IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

RICHARD DENNIS and PORT 22, LLC, on behalf of themselves and all others similarly situated,

Plaintiffs,

v.

THE ANDERSONS, INC., and CARGILL, INC., and JOHN/JANE DOES NOS. 1-50

Defendants.

Case No.: 1:20-cv-4090

Honorable Robert W. Gettleman
Magistrate Judge Keri L. Holleb Hotaling

ORDER OF FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

This matter came before the Court for a duly-noticed hearing on November 12, 2026 (the "Settlement Hearing"), upon Plaintiffs'[1] Motion for Final Approval of Class Action Settlement, which was consented to by Defendants.[2] Due and adequate notice of the Stipulations[3] having been given to Settlement Class Members, the Settlement Hearing having been held and the Court having considered all papers filed and proceedings had herein, and otherwise being fully informed in the premises and good cause appearing therefore,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. This Order of Final Approval of Settlement with Cargill, Incorporated and The Andersons, Inc. and Final Judgment ("Final Approval Order and Final Judgment") hereby incorporates by reference the definitions in the Stipulations, and all terms used herein, except as otherwise expressly defined herein, shall have the same meanings as set forth in the Stipulations.

2. The Court finds that it has subject matter jurisdiction under 28 U.S.C. § 1331 to enter this Final Approval Order and Final Judgment and has personal jurisdiction over the Parties (in this Action only and for purposes of this Settlement only) and all Settlement Class Members.

3. For purposes of the settlement of the Settled Claims set forth in the Stipulations (the "Settlement"), the Court hereby finally certifies the Settlement Class as defined in the Stipulations, which were preliminarily approved by the Court's July 14, 2026 Order ("Preliminary Approval Order"). ECF No. 286. Based on the record, the Court reconfirms that the applicable

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[1] "Plaintiffs" are Richard Dennis and Port 22, LLC.

[2] "Defendants" are Cargill, Incorporated ("Cargill") and The Andersons, Inc. ("TAI"). The "Parties" are Defendants and Plaintiffs, collectively.

[3] "Stipulations" means the Stipulation and Agreement of Settlement with Cargill, Incorporated (ECF No. 285-1) and the Stipulation and Agreement of Settlement with The Andersons, Inc. (ECF No. 285-2), entered into on May 27, 2026.

provisions of Rule 23 of the Federal Rules of Civil Procedure have been satisfied for purposes of the Settlement.

4. In so holding, the Court finds that, solely for purposes of settlement, the Settlement Class meets all of the applicable requirements of FED. R. CIV. P. 23(a) and (b)(3). The Court hereby finds, in the specific context of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all Class Members is impracticable, FED. R. CIV. P. 23(a)(1); (ii) common questions of law and fact exist with regard to Defendants' alleged manipulation of the market for CBOT Wheat Futures or Options, FED. R. CIV. P. 23(a)(2); (iii) Plaintiffs' claims in this litigation are typical of those of the Class Members, FED. R. CIV. P. 23(a)(3); and (iv) Plaintiffs' interests do not conflict with, and are co-extensive with, those of absent Class Members, all of whose claims arise from the identical factual predicate, and Plaintiffs and Class Counsel have adequately represented the interests of all Class Members, FED. R. CIV. P. 23(a)(4). The Court also finds that, for purposes of settlement, common issues of fact and law predominate over any questions affecting only individual members and that a class action is superior to other available methods for fairly and efficiently adjudicating this controversy. FED. R. CIV. P. 23(b)(3). Plaintiffs are certified as representatives of the Settlement Class. Pursuant to FED. R. CIV. P. 23(g), Lowey Dannenberg, P.C. and Kirby McInerney LLP are certified as class counsel for the Settlement Class.

5. The Court finds that the Long Form Notice, Short Form Notice, Postcard Notice, Settlement Website, and Class Notice plan implemented pursuant to the Stipulations and the Court's Preliminary Approval Order: (a) constituted the best notice practicable under the circumstances; (b) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of the pendency of this Action, of their right to object to the proposed Settlement, of their right to appear at the Settlement Hearing, of the Distribution Plan, and of Class

Counsel's application for an award of attorneys' fees, for award of expenses associated with the Action, and for any Service Award; (c) provided a full and fair opportunity to all Class Members to be heard with respect to the foregoing matters; and (d) met all applicable requirements of Federal Rule of Civil Procedure 23, Due Process, and any other applicable rules or law. Based upon Defendants' notice to the Court dated August 4, 2026, the Court further finds that Defendants have complied with the obligations imposed on it under the Class Action Fairness Act of 2005, 28 U.S.C. § 1715.

6. The Court finds that no timely objections to the proposed Settlement have been submitted. Notwithstanding the lack of objections, the Court has independently reviewed and considered all relevant factors and has conducted an independent examination into the propriety of the proposed Settlement.

7. It is hereby determined that Plaintiffs and the Releasing Parties are bound by the Stipulations and this Final Approval Order and Final Judgment, and the Action and the Settled Claims against any of the Released Parties, as provided under the Stipulations, are hereby dismissed with prejudice and released. The Parties shall bear their own costs, except as otherwise provided in the Stipulations.

8. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finally approves the Settlement set forth in the Stipulations. This Court finds that the Settlement meets all requirements of Rule 23(e) of the Federal Rules of Civil Procedure and is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class, including Plaintiffs. This Court further finds that the Settlement set forth in the Stipulations is the result of arm's-length, non-collusive negotiations between experienced counsel representing the interests of the Parties, that Class Counsel and Plaintiffs adequately represented the Settlement Class for the purpose of

entering into and implementing the Stipulations, that the relief provided for the Settlement Class is adequate, that the Stipulations and Distribution Plan treat Class Members equitably relative to each other, and the record is sufficiently developed and complete to have enabled Plaintiffs and Defendants to have adequately evaluated and considered their positions. Accordingly, the Settlement embodied in the Stipulations is hereby approved in all respects. The Parties are hereby directed to carry out the Stipulations in accordance with all of their terms and provisions, including the termination provisions.

9. Notwithstanding the entry of this Final Approval Order and Final Judgment, if the Stipulations are validly terminated by Plaintiffs or Defendants, are disapproved in whole or in part by the Court, any appellate court, or any other court of review, or do not become Final, then the provisions of this Final Approval Order and Final Judgment dismissing Plaintiffs' claims shall be null and void with respect to such Settlement; Plaintiffs' claims shall be reinstated; Defendants' defenses shall be reinstated; the certification of the Settlement Class and Final approval of the proposed Settlement, and all actions associated with them, including but not limited to any requests for exclusion previously submitted and deemed to be valid, shall be vacated and be of no force and effect; the Stipulations, including exhibits and any and all negotiations, documents, and discussions associated with them and the releases set forth herein, shall be without prejudice to the rights of any Party and of no force or effect; and the Parties shall be returned to their respective positions before the Stipulations were signed. Notwithstanding the language in this Section, any provision(s) in the Stipulations that the Parties have agreed shall survive their termination shall continue to have the same force and effect intended by the Parties.

10. The Settlement Fund defined in the Stipulations has been established as a trust and shall be established as a fiduciary account (the "Settlement Fiduciary Account"). The Court further

approves the establishment of the Settlement Fiduciary Account under the Stipulations as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder. 26 U.S.C § 468B.

11. The Court appoints The Huntington National Bank to act as Escrow Agent for the Settlement Fund.

12. To the extent permitted by law, the Court reserves exclusive jurisdiction over the Settlement. The Court also retains exclusive jurisdiction to resolve any disputes that arise out of or relate to the Stipulations, the Settlement, or the Settlement Fund to consider or approve administration costs and fees, including but not limited to fees and expenses incurred to administer the Settlement after the entry of the Final Approval Order and Final Judgment and to consider or approve the amounts of distributions to Class Members. Any disputes involving Plaintiffs, Defendants, or Class Members concerning the implementation of the Stipulations shall be submitted to the Court.

13. The Court hereby confirms the appointment of A.B. Data, Ltd. as Settlement Administrator. Each Class Member must execute a release and covenant not to sue in conformity with the Stipulations, as incorporated into the Proof of Claim and Release form, to receive the Class Member's share(s), if any, of the Net Settlement Fund defined in the Stipulations. However, each Class Member's claims shall be released pursuant to Section 11 of the Stipulations, regardless of whether the Settlement Class Member executes a release and covenant not to sue pursuant to this paragraph 12.

14. The Court hereby approves the Releasing Parties'[4] releases of the Settled Claims[5] against the Released Parties[6] as set forth in the Stipulations and this Final Approval Order and Final Judgment, and, upon the Effective Date, the Releasing Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Settled Claims against the Released Parties. All Releasing Parties covenant and agree that they shall not hereafter seek to establish liability against any Released Party or any other Person based on the facts, conduct, or events, during the Class Period, underlying this Action. The Releasing Parties agree

[4] "Releasing Parties" means individually and collectively each Plaintiff and Settling Class Member, on behalf of himself, herself, or itself, each of his, her, or its respective past and present, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, affiliates, associates, divisions, joint ventures, predecessors, successors, and each of his, her, or its respective past or present officers, directors, stockholders, partners, managing directors, employees, agents, contractors, attorneys (including Class Counsel), legal or other representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, shareholders, advisors, and assigns, in their capacities as such.

[5] "Settled Claims" means any and all manner of claims, including Unknown Claims, causes of action, cross-claims, counter-claims, charges, liabilities, demands, judgments, suits, obligations, debts, setoffs, rights of recovery, or liabilities for any obligations of any kind whatsoever (however denominated), whether class, derivative, representative (including in a parens patriae capacity), or individual, in law or equity or arising under constitution, statute, regulation, ordinance, contract, or otherwise in nature, for fees, costs, penalties, fines, debts, expenses, attorneys' fees, and damages, whenever incurred, and liabilities of any nature whatsoever (including joint and several), known or unknown, suspected or unsuspected, asserted or unasserted, choate or inchoate, which the Releasing Parties ever had, now have, or hereafter can, shall, or may have, individually, representatively (including in a parens patriae capacity), derivatively, or in any capacity against Defendants or any other Released Parties arising from or relating in any way, directly or indirectly, to the facts, occurrences, transactions, conduct, matters, or events that were or could have been alleged or asserted in the Action against the Released Parties during the Class Period. The Settled Claims include, but are not limited to, any alleged damage, loss, or harm arising from or relating in any way—directly or indirectly—to Defendants' alleged manipulation of CBOT Wheat Futures or Options prices. The Parties intend that this term be interpreted broadly. For the avoidance of doubt, Settled Claims shall not include: (i) any claims relating to the enforcement of the Settlement and (ii) any claims of any Person or entity that submitted a timely and valid request for exclusion as directed in the notice of the Court's May 7, 2025 certification of the litigation Class in this Action or that submits a request for exclusion from the Settlement Class, to the extent exclusion is available, in connection with the Class Notice and whose request is accepted by the Court.

[6] "Released Parties" means Defendants, together with their respective past and present, direct and indirect corporate parents (including holding companies), subsidiaries, related entities, affiliates, associates, divisions, joint ventures, predecessors, successors, and each of their respective past or present officers, directors, stockholders, partners, managing directors, employees, agents, contractors, attorneys, legal or other representatives, trustees, trusts, heirs, beneficiaries, estates, executors, administrators, insurers, shareholders, advisors, and assigns, in their capacities as such.

not to rely on or use in any manner the Stipulations or the Settled Claims in connection with any other litigation.[7]

15. The Court declares that the Stipulations and the Final Approval Order and Final Judgment shall be binding on, and shall have *res judicata* and preclusive effect in, all pending and future lawsuits or other proceedings against a Released Party involving the Settled Claims that are maintained by or on behalf of Plaintiffs and each Releasing Party, whether or not they object to the Settlement and whether or not they make a claim for payment from the Net Settlement Fund, regardless of whether the Releasing Party previously initiated or subsequently initiates individual litigation or other proceedings involving the Settled Claims, and even if such Releasing Party never received actual notice of the Action or this proposed Settlement.

16. The Court permanently bars and enjoins Plaintiffs and all Releasing Parties from: (a) filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction against Defendants, the Released Parties, or any other Person based on the facts, occurrences, transactions, conduct, matters, or events, during the Class Period, underlying this Action; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration,

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[7] Although the foregoing releases are not general releases, with respect to any and all Settled Claims and Released Parties' Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiffs and the Released Parties shall expressly, and each of the other Releasing Parties shall be deemed to have, and by operation of the Final Judgment or Alternate Judgment, if applicable, shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, or any federal, state or foreign law, rule, regulation or common-law doctrine that is similar, comparable, equivalent, or identical to, or that has the effect in whole or part of, Section 1542 of the California Civil Code, which provides:

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

or other proceeding as a class action on behalf of any Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), against Defendants, the Released Parties, or any other Person based on the facts, occurrences, transactions, conduct, matters, or events, during the Class Period, underlying this Action; or (c) organizing Class Members into a separate group, class, or subclass for purposes of pursuing as a purported or mass class action any lawsuit or administrative, regulatory, arbitration, or other proceeding (including by seeking to amend a pending complaint to include class allegations, or seeking class certification in a pending action) against Defendants, the Released Parties, or any other Person based on the facts, occurrences, transactions, conduct, matters, or events, during the Class Period, underlying this Action.

17. The Court permanently bars and enjoins claims by any Person against the Released Parties for contribution, indemnification, or similar claims (however denominated) for all or a portion of any amounts paid or awarded in the Action—or any other action based on the facts, conduct, or events, during the Class Period, underlying this Action—by way of settlement, judgment, or otherwise, in the manner and to the fullest extent permitted under the law of Illinois or any other jurisdiction that might be construed or deemed to apply for claims of contribution, indemnification, or similar claims against any Released Party. Notwithstanding the foregoing, should any court determine that any Person is or was legally entitled to any kind of contribution or indemnification from the Released Parties arising out of or related to the Settled Claims, any money judgment subsequently obtained by the Releasing Parties against any Person shall be reduced to an amount such that, upon paying the entire amount, the Person would have no claim for contribution, indemnification, or similar claims against the Released Parties.

18. Neither the Stipulations (nor their exhibits), whether or not they shall become Final, nor any negotiations, documents exchanged among counsel for Plaintiffs and Defendants in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment are or shall be deemed or construed to be an admission, adjudication, or evidence of: (a) any violation of any statute or law or of any liability or wrongdoing by Defendants or any Released Party; (b) the truth of any of the claims or allegations alleged in the Action; (c) the incurrence of any damage, loss, or injury by any Person; (d) the existence or amount of any alleged manipulation of the market for CBOT Wheat Futures or Options; or (e) the propriety of certification of a class other than solely for purposes of the Settlement. Further, neither the Stipulations (nor their exhibits), whether or not it shall become Final, nor any negotiations, documents exchanged among counsel for Plaintiffs and Defendants in connection with settlement discussions, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable, offered or received in evidence, or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, by any Person, except if warranted by existing law in connection with a dispute under the Stipulations or an action (including this Action) in which the Stipulations are asserted as a defense. The Parties, without the need for approval from the Court, may adopt such amendments, modifications, and expansions of the Stipulations and all exhibits thereto as (i) shall be consistent in all material respects with the Final Approval Order and Final Judgment; and (ii) do not limit the rights of Settling Class Members.

19. Any data or other information provided by Class Members in connection with the submission of claims or requests for exclusion shall be held in strict confidence, available only to the Settlement Administrator, Class Counsel, and experts or consultants acting on behalf of the

Settlement Class, and such data or information shall be made available to Defendants or their experts and consultants only to the extent necessary to effect the Supplemental Agreement to the Stipulations. In no event shall a Class Member's data or personal information be made publicly available, except as provided for herein or upon Court Order for good cause shown.

20. The Proof of Claim and Release form, Distribution Plan, and the Supplemental Agreement referenced in the Settlement Agreement are each approved as fair, reasonable, and adequate.

21. The Settlement Administrator shall administer the claims administration process, including the calculation of claims submitted by Class Members and distribution of the Net Settlement Fund to Authorized Claimants, pursuant to the Court-approved Distribution Plan. All Class Members shall submit a Proof of Claim and Release ("Claim") under penalty of perjury by the date set forth in the Notice of Proposed Class Action Settlement, November 12, 2026 Settlement Hearing thereon, and Class Members' Rights sent to Class Members. Class Counsel may, in their discretion, accept for processing late-submitted Claims so long as the distribution of the Net Settlement Fund is not materially delayed.

22. If a Claim is deficient, the Settlement Administrator shall send the Class Member a deficiency letter which will give the Class Member at least twenty (20) days to cure the deficiency. If the Class Member fails to cure the deficiency within the specified period, the Settlement Administrator shall send the Class Member a letter notifying the Class Member that the Claim has been rejected. The rejection letter will advise the Class Member of the reason(s) for the rejection of the Claim and his, her, or its right to review the determination of the Claim. If the Claim is still rejected, the Class Member shall then be allowed to move this Court for review no

later than seven (7) days after Class Counsel submits an application for the distribution of the Net Settlement Fund to eligible claimants.

23. Separate orders shall be entered regarding Class Counsel's Fee and Expense Application and Plaintiffs' request for a Service Award. Such orders shall in no way affect or delay the finality of this Final Approval Order and Final Judgment and shall not affect or delay the Effective Date of the Settlement.

24. The word "days," as used herein, means calendar days. In the event that any date or deadline set forth herein falls on a weekend or federal or state legal holiday, such date or deadline shall be deemed moved to the first Business Day thereafter.

25. The Court directs that this Final Approval Order and Final Judgment shall be Final and entered forthwith.

IT IS SO ORDERED.

Signed this 17 day of November, 2026, at the Courthouse for the United States District Court for the Northern District of Illinois.

Robert W. Gettleman

The Honorable Robert W. Gettleman
United States District Court Judge

Schedule A: Opt-Outs

- COFCO International US LLC
- COFCO Resources S.A.
- COFCO Resources Pte Ltd.