlement Amount, in the form attached hereto as Exhibit C. Notwithstanding any other provision of this Agreement, any revisions by the Court or any appellate court or otherwise relating solely to the Plan of Allocation shall not operate to terminate or cancel or otherwise affect this Agreement; provided that any such revisions do not require Defendants, Defendants’ insurers, or the Plan’s current or former service providers to increase the Settlement Amount or incur additional expenses and costs.

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

1.39 “Released Claims” shall mean any and all actual or potential claims (including Unknown Claims), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether

known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief (collectively, “Claims”) against the L3Harris Releasees (as defined in Section 1.29 above) through the date the Court enters the Final Approval Order and Judgment that were asserted in the Action; or that arise out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, occurrences, or conduct alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or that arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Former Plan’s investments, investment options, or service providers, including without limitation its administrative and/or recordkeeping service providers, investment advisors, auditors, trustees, and L3Harris Releasees in their role as service provider to the Former Plan; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Former Plan’s fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Former Plan or participants of the Former Plan; (4) the services provided to the Former Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Former Plan’s investments, investment options, or service providers; (6) any amounts charged to participants of the Former Plan, including but not limited to recordkeeping and administrative fees; (7) any use of the Former Plan’s forfeiture account; and/or (8) any assertions with respect to any fiduciaries or service providers of the Former Plan (or the selection or monitoring of those fiduciaries) in connection

with the foregoing.

1.40 “Settlement” shall mean the compromise and Settlement embodied in this Agreement.

1.41 “Settlement Administrator” shall mean Analytics Consulting, LLC.

1.42 “Settlement Amount” shall mean six hundred fifty thousand dollars (\$650,000).

1.43 “Settlement Class” shall mean the class composed of Settlement Class Members (as defined in Section 1.45 below) and certified (as defined in Sections 2.2-2.4 below).

1.44 “Settlement Class Member” shall mean a member of the Settlement Class, including his, her, or its successors-in-interest.

1.45 “Settlement Class Members” shall mean all persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Former Plan from November 23, 2015 through December 31, 2019.

1.46 “Settlement Fund” shall have the meaning set forth in Section 3.1(h).

1.47 “Settlement Website” shall have the meaning ascribed to it in Section 2.12.

1.48 “Short Form Postcard Settlement Notice” shall mean the notice, identical in all material respects to that attached hereto as Exhibit E, to be delivered to Settlement Class Members (as defined in Section 1.45 above) pursuant to Section 2.10 and made available on the Settlement Website (as defined in Section 1.47).

1.49 “Taxes” shall have the meaning ascribed to it in Section 3.1(i).

1.50 “Tax-Related Costs” shall have the meaning ascribed to it in Section 3.1(i).

1.51 “Unknown Claims” shall mean any Released Claims which Plaintiffs, any Member of the Settlement Class, and/or any of the other Parties do not know or suspect to exist in their favor at the time of the release of the L3Harris Releasees. Without admitting that California law in any way applies to this Agreement, with respect to any and all Released Claims, the Parties agree that, upon the Effective Date, Plaintiffs, each Settlement Class Member, and all other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived the provisions, rights and benefits of California Civil Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER, MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Plaintiffs, each Settlement Class Member, and all other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, expressly waived all provisions, rights and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable or equivalent to California Civil Code § 1542. Plaintiffs, any Settlement Class Member, and any of the other Parties may later discover facts in addition to or different from those which they now know or believe to be true with respect to the

subject matter of the Released Claims, but Plaintiffs, any Settlement Class Member, and all of the other Parties, upon the Effective Date, shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, without regard to the subsequent discovery or existence of such different or additional facts. Plaintiffs, any Settlement Class Member, and all of the other Parties shall be deemed to have, and by operation of the Final Approval Order and Judgment shall have, acknowledged that the foregoing waiver was separately bargained for and a key element of the Settlement of which this release is a part.

## **II. PROCEDURES IN CONNECTION WITH THE SETTLEMENT**

The procedures set forth in Sections 2.1 through 2.15 shall apply in connection with this Settlement.

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

2.2 ***Motion for Preliminary Approval and Certification of Settlement Class.*** No later than March 4, 2024, or some other deadline approved by the Court, and after execution of this Agreement, Plaintiffs shall file a motion with the Court (to which Defendants will not object) seeking (i) preliminary approval of the Settlement,

including entry of a Preliminary Approval Order identical in all material respects to the form of the order attached hereto as Exhibit D, and (ii) for purposes of this Settlement only, modification (as indicated in this Settlement agreement) of the class certification definition approved by the Court on June 5, 2023 (ECF No. 92).

**2.3 *Basis for Certification of Settlement Class.*** Plaintiffs will seek certification of the Settlement Class under Federal Rule of Civil Procedure 23(b)(1) and pursuant to the Court's class certification order of June 5, 2023 (ECF No. 92).

**2.4 *Certification for Settlement Purposes Only.*** Defendants shall not take any position with respect to certification of the Settlement Class only for the limited purpose of effectuating this Agreement. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. If this Agreement is terminated, or is reversed, vacated, or modified in any material respect by the Court or any other court, the certification of the Settlement Class shall be vacated, and the prior certified class definition of June 5, 2023 (ECF No. 92) will control.

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

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

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

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

2.9 ***Settlement Authorized by Independent Fiduciary***

(a) L3Harris will, in its sole discretion, select the Independent Fiduciary to provide the authorization required by Prohibited Transaction Exception 2003-39, 68 FR 75632 (Dec. 31, 2003), as amended 75 FR 33830 (June 15, 2010).

(b) At least thirty (30) days prior to the Final Approval Hearing, the Independent Fiduciary shall have approved and authorized in writing the Settlement, and given a release in its capacity as fiduciary of the Plan for and on behalf of the Plan, on the terms set forth in Section 5.1, in accordance with Prohibited Transaction Class Exemption 2003-39. If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to execute the release on behalf of the Plan, then L3Harris shall have the option to waive this condition if so stipulated by

the Parties. Such option is to be exercised in writing within seven (7) days after the Parties' receipt of the Independent Fiduciary's written determination, unless otherwise agreed by the Parties. The Parties shall comply with reasonable requests made by the Independent Fiduciary.

2.10 *Class Notice.* Within forty-five (45) days after the entry of the Preliminary Approval Order, the Settlement Administrator shall send the Short Form Postcard Settlement Notice by first-class mail to the Settlement Class Members. The Short Form Postcard Settlement Notice will be sent to the last known mailing address of each of the Settlement Class Members, which mailing address will be supplied in a timely fashion by Defendants and/or the current recordkeeper for the Plan and updated through the National Change of Address database by the Settlement Administrator before mailing (with all returned mail skip-traced and promptly re-mailed), and will be in the form attached hereto as Exhibit E. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after the entry of the Preliminary Approval Order.

(a) *Payments to Class Members.* The Settlement Administrator will make payments from the Distributable Settlement Amount on behalf of each Settlement Class Member. For each Former Participant, the Settlement Administrator shall make payment in accord with Section 3.2(d) and (e) below. For each Current Participant, the Settlement Administrator shall direct the current recordkeeper for the



Plan to credit the appropriate portion of the Distributable Settlement Fund to the account of each Current Participant pursuant to the Plan of Allocation.

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

2.12 ***Settlement Website.*** Within ten (10) days of the entry of the Preliminary Approval Order, the Settlement Administrator shall establish the Settlement Website, which will contain both the Long and Short Form Settlement Notices, this Agreement and its exhibits, the Preliminary Approval Order, any other orders related to the Settlement, the Amended Complaint, and any other documents or information agreed upon by the Parties. Class Counsel shall be responsible for causing the Settlement Administrator to post on the Settlement Website the Fee and Expense Application filed by Class Counsel, as soon as possible after its filing. The Short Form Settlement Notice, attached hereto as Exhibit E, will identify the web address of the Settlement Website.

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

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

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

### **III. PAYMENTS TO THE SETTLEMENT CLASS.**

#### ***3.1 The Settlement Amount.***

(a) In consideration of all of the promises and agreements set forth in this Agreement, L3Harris or its insurers will cause a monetary payment to be made in the amount of the Settlement Amount (defined above in Section 1.42 to mean six hundred fifty thousand dollars (\$650,000)) to the Escrow Account. None of the other of the L3Harris Releasees shall have any obligation to contribute financially to this Settlement.

(b) L3Harris or its insurers shall cause one hundred thousand dollars (\$100,000) of the Settlement Amount to be deposited into the Escrow Account within twenty-one (21) business days of the later of (i) entry of the Preliminary Approval Order or (ii) the insurance carrier's receipt of the payee information (W-9, complete wire instructions, and verbal confirmation of the wire instructions), to fund any Administrative Costs that arise before the Effective Date, including but not limited to the Independent Fiduciary Fees. L3Harris or its insurers shall cause the remaining five hundred fifty thousand dollars (\$550,000) of the Settlement Amount

to be deposited into the Escrow Account within fifteen (15) business days of the Effective Date.

(c) The Settlement Amount shall be used solely for the purposes set forth in Section 3.1(j) below.

(d) Subject to Court approval and oversight, the Escrow Account will be controlled by the Settlement Administrator and the Escrow Agent. Neither Defendants nor Plaintiffs shall have any liability whatsoever for the acts or omissions of the Settlement Administrator or Escrow Agent. The Settlement Administrator and Escrow Agent shall not disburse the Settlement Amount or any portion thereof except as provided for in this Agreement, by an order of the Court, or with prior written agreement of Class Counsel and Defendants' Counsel.

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

(f) All funds held in the Escrow Account shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until the funds are distributed in accordance with this Agreement.

(g) The Settlement Administrator shall, to the extent necessary and practicable, invest the Settlement Amount in discrete and identifiable instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their

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

(h) The Escrow Account is intended to be a “Qualified Settlement Fund” within the meaning of Treasury Regulation § 1.468B-1 (the “Settlement Fund”). The Settlement Administrator, as administrator of the Qualified Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing tax returns for the Escrow Account and paying from the Escrow Account any Taxes owed with respect to the Escrow Account. L3Harris agrees to provide the Settlement Administrator with the statement described in Treasury Regulation §1.468B-3(e). Neither Defendants, Defendants’ Counsel, Plaintiffs, nor Class Counsel shall have any liability or responsibility of any sort for filing any tax returns or paying any taxes with respect to the Escrow Account.

(i) All (i) taxes on the income of the Escrow Account (“Taxes”) and (ii) expenses and costs incurred in connection with the taxation of the Escrow Account (including, without limitation, expenses of tax attorneys and accountants) (“Tax-Related Costs”) shall be timely paid by the Settlement Administrator out of the Escrow Account.

(j) The Settlement Amount, together with any interest accrued thereon, will be used to pay the following amounts associated with the Settlement:

- (1) Compensation to Settlement Class Members determined in accordance with Section 3.2;
- (2) All Attorneys’ Fees and Expenses approved by the Court;
- (3) Administration Costs; and
- (4) Taxes and Tax-Related Costs.

**3.2 *Distribution to Settlement Class Members.***

(a) The money remaining from the Settlement Amount, including any accrued interest thereon, after the payment of approved Attorneys’ Fees and Expenses, Administration Costs, and Taxes and Tax-Related Costs (or any estimate of those amounts to be incurred in the future), shall constitute the funds available for distribution to Settlement Class Members (the “Distributable Settlement Amount”).

(b) The Distributable Settlement Amount shall be divided among Settlement Class Members in accordance with the Plan of Allocation (attached hereto as Exhibit C) or such other allocation plan as may be ordered by the Court. It is understood and agreed by the Parties that the proposed Plan of Allocation is not

part of this Agreement and is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement, and any order or proceeding relating to the Plan of Allocation shall not operate to terminate or cancel this Agreement or affect the finality of the Court's Final Approval Order and Judgment approving the Settlement or any other Orders entered pursuant to the Agreement. Notwithstanding the foregoing, or anything else in this Agreement, any revisions to the Plan of Allocation that would require the L3Harris Releasees to pay more than the Settlement Amount or incur additional expenses or costs or to provide data not already readily available shall be deemed a material alteration of this Agreement and entitle Defendants, at their election, to terminate the Agreement.

(c) The Settlement Administrator shall disburse the Distributable Settlement Amount as promptly as reasonably possible after the Effective Date, and, in any event, shall use reasonable best efforts to disburse the Distributable Settlement Amount no later than two hundred-seventy (270) days after the Effective Date.

(d) No Former Participant whose entitlement to payment pursuant to the Plan of Allocation would otherwise be less than five dollars (\$5.00) shall receive any payment from the Distributable Settlement Amount.

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

obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.3 Each Settlement Class Member who receives a payment under this Agreement shall be fully and ultimately responsible for payment of any and all federal, state, or local taxes resulting from or attributable to the payment received by such person. Each Settlement Class Member shall hold Defendants, Defendants' Counsel, the L3Harris Releasees, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from any tax liability, including penalties and interest, related in any way to payments or credits under the Agreement, and shall hold Defendants, the L3Harris Releasees, Defendants' Counsel, Plaintiffs, Class Counsel, and the Settlement Administrator harmless from the costs (including attorneys' fees and disbursements) of any proceedings (including investigation and suit), related to such tax liability.

3.4 *Treatment of Undistributed Funds and Uncashed Checks.* Any funds associated with checks that are not cashed within ninety (90) days of issuance, and for which no request for reissuance is made by the Settlement Class Member within ninety (90) days of issuance, and any funds that cannot be distributed to Settlement Class Members for any other reason, together with any interest earned on them, and after the payment of any applicable taxes by the Escrow Agent, shall be delivered to the Plan for purposes of defraying administrative fees and expenses of the Current Plan that would otherwise be charged to the participants of the Current Plan. Any funds that cannot be distributed to Settlement Class Members for any other reason

may not be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant. There shall be no cy pres payment.

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

3.6 *Entire Monetary Obligation.* In no event, and notwithstanding anything else in this Agreement, shall the Defendants or their insurers be required to pay any amounts other than the Settlement Amount. It is understood and agreed that the Defendants' and its insurers' monetary obligations under this Settlement Agreement will be fully discharged by paying the amount specified in Section 3.1(a) above, and that the Defendants and its insurers shall have no other monetary obligations, or obligations to make any other payments under this Agreement or otherwise.

#### **IV. SETTLEMENT ADMINISTRATION**

4.1 As soon as practicable, L3Harris shall cause the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data sufficient to effectuate class notice and to calculate each Settlement



Class Member's allocable portion of the Distributable Settlement Amount (the Plan of Allocation data). With respect to the Plan of Allocation data, the Plan's Recordkeeper shall take commercially reasonable steps to ensure the data provided is complete as it exists in the Recordkeeper's systems. Neither Plaintiffs, Plaintiffs' Counsel, Defendants, or Defense Counsel will be responsible or liable in any way for ensuring the completeness or accuracy of the information provided by the Recordkeeper pursuant to this section.

4.2 The Settlement Administrator shall administer the Settlement subject to the supervision of Class Counsel, Defendants' Counsel, and the Court as circumstances may require.

4.3 Defendants, Defendants' insurers, and Defendants' Counsel shall have no responsibility for, interest in, or liability whatsoever, with respect to:

(a) any act, omission, or determination of the Settlement Administrator, Class Counsel, or designees or agents of Class Counsel or the Settlement Administrator;

(b) any act, omission, or determination of Class Counsel or their designees or agents in connection with the administration of the Settlement;

(c) the management, investment, or distribution of the Settlement Amount or the Distributable Settlement Amount; or

(d) the determination, administration, calculation, or payment of any claims asserted against the Settlement Amount or the Distributable Settlement Amount.

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

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

## **V. RELEASES, COVENANTS, AND JUDICIAL FINDINGS**

5.1 *Releases of the L3Harris Releasees.* Subject to Section VIII below, upon the Effective Date, Plaintiffs, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan (by and through the Independent Fiduciary pursuant to Section 2.9), absolutely and unconditionally release and forever discharge the L3Harris Releasees from each and every Released Claim that Plaintiffs, the Settlement Class, or the Plan directly, indirectly, derivatively, or in any other capacity ever had, now have or hereafter may have, except that the release under this Section 5.1 shall not include claims relating to the covenants or obligations set forth in this Agreement.

5.2 *Taxation of Class Settlement Amount.* Plaintiffs, each Settlement Class Member (on behalf of themselves, their current and former beneficiaries, their representatives, and successors-in-interest), and the Plan acknowledge that the L3Harris Releasees have no responsibility for any taxes due on funds deposited in or

distributed from the Settlement Amount or that Plaintiffs or Class Counsel receive from the Settlement Amount.

## **VI. REPRESENTATIONS AND WARRANTIES**

6.1 *Parties' Representations and Warrants.* Each Party represents and warrants as follows, and each Party acknowledges that each other Party is relying on these representations and warranties in entering into this Settlement Agreement:

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

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

Agreement, and all of the matters pertaining thereto, as he, she, or it deems necessary or advisable.

6.2 *Signatories' Representations and Warrants.* Each person executing this Agreement on behalf of any other person or Party does hereby personally represent and warrant that he or she has the authority to execute this Agreement on behalf of, and fully bind, each principal whom such individual represents or purports to represent and that no right or Claim relating to this Agreement has been assigned or hypothecated to any third party.

## **VII. OTHER MONETARY PAYMENTS**

### *7.1 Attorneys' Fees and Expenses*

(a) Class Counsel intends to submit a Fee and Expense Application, seeking an award of attorneys' fees based on the value of the Settlement and the work performed not to exceed one-third of the Settlement Amount, plus reasonable expenses. At the same time, Class Counsel shall seek the Court's approval of all Administrative Costs in connection with the Settlement.

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

soon as practicable following the full funding of the Settlement Fund per Section 3.1(b).

(c) Notwithstanding any other provision of this Agreement to the contrary, the procedure for and the allowance or disallowance (in whole or in part) by the Court of the Fee and Expense Application to be paid out of the Settlement Amount shall be considered by the Court separately from its consideration of the fairness, reasonableness, and adequacy of the Settlement, and any Order or proceedings relating to the award of Attorneys' Fees, or any appeal of any Order relating thereto, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

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

### **VIII. CONTINGENCIES, EFFECT OF DISAPPROVAL OR TERMINATION OF SETTLEMENT**

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

8.2 This Agreement and the Settlement shall terminate and be cancelled if, within ten (10) business days after any of the following events, L3Harris or

Plaintiffs provide written notification of an election to terminate the Settlement because:

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

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

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

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

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

8.4 This Agreement shall terminate if and when any of the conditions specified in Sections 2.1 to 2.7, 2.9 to 2.11 and/or 2.14 to 2.15 is not satisfied, and

the Parties do not mutually agree to waive the condition, in writing, within ten (10) business days of its non-occurrence.

8.5 This Agreement and the Settlement shall terminate and be cancelled if (a) any federal or state authorities object to or request material modifications to the Agreement; and (b) within the later of ten (10) business days after (i) the deadline set in the Preliminary Approval Order for such objections or requests, or (ii) receiving any such objection or request, Defendants' Counsel provides written notice of its election to terminate the Settlement.

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

(a) The Settling Parties shall be deemed to have reverted to their respective status in the Action as of December 21, 2023, which shall then resume proceedings in the Court, and, except as otherwise expressly provided in this Agreement, the Parties shall proceed in all respects as if this Agreement and any related orders had not been entered.

(b) Class Counsel and Defendants' Counsel shall, within ten (10) days after the date of termination of the Agreement, jointly notify the Financial Institution (either directly or through the Settlement Administrator) in writing to return to the Defendants the full amount contained in the Settlement Fund, with all net income earned thereon, after deduction of any amounts earlier disbursed for purposes of administering the Settlement and/or incurred by the Settlement Fund as of the termination, and direct the Financial Institution to effect such return within fourteen

(14) days after such notification. Prior to the return of amounts contemplated by this Section 8.6(b), the Financial Institution shall fully and finally fulfill and set aside for any and all tax obligations of the Settlement Fund as set forth in Section 3.1(i) and Defendants and their insurers shall have no past, present, or future liability whatsoever for any such tax obligations.

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

#### **IX. NO ADMISSION OF WRONGDOING**

9.1 The Parties understand and agree that this Agreement embodies a compromise settlement of disputed claims, and that nothing in this Agreement, including the furnishing of consideration for this Agreement, shall be deemed to constitute any finding or admission of any wrongdoing or liability by the Defendants, or give rise to any inference of wrongdoing or liability in the Action or any other proceeding. This Agreement and the consideration provided hereunder are made in compromise of disputed claims and are not admissions of any liability of any kind, whether legal or factual. Defendants specifically deny any such liability or wrongdoing and state that they are entering into the Agreement solely to eliminate the burden and expense of further litigation. Further, Plaintiffs, while believing that all Claims brought in the Action have merit, has concluded that the terms of this Agreement are fair, reasonable, and adequate to the Plan, themselves, and the Settlement Class Members given, among other things, the inherent risks, difficulties and delays in complex ERISA litigation such as the Action. Neither the fact nor the



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

**X. MISCELLANEOUS**

10.1 *No Disparaging Statements.* Plaintiffs and Plaintiffs' Counsel shall make no disparaging statements or accusations of wrongdoing related to this Settlement Agreement, the Action, the L3Harris Releasees, Defendants, or Defendants' Counsel, whether written or oral, including but not limited to any statements to the press or on any website or social media platform. Defendants' counsel shall make no disparaging statements or accusations of wrongdoing related to this Settlement Agreement, the Action, Plaintiffs, or Plaintiffs' Counsel, whether written or oral, including but not limited to any statements to the press or on any website or social media platform. L3Harris will not issue any official statements disparaging any Plaintiffs or Plaintiffs' Counsel or accusing any Plaintiffs or Plaintiffs' Counsel of wrongdoing. Plaintiffs and Plaintiffs' Counsel agree that they will not make any statement to the press related to this Settlement Agreement, the Action, the L3Harris Releasees, Defendants, or Defendants' Counsel (whether affirmatively or in response to an inquiry) without the consent of L3Harris or Defendants' Counsel. The Parties will agree upon a joint statement to utilize in response to any inquiries from the press or otherwise regarding this Settlement.

10.2 *Adequate Discovery.* The Parties agree that Defendants have provided sufficient information to allow Plaintiffs and Class Counsel to evaluate their

position and the strength of Plaintiffs' Claims prior to the mediation in this case and prior to deciding to settle this case.

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

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

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

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

provision hereof for the purposes of any statute, case law, or rule of interpretation or construction.

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

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

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

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

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

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

10.9 *Notices.* Unless otherwise provided herein, any notice, request, instruction, application for Court approval, or application for Court order sought in connection with the Agreement, shall be in writing and delivered personally or sent

by certified mail or overnight delivery service, postage prepaid, with copies by email to the attention of Class Counsel or Defendants' Counsel (as well as to any other recipients that a court may specify). Parties may change the person(s) to whom such notices should be directed by giving notice pursuant to this Section. As of the date hereof, the respective representatives are as follows:

**For Defendants:**

**Mark B. Blocker**  
Sidley Austin LLP  
One South Dearborn Street  
Chicago, IL 60603  
Telephone: (312) 853-7000  
Facsimile: (312) 853-7036  
mblocker@sidley.com

**For Plaintiff:**

**Mark K. Gyandoh**  
Capozzi Adler P.C.  
312 Old Lancaster Road  
Merion Station, PA 19066  
Telephone: (610) 890-0200  
Facsimile: (717) 233-4103  
markg@capozziadler.com

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

10.11 *Governing Law*. This Agreement shall be governed by and construed in accordance with the laws of Florida without giving effect to any conflict of law

provisions that would cause the application of the laws of any jurisdiction other than Florida.


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

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

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

**Agreed to on behalf of Robert Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley and John Karipas, and on behalf of the Settlement Class.**

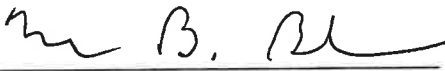
Dated: March 1, 2024

By:   
\_\_\_\_\_  
Mark K. Gyandoh  
CAPOZZI ADLER P.C.  
312 Old Lancaster Road

Merion Station, PA 19066  
Telephone: (610) 890-0200  
Facsimile: (717) 233-4103  
markg@capozziadler.com

**Agreed to on behalf of Defendants.**

Dated: March 1, 2024

By:   
Mark B. Blocker  
SIDLEY AUSTIN LLP  
One South Dearborn Street  
Chicago, IL 60603  
Tel.: (312) 853 7000  
Fax: (312) 853 7036  
mblocker@sidley.com

## EXHIBIT A

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,  
RONALD F. KOSEWICZ, GARY K.  
COLLEY, LESLIE D. DIAZ, AMAYA  
JOHNSON, WILLIAM A.  
MCKINLEY, AND JOHN KARIPAS,  
INDIVIDUALLY AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,  
THE BOARD OF DIRECTORS OF  
L3HARRIS TECHNOLOGIES, INC.,  
THE INVESTMENT COMMITTEE  
OF L3HARRIS TECHNOLOGIES,  
INC. AND JOHN DOES 1-30,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

**FINAL APPROVAL ORDER**

WHEREAS, on [month/date], 2024 this Court conducted a Final Approval Hearing to, among other things, (1) determine whether to finally certify the Settlement Class<sup>1</sup> pursuant to Fed. R. Civ. P. 23(b)(1); (2) determine whether the terms of the Settlement Agreement and the proposed Settlement provided for therein are fair, reasonable, adequate, and in the best interests of the Settlement Class and

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<sup>1</sup> All capitalized terms used herein shall have the meaning ascribed to them in the Class Action Settlement Agreement and Release dated March 1, 2024 (“Settlement Agreement”) entered between Plaintiffs and Defendants.



should be approved by the Court; (3) determine whether the proposed Plan of Allocation for distributing the Settlement proceeds among Settlement Class Members should be approved by the Court; (4) consider the motion of Class Counsel for Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards; and (5) to hear and rule upon other matters as appropriate in regards to the Parties' class action Settlement;

WHEREAS, the Court was advised at the Final Approval Hearing that the Short Form Postcard Notice in the form approved by the Court was sent via first class mail to the Settlement Class pursuant to the terms of the Settlement Agreement and the Long Form Settlement Notice (together with the Short Form Postcard notice, "Notices") was posted on the Settlement Website; and

WHEREAS, Defendants have notified the Court of their compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715;

WHEREAS, the Court was advised at the Final Approval Hearing that an Independent Fiduciary, acting on behalf of the Plan, approved the Settlement as fair to the Plan;

WHEREAS, the Court, having considered all matters submitted to it at the Final Approval Hearing, including all written submissions and the arguments of counsel for the Parties;

**NOW THEREFORE, IT IS HEREBY ORDERED:**

1. The Settlement Agreement, including the definitions contained therein, is incorporated by reference in this Final Approval Order.

2. The Court has jurisdiction over the subject matter of this Action.

3. Pursuant to Fed. R. Civ. P. 23(b)(1), the Court hereby finally certifies, for purposes of effectuating the Settlement only, a Settlement Class consisting of all persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019.

4. The Court appoints Robert Stengl, Daniel Will, Gary K. Colley, Leslie D. Diaz, Amaya Johnson, William A. McKinley, and John Karipas as the Class Representatives for the Settlement Class.

5. The Court appoints Capozzi Adler P.C. as Class Counsel for the Settlement Class.

6. The Court finds that Defendants have complied with the notice requirements of 28 U.S.C. § 1715.

7. The form and method of notifying the Settlement Class Members of the terms and conditions of the proposed Settlement met the requirements of Fed. R. Civ. P. 23 and due process; constituted the best notice practicable under the circumstances; and constituted due and sufficient notice to all persons entitled thereto of the terms and conditions of the Settlement and the right to object.

8. Based on the evidence submitted by the Parties, the Court concludes that the Settlement is fair, reasonable and adequate. The Settlement is therefore approved, and the Parties are directed to consummate the Settlement Agreement in

accordance with its terms and conditions.

9. The Plan of Allocation is also hereby approved as fair, reasonable, and adequate.

10. The Court finds that the members of the Settlement Class are in privity with the interests of the Plan, its participants and its beneficiaries, and all private parties authorized to sue under ERISA sections 502(a)(2) and (3), that such private parties are adequately represented by the Class Representatives, and all parties authorized to sue under ERISA sections 502(a)(2) and (3) are hereby bound by the Settlement and this Order.

11. The Action is hereby dismissed with prejudice in its entirety and without an award of costs, except as provided in the Settlement Agreement.

12. The Settlement agreement is hereby approved in its entirety.

13. For purposes of this Paragraph 13 of this Order, the following definitions (which are identical to the definitions in the Settlement Agreement, as modified above) shall apply:

a. “L3Harris Releasees” shall mean, collectively, the Defendant Released Parties and Other Released Parties.

b. “Defendant Released Parties” shall mean L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc., the Investment Committee of L3Harris Technologies, Inc., the L3Harris Retirement Savings Plan, L3 Technologies, Inc., the Board of Directors of L3 Technologies, Inc., the Investment Committee of L3 Technologies, Inc., the

L3 Technologies Master Savings Plan, L-3 Communications Corporation, the Board of Directors of L-3 Communications Corporation, the Investment Committee of L-3 Communications Corporation, and the L-3 Communications Master Savings Plan, and all of their respective past and present predecessors, successors, insurers, members, officers, directors, employees, fiduciaries, trustees, and affiliates (including any of the foregoing who have acted as a fiduciary or provided services to the Plan during the Class Period).

c. “Other Released Parties” shall mean all third parties that provided services to the Plan during the Class Period, including the Plan’s recordkeepers (including Fidelity), investment advisors (including Mercer), trustees, auditors, lawyers, and consultants.

d. “Released Claims” shall mean any and all actual or potential claims (including Unknown Claims), actions, causes of action, demands, rights, obligations, damages, and liabilities (including claims for attorneys’ fees, expenses, or costs), arising under federal, state, or local law, whether by statute, contract, tort, equity, or otherwise, whether brought in an individual or representative capacity, whether known or unknown, suspected or unsuspected, for monetary, injunctive, equitable, and any other relief (collectively, “Claims”) against the L3Harris Releasees (as defined in Section 1.29 of the Settlement Agreement) through the date the Court enters the Final Approval Order and Judgment that were asserted in the Action; or that arise

out of, relate to, are based on, or have any connection with any of the allegations, acts, omissions, facts, events, matters, transactions, occurrences, or conduct alleged or asserted in the Action, whether or not pleaded in the Amended Complaint; or that arise out of, relate to, are based on, or have any connection with: (1) the selection, monitoring, oversight, retention, fees, expenses, or performance of the Former Plan's investments, investment options, or service providers, including without limitation its administrative and/or recordkeeping service providers, investment advisors, auditors, trustees, and L3Harris Releasees in their role as service provider to the Former Plan; (2) the selection, nomination, appointment, retention, monitoring, and removal of the Former Plan's fiduciaries; (3) fees, costs, or expenses charged to, paid, or reimbursed by the Former Plan or participants of the Former Plan; (4) the services provided to the Former Plan or the cost of those services; (5) any alleged breach of the duty of loyalty, care, prudence, diversification, or any other fiduciary duties relating to the Former Plan's investments, investment options, or service providers; (6) any amounts charged to participants of the Former Plan, including but not limited to recordkeeping and administrative fees; (7) any use of the Former Plan's forfeiture account; and/or (8) any assertions with respect to any fiduciaries or service providers of the Former Plan (or the selection or monitoring of those fiduciaries) in connection with the foregoing.

As of the Effective Date, all Settlement Class Members and their successors and

assignees are permanently enjoined, either directly, representatively, or in any other capacity, from prosecuting, instituting, or commencing any individual, class, representative, or other action with respect to the Released Claims against any of the L3Harris Releasees.

14. The terms of the Settlement Agreement and of this Final Approval Order shall be forever binding on the Class Representatives, Settlement Class Members, and all of their successors and assigns, and the Settlement shall have *res judicata* and other preclusive effect in all pending and future claims, lawsuits, or other proceedings involving the Released Claims.

15. In recognition of their work, the time and expenses incurred on behalf of the Settlement Class, and the value of the results achieved on behalf of the Settlement Class, pursuant to the terms of the Settlement Agreement, Class Counsel shall be entitled to receive their Attorneys Fees' and Expenses in the amounts set forth by the Court in its separate order addressing the motion of Class Counsel for such awards from the Settlement Fund.

16. Without affecting the finality of this Final Approval Order in any way, this Court hereby retains continuing jurisdiction over (a) implementation of the Settlement and any award or distribution of the Distributable Settlement Amount; and (b) the Parties and the Settlement Class Members for purposes of construing, enforcing and administering the Agreement.

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

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U.S. District Court Judge Paul G. Byron

## EXHIBIT B



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

**If you were a participant in the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019, you may benefit from this class action settlement.**

*The case is Robert Stengl, et al. v. L3Harris Technologies, Inc, the Board of Directors of L3Harris Technologies, Inc., the Investment Committee of L3Harris Technologies, Inc., No. 6:22-cv-00572-PGB-LHP (M.D. Florida).*

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

This notice advises you of a settlement (the “Settlement”) of a lawsuit against L3Harris Technologies, Inc., the Board of Directors of L3Harris Technologies, Inc., and the Investment Committee of L3Harris Technologies, Inc. and their corporate predecessors (collectively, “L3Harris”). In the lawsuit, Plaintiffs allege various claims related to the operation of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan (collectively, the “Plan”). Plaintiffs claim that the Plan fiduciaries should not have selected and maintained certain funds as investment options in the Plan and allowed the Plan to pay higher recordkeeping and administrative fees than necessary to the Plan’s recordkeepers. Plaintiffs also alleged that the L3Harris Board of Directors failed to monitor the Plan’s fiduciaries. L3Harris denies all the allegations in the lawsuit and contends that its conduct was entirely proper. You should read this entire notice carefully because your legal rights will be affected whether you act or not.

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

## **BASIC INFORMATION**

### **1. Why did I get this notice?**

You are receiving this notice because the Plan's records indicate that you were a participant in the Plan during the period from November 23, 2015 through December 31, 2019. As such, your rights will be affected by the Settlement of this lawsuit.

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

### **2. What this Lawsuit is about?**

A lawsuit was filed in the United States District Court for the Middle District of Florida against L3Harris. The lawsuit alleges that L3Harris violated ERISA with respect to the Plan. The individuals who are pursuing the lawsuit ("Plaintiffs") claim that L3Harris should not have selected and maintained certain funds as investment options in the Plan, and that the Plan paid higher recordkeeping and administrative fees than necessary to the Plan's recordkeepers. Plaintiffs also alleged that the L3Harris Board of Directors failed to monitor the Plan's fiduciaries.

L3Harris denies the allegations in the lawsuit and contends that its conduct was entirely proper. L3Harris has asserted, and would assert should the litigation continue, a number of defenses to Plaintiffs' claims.

### **3. What is a class-action lawsuit?**

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

### **4. Why is there a Settlement?**

The Parties have agreed to the Settlement after extensive negotiations. By agreeing to the Settlement, the Parties avoid the costs and risks of further litigation, and Plaintiffs and the other members of the Settlement Class will receive compensation and other benefits. Class Counsel have conducted a review of the evidence in the case and the potential risks and benefits of continued litigation and believe that the Settlement is in the best interest of the class. The Court has not made any finding that L3Harris has done anything wrong or violated any law or regulation.

The Plan has retained an independent fiduciary to evaluate the fairness of the Settlement. The independent fiduciary is Fiduciary Counselors Inc.

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

This notice is only a summary of the lawsuit and the proposed Settlement. It is not a complete description of the lawsuit or the proposed Settlement. You may inspect the pleadings and other papers (including the Settlement Agreement) that have been filed in this lawsuit at the office of the Clerk of the United States District Court for the Middle District of Florida, which is located at 401 West Central Boulevard, Orlando, Florida 32801. You may also review documents electronically through Public Access to Court Records, which is available as [www.pacer.gov](http://www.pacer.gov).

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

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

**THE SETTLEMENT BENEFITS – WHAT YOU MAY GET**

**6. What does the Settlement provide?**

Plaintiffs and L3Harris have agreed to a settlement that involves monetary payments to participants. These and other terms of the Settlement are set forth in the Class Action Settlement Agreement dated [date] (“Settlement Agreement”), and described briefly below.

As part of the Settlement, L3Harris has agreed to make a one-time payment of \$650,000 (the “Settlement Amount”). After deduction from the Settlement Amount for any amounts that the Court approves for settlement-related expenses (including Attorneys’ Fees and Expenses to Class Counsel, certain fees for retaining an Independent Fiduciary, Administration Costs, and Taxes and Tax-Related Costs), and any amounts to the Class Representatives as case contribution awards, the remaining amount (known as the “Distributable Settlement Amount”) will be distributed to Settlement Class Members. Settlement Class Members are persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the Plan from November 23, 2015 through December 31, 2019. However, to avoid disproportionate expenses in particular cases, the Parties have agreed that no distribution will be made to any Settlement Class Member who (1) is no longer a participant in the current L3Harris 401(k) plan and (2) would otherwise be entitled to an amount of less than \$5.00 from the Distributable Settlement Amount. Settlement Class Members who are participants in the current L3Harris 401(k) plan are *not* subject to this restriction. The Plan of Allocation is posted on the Settlement Website.

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

Settlement Class Members who have a positive balance in their L3Harris 401(k) plan account at the time of the distribution will receive any settlement proceeds through a deposit into their L3Harris 401(k) plan account. To the extent feasible and ascertainable, those settlement proceeds will be invested in accordance with each Settlement Class Member’s instructions for investment of new contributions at the time the distribution is made, or, if no such instructions are in effect, to the applicable qualified default investment option. The distribution is estimated to occur on or

around [date]. Settlement Class Members who do not have a positive balance in their L3Harris 401(k) plan account as of the date of distribution (“Former Participants”) will receive a check from the Settlement Administrator.

**8. How will I benefit from the Settlement?**

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

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

The Class Representatives will be entitled to receive benefits of the Settlement because they are Settlement Class Members. Plaintiffs will make an application to the Court for an award of case contribution awards not to exceed \$5,000 each for their service in the Action. It is up to the Court whether to grant any or all of the requested amount.

**THE SETTLEMENT BENEFITS – WHAT YOU GIVE UP**

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

In exchange for L3Harris’ payment of the Settlement Amount, all Settlement Class Members will release any claims they have related to the lawsuit and be prohibited from bringing or pursuing any other lawsuits or other actions based on such claims.

**THE LAWYERS REPRESENTING YOU**

**11. Do I have a lawyer in this case?**

Yes. In granting preliminary approval of the proposed Settlement, the Court appointed the Plaintiffs’ lawyers to serve as “Class Counsel” for the Settlement Class. The attorneys for the Settlement Class are as follows:

Mark K. Gyandoh  
James A. Wells  
Thomas J. Sinclair  
Capozzi Adler P.C.  
312 Old Lancaster Road  
Merion Station, PA 19066  
Telephone: (610) 890-0200  
markg@capozziadler.com  
jayw@capozziadler.com  
thomass@capozziadler.com

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

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

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

**OBJECTING TO THE SETTLEMENT**

**13. What does it mean to object?**

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

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

Prior to the Final Approval Hearing, Settlement Class Members will have the opportunity to object to approval of the Settlement. Settlement Class Members can object to the Settlement and give reasons why they believe that the Court should not approve it. To object, you must send your objection to the Court, at U.S. District Court, Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801, and to the Parties at the following addresses:

To Class Counsel:

Mark K. Gyandoh Capozzi Adler P.C. 312 Old Lancaster Road Merion Station, PA 19066
---

To Defendants' Counsel:

Mark B. Blocker Sidley Austin LLP One South Dearborn Street Chicago, IL 60603
--

Objections must be filed with the Court Clerk on or before [date]. Objections filed after that date

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

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

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

**THE COURT’S FINAL APPROVAL HEARING**

**16. What is a final approval hearing?**

The Court has granted preliminary approval of the proposed Settlement, finding that it is sufficiently reasonable to warrant such preliminary approval, and has approved delivery of this notice to Settlement Class Members. The Settlement will not take effect, however, until it receives final approval from the Court following an opportunity for Settlement Class Members to object to the Settlement. Following the deadline for objecting to the Settlement, the Court will hold a Final Approval Hearing on [date] to consider any objections. The Final Approval Hearing will take place at [time] at the United States District Court for the Middle District of Florida, located at 401 West Central Boulevard, Orlando, Florida 32801. The date and location of the Final Approval Hearing is subject to change by Order of the Court, which will appear on the Court’s docket for this case.

**17. Can I attend the Final Approval Hearing?**

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

personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

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

**18. Where can I get more information?**

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

Dated: March \_\_, 2024

By: \_\_\_\_\_  
Order of the United States District Court  
District Judge Paul G. Byron

## EXHIBIT C



UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,  
GARY K. COLLEY, LESLIE D. DIAZ,  
AMAYA JOHNSON, WILLIAM A.  
MCKINLEY, AND JOHN KARIPAS,  
INDIVIDUALLY AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,  
THE BOARD OF DIRECTORS OF  
L3HARRIS TECHNOLOGIES, INC.,  
AND THE INVESTMENT  
COMMITTEE OF L3HARRIS  
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

**PLAN OF ALLOCATION**

**I. DEFINITIONS**

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

**II. CALCULATION OF ALLOCATION AMOUNTS**

A. In accordance with paragraph 4.1 of the Settlement Agreement, Defendants shall direct the current recordkeeper for the Plan to provide the Settlement Administrator with reasonably obtainable participant data to determine the amount of each Settlement Class Member's allocable portion of the

Distributable Settlement Amount (as defined in Sections 1.15 and 3.2(a) of the Settlement Agreement) in accordance with this Plan of Allocation.

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

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

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

D. The amounts resulting from this initial calculation shall be known as the Preliminary Entitlement Amount. Current Participants with a Preliminary

Entitlement Amount of \$0 shall not receive a distribution from the Net Settlement Amount. Former Participants who are entitled to a distribution of \$5.00 or less (the Former Participant De Minimis Amount) will not receive a distribution from the Distributable Settlement Amount. The Settlement Administrator shall recalculate the entitlement amount excluding those participants described in the preceding two sentences. The resulting calculation shall be the “Final Entitlement Amount” for each Settlement Class Member entitled to a distribution. The sum of the Final Entitlement Amount for each remaining Settlement Class Member must equal the dollar amount of the Distributable Settlement Amount.

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

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

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

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

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

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

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

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

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

### **III. QUALIFICATIONS AND CONTINUING JURISDICTION**

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

## EXHIBIT D

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

ROBERT STENGL, DANIEL WILL,  
GARY K. COLLEY, LESLIE D. DIAZ,  
AMAYA JOHNSON, WILLIAM A.  
MCKINLEY, AND JOHN KARIPAS,  
INDIVIDUALLY AND ON BEHALF OF ALL  
OTHERS SIMILARLY SITUATED,

Plaintiffs,

v.

L3HARRIS TECHNOLOGIES, INC.,  
THE BOARD OF DIRECTORS OF  
L3HARRIS TECHNOLOGIES, INC.,  
AND THE INVESTMENT  
COMMITTEE OF L3HARRIS  
TECHNOLOGIES, INC.,

Defendants.

Case No.: 6:22-cv-00572-PGB-LHP

**PRELIMINARY APPROVAL ORDER**

This matter came to before the Court on Plaintiffs' Motion for Preliminary Approval of Class Action Settlement. In connection with that motion, the Court has considered and reviewed the following materials: (a) Plaintiffs' Motion for Preliminary Approval (the "Motion"), and the papers filed in connection therewith; and (b) the Class Action Settlement Agreement dated March 1, 2024 and the exhibits attached thereto (the "Settlement Agreement"). In addition, the Court has considered the arguments of counsel and the pleadings and record in this case. This Court has

considered all of the foregoing materials and information and finds that there is good cause for granting the Motion.

**NOW THEREFORE, IT IS HEREBY ORDERED:**

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

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

3. Venue before this Court is proper pursuant to 29 U.S.C. § 1132(e)(2).

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

**Class Certification for Settlement Purposes**

5. The Court previously granted Plaintiffs' Unopposed Motion for Class Certification (ECF No. 92) on June 5, 2023, appointing class representatives and class



counsel, and certifying the following class pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure:

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, and either (i) paid recordkeeping and administration fees at any time from November 23, 2015 through July 1, 2018 (the “Recordkeeping Class Period”), or (ii) were invested in allegedly imprudent investment options from November 23, 2015 through December 31, 2019 (the “Imprudent Investment Class Period”).

6. The Court hereby modifies the class definition pursuant to Rules 23(a) and (b)(1) of the Federal Rules of Civil Procedure and certifies for settlement purposes only the following Settlement Class (the “Class” or the “Settlement Class”):

All persons, except Defendants and their immediate family members, who were participants in or beneficiaries of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, from November 23, 2015 through December 31, 2019.

7. The Court hereby finds that pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs are adequate class representatives and certifies them as Class Representatives for the Class, and appoints the law firm of Capozzi Adler P.C. as Class Counsel. Plaintiffs and Class Counsel have fairly and adequately represented the Class in terms of both litigating the claims of the Class and entering into and implementing the Settlement, and have satisfied all the requirements of Federal Rules of Civil Procedure 23(a)(4) and 23(g), respectively.

#### **Class Notice**

8. The Court approves the Long Form and Short Form Postcard Settlement Notices (“Notices”) in the forms attached as Exhibits B and E, respectively, to the

Settlement Agreement. The Parties may make non-substantive changes to the Notices, such as filling in the applicable dates and correcting any typographical errors or addressing similar issues.

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

10. Within forty-five (45) days after entry of this Order, the Settlement Administrator shall cause copies of the Short Form Postcard Settlement Notice to be sent via first-class U.S. mail, postage pre-paid to each Settlement Class Member through the notice procedure described in the Settlement Agreement. The Long Form Settlement Notice shall be made available on the Settlement Website within 14 days after entry of this Order.

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

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

**Final Approval Hearing**

13. The Court will hold a Final Approval Hearing on \_\_\_\_\_, 2024 [date no earlier than 110 days from date of preliminary approval] at \_\_:\_\_.m. in Courtroom 4B of the George C. Young Federal Annex Courthouse, United States District Court for the Middle District of Florida, located at 401 West Central Boulevard, Orlando, Florida 32801, for the following purposes: (a) to determine whether the proposed Settlement is fair, reasonable, adequate, and in the best interests of the Class and should be approved by the Court; (b) to determine whether a Final Approval Order substantially in the form attached as Exhibit A to the Settlement Agreement should be entered pursuant to the terms of the Settlement, dismissing with prejudice all claims asserted in the Action against Defendants with respect to Settlement Class Member(s); (c) to determine whether the proposed Plan of Allocation for the proceeds of the Settlement is fair and reasonable and should be approved; (d) to determine whether the separate motion for payment of Attorneys' Fees and Expenses to Class Counsel and Case Contribution Awards for the Class Representatives should be approved; and (e) to consider any other matters that may properly be brought before the Court in connection with the Settlement. Notice of the Settlement and the Final Approval Hearing shall be given to Class Members as set forth in Paragraph 10 of this Order.

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

**Appearance and Objections at Settlement Hearing**

15. The Court will consider written comments and objections to the Settlement Agreement, to the Plan of Allocation, and to the proposed award of Attorneys' Fees and Expenses and Class Representatives' Case Contribution Awards, only if such written comments or objections are filed with the Court Clerk not later than 21 days before the Final Approval Hearing and comply with the requirements of Paragraph 16 below, and are served on the Parties at the following addresses:

For Filing with the Court:

United States District Court  
for the Middle District of Florida  
401 West Central Boulevard  
Orlando, Florida 32801

To Class Counsel:

Mark K. Gyandoh  
CAPOZZI ADLER P.C.  
312 Old Lancaster Road  
Merion Station, PA 19066  
Telephone: (610) 890-0200  
Facsimile: (717) 233-4103  
markg@capozziadler.com

To Defendants' Counsel:

Mark B. Blocker  
SIDLEY AUSTIN LLP  
One South Dearborn Street  
Chicago, IL 60603

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

17. Anyone who files and serves a timely, written comment or objection in accordance with this Order may also appear at the Final Approval Hearing either in person or through qualified counsel retained at their own expense. Those persons or their attorneys intending to appear at the Final Approval Hearing must serve a notice of intention to appear setting forth, among other things, the name, address, and telephone number of the Settlement Class Member (and, if applicable, the name, address, and telephone number of that Settlement Class Member's attorney) on Class Counsel and Defendants' Counsel (at the addresses set out above) and file it with the Court Clerk by not later than 21 days before the Final Approval Hearing. Anyone who

does not timely file and serve a notice of intention to appear in accordance with this Paragraph shall not be permitted to appear at the Final Approval Hearing, except by Order of the Court for good cause shown. Any comment or objection that is timely filed will be considered by the Court even in the absence of a personal appearance by the Settlement Class Member or that Settlement Class Member's counsel.

**Additional Issues**

18. The Court approves the retention of Analytics Consulting LLC ("Analytics") as the Settlement Administrator.

19. The Court approves the selection of Analytics as the Escrow Agent. The contents of the Settlement Fund held by Analytics as Escrow Agent shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time as they shall be distributed pursuant to the Settlement Agreement and/or further Order(s) of the Court.

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

**Termination of Settlement**

21. If the Settlement is terminated or not approved, or if the Effective Date of the Settlement does not occur, this Order shall become null and void and be without prejudice to the rights of Plaintiffs, the Settlement Class Members, and Defendants, and the Settling Parties shall be deemed to have reverted to their respective positions in this Action as of December 21, 2023.

**Supporting Papers**

22. Plaintiffs shall file their motion for final approval of the proposed Settlement and their motion for Attorneys' Fees and Expenses and Class Representative's Case Contribution Awards no later than thirty (30) calendar days before the date for filing Objections set forth in Paragraph 17.

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

**Use of Order**

24. This Order is not admissible as evidence for any purpose against Defendants in any pending or future litigation involving any of the Parties. This Order (a) shall not give rise to any inference of, and shall not be construed or used as an admission, concession, or declaration against Defendants of, wrongdoing or liability in the Action or any other proceeding; (b) is not an admission of any liability of any kind, whether legal or factual; (c) shall not be used or received in evidence in any action or proceeding for any purpose, except in an action or proceeding to enforce the Settlement Agreement; (d) shall not be construed or used as an admission, concession,

or declaration by or against Plaintiffs or the Settlement Class that their claims lack merit or that the relief requested in the Action is inappropriate, improper, or unavailable; (e) shall not be construed or used as an admission, concession, declaration or waiver by any Party of any arguments, defenses, or claims he, she, or it may have, including, but not limited to, any objections by Defendants to class certification, in the event that the Settlement Agreement is terminated. This Order and the Settlement Agreement and any proceedings taken pursuant to the Settlement Agreement are for settlement purposes only. Defendant specifically denies any fault, breach, liability or wrongdoing.

**Jurisdiction**

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

SO ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
U.S. District Court Judge Paul G. Byron



## EXHIBIT E

*Robert Stengl, et al. vs. L3Harris Technologies, Inc., et al.*  
c/o Analytics Consulting, LLC  
[address]

[Postage Prepaid]

***COURT-ORDERED LEGAL NOTICE***

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

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

Name  
Address  
City, State  
Zip

**If you were a participant or beneficiary of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan, between November 23, 2015 and December 31, 2019, your rights may be impacted by a proposed settlement of a class action lawsuit.**

**THIS CARD PROVIDES ONLY LIMITED INFORMATION ABOUT THE CLASS ACTION.**

Please visit [www.], email [settlement@capozziadler.com](mailto:settlement@capozziadler.com) (writing L3Harris Settlement in the subject line), or call (xxx) xxx-xxxx for more information. A federal court has authorized this notice. This is not a solicitation from a lawyer. You are receiving this Notice of Class Action Settlement (“Notice”) because the records of the L3 Technologies Master Savings Plan, which was formerly known as the L-3 Communications Master Savings Plan (the “Plan”), indicate that you were a participant in the Plan during the period November 23, 2015 through December 31, 2019 (the “Class Period”). This Notice advises you of basic information about your options. A Long Form Settlement Notice is available at [www.].

<b>YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT</b>	
<b>YOU ARE NOT REQUIRED TO FILE A CLAIM IF YOU ARE ENTITLED TO A PAYMENT UNDER THE SETTLEMENT AGREEMENT.</b>	If the Settlement is approved by the Court and you are a member of the Settlement Class, you will not need to file a claim in order to receive a Settlement payment if you are entitled to receive a payment under the Settlement Agreement.
<b>HOW SETTLEMENT PAYMENTS WILL BE DISTRIBUTED.</b>	If you currently have a positive account balance in the Plan and are a Settlement Class Member, any share of the Distributable Settlement Amount to which you are entitled will be deposited into your Plan account. If you are a Former Participant ( <i>i.e.</i> , no longer a participant in the Plan) and are a Settlement Class Member, such funds to which you are entitled shall be paid directly to you by the Settlement Administrator by check. Not all Settlement Class Members will receive a payment, and it may take several months for the payments to be made.
<b>YOU MAY OBJECT TO THE SETTLEMENT BY</b> [redacted].	If you wish to object to any part of the Settlement, you may write to the Court and the attorneys for the Parties about why you object to the Settlement. Address your objection to: Clerk of the Court, United States District Court for the Middle District of Florida, 401 West Central Boulevard, Orlando, Florida 32801. You should also email a copy of your objection to Class Counsel and Defense Counsel at <a href="mailto:settlement@Capozziadler.com">settlement@Capozziadler.com</a> (writing “L3Harris Settlement” in the subject line)
<b>YOU MAY ATTEND THE FINAL APPROVAL HEARING TO BE HELD ON</b> [redacted].	If you submit a written objection to the Settlement to the Court and counsel before the Court-approved deadline, you may (but do not have to) attend the Final Approval Hearing about the Settlement and present your objections to the Court. You may attend the Final Approval Hearing even if you do not file a written objection, but you will only be allowed to speak at the Final Approval Hearing if you file a written objection by the Court-approved deadline in advance of the Final Approval Hearing AND you file a notice of intention to appear, as described in the answer to Question Nos. 14 and 17 in the Long Form Settlement Notice.

**Do not contact the Court or Defendants for information about the Settlement. All questions should be directed to Analytics Consulting, LLC or Class Counsel, or visit the website listed herein.**

## EXHIBIT 2

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF ROBERT L. STENGL IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, Robert L. Stengl, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in Cascade, CO and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2016 through 2019. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

DocuSigned by:  
*ROBERT STENGL*  
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Robert L. Stengl

## EXHIBIT 3



**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF DANIEL WILL IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, Daniel Will, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby  
declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in West Chester, PA and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2016 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

DocuSigned by:  
*Daniel Will*  
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Daniel Will

## EXHIBIT 4

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF GARY K., COLLEY IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, Gary K. Colley, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in Harriman, TN and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2010 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

DocuSigned by:  
*Gary Colley*  
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\_\_\_\_\_  
Gary K. Colley

## EXHIBIT 5



**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF LESLIE D. DIAZ IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, Leslie D. Diaz, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in North Andover MA and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2017 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

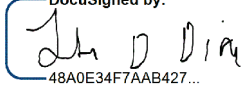
5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

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\_\_\_\_\_  
Leslie D. Diaz

## EXHIBIT 6

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF AMAYA JOHNSON IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, Amaya Johnson, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in Reno, NV and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2011 through 2019. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

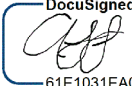
5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

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Amaya Johnson

## EXHIBIT 7



**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF WILLIAM A. MCKINLEY IN SUPPORT  
OF PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY  
APPROVAL OF CLASS ACTION SETTLEMENT, PRELIMINARY  
CERTIFICATION OF SETTLEMENT CLASS, APPROVAL OF CLASS  
NOTICE, APPROVAL OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, William A. McKinley, make this Declaration pursuant to 28 U.S.C. § 1746,  
and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in Hebron, OH, but I lived in Roseville, CA prior to 2024.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 2016 through 2020. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).

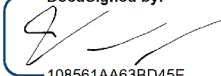
5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/27/2024

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\_\_\_\_\_  
William A. McKinley

## EXHIBIT 8

**UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA**

ROBERT J. STENGL, DANIEL )  
WILL, RONALD F. KOSEWICZ, )  
GARY K. COLLEY, LESLIE D. )  
DIAZ, AMAYA JOHNSON, )  
WILLIAM A. MCKINLEY and )  
JOHN KARIPAS, individually and )  
on behalf of all others similarly )  
situated, )

**CASE NO:  
6:22-cv-00572-PGB-LHP**

Plaintiffs, )

v. )

L3HARRIS TECHNOLOGIES, )  
INC., THE BOARD OF )  
DIRECTORS OF L3HARRIS )  
TECHNOLOGIES, INC., THE )  
INVESTMENT COMMITTEE OF )  
L3HARRIS TECHNOLOGIES, )  
INC. and JOHN DOES 1-30. )

Defendants. )

**DECLARATION OF PLAINTIFF JOHN KARIPAS IN SUPPORT OF  
PLAINTIFFS’ UNOPPOSED MOTION FOR PRELIMINARY APPROVAL  
OF CLASS ACTION SETTLEMENT, PRELIMINARY CERTIFICATION  
OF SETTLEMENT CLASS, APPROVAL OF CLASS NOTICE, APPROVAL  
OF PLAN OF ALLOCATION,  
AND SCHEDULING OF A FAIRNESS HEARING**

I, John Karipas, make this Declaration pursuant to 28 U.S.C. § 1746, and hereby declare as follows:

1. I am a Plaintiff in this action, listed in the operative Complaint.

2. I currently reside in Commack, NY and have lived there during the entirety of this action.

3. From the inception of this case, I have been represented by the Pennsylvania law firm of Capozzi Adler, P.C.

4. I worked at L3Harris Technologies, Inc. from 1999 through 2023. While employed at L3Harris Technologies, Inc., I participated in the L3Harris Retirement Savings Plan (the “Plan”).


5. I joined the L3Harris Technologies, Inc. lawsuit because I felt I could contribute to the cause. I understood the lawsuit was on behalf of the Plan and a class of people just like me who were participants in the Plan. I wanted to be a Plaintiff in this case because I believed that L3Harris Technologies, Inc. had not been doing a good enough job managing the Plan. In joining this lawsuit, I hoped to obtain a monetary recovery for myself and all other similarly situated participants in the Plan.

6. I have conferred regularly with my attorneys at Capozzi Adler, P.C. throughout this litigation. I also receive written updates on the litigation by email and letters. My attorneys and I also discussed the events surrounding the settlement negotiations. I discussed and will continue to discuss in more detail the proposed Settlement following the successful settlement negotiations. I have also gathered relevant documents and provided them to my attorneys throughout the litigation.

Had this litigation continued, I was fully prepared to present at a deposition and appear at trial, if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 2/28/2024

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John Karipas