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

STIPULATION AND AGREEMENT OF SETTLEMENT WITH CARGILL, INCORPORATED

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THIS STIPULATION AND AGREEMENT OF SETTLEMENT (the **"Stipulation"**) is made and entered into on May 27, 2026 (**"Execution Date"**). This Stipulation is entered into between Plaintiffs Richard Dennis and Port 22, LLC (collectively, "Plaintiffs") on behalf of themselves and the other Class Members by and through Class Counsel, and Defendant Cargill, Incorporated ("Cargill," and together with The Andersons, Inc., "Defendants") by and through Cargill's Counsel.[1]

WHEREAS, on July 10, 2020, Richard Dennis filed a putative class action in the Northern District of Illinois against The Andersons, Inc. ("TAI") alleging the manipulation of Chicago Board of Trade ("CBOT") wheat futures and options contracts ("CBOT Wheat Futures or Options") in violation of the Commodity Exchange Act, 7 U.S.C. §§1, *et seq*., the Sherman Antitrust Act, 15 U.S.C. § 1, and the common law;

WHEREAS, on October 9, 2020, Richard Dennis filed an Amended Class Action Complaint ("Complaint") adding Cargill and John/Jane Does Nos. 1-50 as Defendants;

WHEREAS, on July 9, 2021, the Court denied TAI's motion to transfer the action to the Northern District of Ohio and granted in part and denied in part Defendants' joint motion to dismiss with leave to replead;

WHEREAS, on August 9, 2021, Richard Dennis and Port 22, LLC filed a Second Amended Class Action Complaint;

WHEREAS, on May 3, 2022, the Court denied Defendants' partial motion to dismiss Plaintiffs' Sherman Act claims;

[1] All capitalized words and terms that are not otherwise defined in text have the meaning ascribed to them below in Section 1 entitled "Terms Used In This Stipulation."

WHEREAS, on February 9, 2023, Plaintiffs Richard Dennis, Michael Glass, and Port 22, LLC filed a Third Amended Class Action Complaint;

WHEREAS, on May 7, 2025, the Court certified the Class (defined herein) consisting of:

> All persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017. Excluded from the Class are Defendants and any parent, subsidiary, affiliate, or agent of any Defendant;

WHEREAS, Plaintiffs contend that they and the Class are entitled to monetary damages as a result of Defendants' conduct;

WHEREAS, Cargill denies each and every one of Plaintiffs' allegations of unlawful conduct and maintains it has good and meritorious defenses to the claims of liability and damages made by Plaintiffs;

WHEREAS, Cargill disclaims any wrongdoing or liability whatsoever and asserts that it is settling the claims against it to avoid the distraction and cost of further litigation;

WHEREAS, Plaintiffs and Cargill engaged in arm's-length negotiations through counsel to resolve the Action;

WHEREAS, based on their independent investigation and the discovery and expert record in the Action, Class Counsel and Plaintiffs have concluded that the terms and conditions of this Stipulation are fair, reasonable, and adequate to and in the best interests of Plaintiffs and the Class, and determined that it is in the best interests of the Class to enter into this Stipulation to avoid the uncertainties of complex litigation and to assure a benefit to the Class;

WHEREAS, based on Plaintiffs' direct oversight of the prosecution of this matter and with the advice of their counsel, each Plaintiff has agreed to this Settlement with Cargill pursuant to the terms and provisions of this Stipulation, after considering (i) the substantial benefits the Class will receive from the Settlement, (ii) the significant risks of litigation and trial, and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation;

WHEREAS, Cargill denies any liability, fault, or wrongdoing of any kind in connection with the allegations in the Action and is entering into this Stipulation to eliminate the uncertainty, burden, and expense of further protracted litigation;

WHEREAS, Plaintiffs, for themselves individually and on behalf of each Class Member, and Cargill agree that neither this Stipulation nor any statement made in negotiation thereof shall be deemed or construed to be evidence or an admission of any violation of any statute or law or any liability or wrongdoing by any Party, or of the validity of any of Plaintiffs' claims or Cargill's defenses, and that neither this Stipulation nor any statement made in negotiation thereof may be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding;

WHEREAS, subject to the approval of the Court and the terms and conditions expressly provided herein, this Stipulation is intended to fully, finally, and forever compromise, settle, release, resolve, discharge, and dismiss with prejudice the Action and all Settled Claims against Cargill; and

WHEREAS, the Parties enter into the Settlement with full knowledge that adverse or favorable Court decisions and/or other events may take place in the future that might affect the positions of the Parties, including prior to the entry of the Final Approval Order and Final

Judgment, and they intend to be bound by this Settlement, subject to Final approval of the Court, notwithstanding the possibility or occurrence of any such future events or changes in position;

NOW THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of all other Class Members) and Cargill, by and through the undersigned counsel, subject to approval by the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, that in consideration of the benefits flowing to the Parties from the Settlement, all Settled Claims as against Cargill and the other Released Parties and all Released Parties' Claims against Plaintiffs and Releasing Parties shall be settled and released without costs to Plaintiffs, the Class or Cargill, on and subject to the terms and conditions set forth below.

1. Terms Used In This Stipulation

As used in this Stipulation, the following terms shall have the following meanings:

(a) "Action" means *Dennis, et al. v. The Andersons, Inc., et al.*, No. 1:20-cv-4090 (N.D. Ill.).

(b) "Any" means one or more.

(c) "Alternate Judgment" means a form of Final Judgment that may be entered by the Court herein but in a form other than the form of Final Judgment provided for in this Stipulation, provided that the Alternate Judgment may not differ materially from the form of Final Judgment provided for in this Stipulation.

(d) "Authorized Claimant" means any Class Member who, in accordance with the terms of this Stipulation, is entitled to a distribution from the Net Settlement Fund (as defined in Section 1(w) herein), pursuant to any Distribution Plan or order of the Court.

(e) "Business Days" means any days from Monday through Friday, inclusive, that are not holidays in the United States.

(f) "Cargill" means Cargill, Incorporated.

(g) "Cargill's Counsel" means the law firms of Morgan, Lewis & Bockius LLP and Greene Espel PLLP.

(h) "CBOT Wheat Futures or Options" means wheat futures and options contracts that trade on the Chicago Board of Trade.

(i) "Class Counsel" means the law firms of Kirby McInerney LLP and Lowey Dannenberg, P.C.

(j) "Class Notice" means notice given to the Settlement Class of the Settlement pursuant to the program and form of notice approved by the Court.

(k) "Complaint" means the Third Amended Class Action Complaint filed in the Action on February 9, 2023 (ECF No. 99).

(l) "Court" means the United States District Court for the Northern District of Illinois.

(m) "Defendants" means Cargill, Incorporated; The Andersons, Inc.; and John/Jane Does Nos. 1-50.

(n) "Defendants' Counsel" means Cargill's Counsel and TAI's Counsel.

(o) "Distribution Plan" means the plan of allocation of the Net Settlement Fund developed by Plaintiffs and Class Counsel and submitted to the Court for approval, whereby the Net Settlement Fund shall in the future be distributed to Authorized Claimants.

(p) "Effective Date" with respect to the Settlement means the first business day following occurrence or waiver of all the events and conditions specified in Section 16.

(q) "Escrow Agent" means any Person designated by Class Counsel with the consent of Cargill and approved by the Court to act as escrow agent for the Settlement Fund (as defined in Section 1(mm) herein), who Class Counsel anticipate will be Huntington Bank.

(r) "Execution Date" means the date on which this Stipulation is executed by the last Party to do so.

(s) "Final" with respect to the Judgment or, if applicable, the Alternate Judgment, or any other Court order, means: (i) if no appeal is filed, the expiration of the time for the filing or noticing of any appeal under the Federal Rules of Appellate Procedure, *i.e.*, thirty (30) days after entry of the judgment or order; or (ii) if there are any appeals from the judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of time to file a petition for *writ of certiorari* or other form of review, or the denial of a writ of certiorari or other form of review, and if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued solely with respect to (i) the Distribution Plan for this Action or (ii) attorneys' fees, costs, or expenses, shall not in any way delay or preclude a judgment from becoming Final.

(t) "Final Approval Order" means an order of the Court approving of the Settlement following (i) preliminary approval of the Stipulation, (ii) the issuance of the Class Notice pursuant to the Preliminary Approval Order, and (iii) the Settlement Hearing, substantially in the form attached hereto as Exhibit B or otherwise agreed upon by the Parties.

(u) "Final Judgment" means the order of judgment and dismissal of the Action with prejudice as to Defendants, substantially in the form attached hereto as Exhibit B or otherwise agreed upon by the Parties.

(v) "Service Award" means any award by the Court to Plaintiffs as described in Section 4.

(w) "Net Settlement Fund" means the Settlement Fund less Court-approved disbursements, including: (i) notice, claims administration, and escrow costs; (ii) any attorneys' fees and/or expenses awarded by the Court; (iii) any Service Award(s) awarded by the Court; and (iv) all other expenses, costs, taxes, and other charges approved by the Court.

(x) "Parties" refers to the parties to the Stipulation and means Plaintiffs, on behalf of themselves and the other members of the Class, and Cargill, and "Party" applies to each individually.

(y) "Person" means natural person, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, association, joint-stock company, estate, legal representative, trust, unincorporated association, proprietorship, municipality, state, state agency, entity that is a creature of any state, any government, governmental or quasi-governmental body or political subdivision, authority, office, bureau, agency or instrumentality of the government, any business or legal entity, or any other entity or organization; and any spouses, heirs, predecessors, successors, representatives, or assigns of any of the foregoing.

(z) "Plaintiffs" means Richard Dennis and Port 22, LLC.[2]

[2] The Parties agree to the voluntary dismissal without prejudice of Plaintiff Michael Glass. Plaintiff Michael Glass reserves his right to seek participation in the Settlement Fund.

(aa) "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement and directing that notice of the Settlement be provided to the Settlement Class in a form to be agreed upon by the Parties, substantially in the form attached hereto as Exhibit A or otherwise agreed upon by the Parties.

(bb) "Proof of Claim and Release" means the form to be sent to Class Members, upon further order(s) of the Court, by which any Class Member may make a claim against the Net Settlement Fund.

(cc) "Released Parties" means Cargill, together with 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 its 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.

(dd) "Released Parties' Claims" means all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, common, or foreign law (including but not limited to FED. R. CIV. P. 11), that arise directly or indirectly out of or relate in any way to the institution, prosecution, maintenance, or Settlement of the claims asserted in the Action against Cargill, whether or not such claims were brought or could have been brought in the Action. The Parties intend that this term be interpreted broadly. Released Parties' Claims shall not include: (i) any claims relating to the enforcement of the Settlement; or (ii) any claims against 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 submit 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.

(ee) "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.

(ff) "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 Cargill 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 Cargill's 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.

(gg) "Settlement" means the resolution of this Action as against Defendants and the Released Parties in accordance with the terms and provisions of this Stipulation and the Stipulation with TAI.

(hh) "Settlement Administrator" means A.B. Data, Ltd., subject to Court approval.

(ii) "Settlement Amount" means five million U.S. dollars ($5,000,000.00).

(jj) "Settlement Class" or "Class" means: all persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of

CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017. Excluded from the Settlement Class are: Defendants and their direct or indirect parents, subsidiaries, affiliates, divisions, officers, directors, employees, and agents, whether or not named as a Defendant; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff. Also excluded from the Settlement Class is any Person or entity who or which (i) 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 (ii) properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice approved by the Court, to the extent the Court provides an exclusion option, and who is excluded from the Settlement Class by order of the Court.

(kk) "Settlement Class Member" or "Class Member" means any Person or entity who or which is a member of the Settlement Class.

(ll) "Settlement Class Period" or "Class Period" means the period from November 30, 2017 through December 14, 2017, inclusive, except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017.

(mm) "Settlement Fund" means the Settlement Amount plus any interest that may accrue.

(nn) "Settlement Hearing" means the hearing to be held by the Court under Federal Rule of Civil Procedure 23(e)(2) to consider Final approval of the Settlement.

(oo) "Settling Class Members" means Plaintiffs and other Class Members who do not timely and validly exclude themselves from the Settlement pursuant to FED. R. CIV. P. 23(c) and in accordance with the procedures to be established by the Court, or whose requests for exclusion was not accepted by the Court.

(pp) "Stipulation" means this Stipulation and Agreement of Settlement.

(qq) "TAI" means The Andersons, Inc.

(rr) "TAI's Counsel" means the law firm of Foley & Lardner LLP.

(ss) "Unknown Claims" means any Settled Claims that Releasing Parties do not know or suspect to exist in their favor as of the Effective Date, and any Released Parties' Claims that the Released Parties do not know or suspect to exist in their favor as of the Effective Date, that if known to Releasing Parties or Released Parties might have affected their decisions with respect to the Settlement.

2. Stipulation of Settlement Class and Motion for Preliminary Approval

(a) The Parties' agreement as to certification of the Settlement Class is solely for the purposes of effectuating this Settlement and for no other purpose. Cargill retains all of its objections, arguments, and defenses with respect to decertification of the previously certified Class, and reserves all rights to move to decertify the previously certified Class if the Settlement set forth in this Stipulation does not receive the Court's Final approval, if the Court's approval is reversed or vacated on appeal, if this Stipulation is terminated as provided herein, or if the Settlement set forth in this Stipulation otherwise fails to become effective; should any of these conditions occur, the Parties' agreement as to certification of the Settlement Class shall become null and void *ab initio*, and this Stipulation or any other settlement-related statement may not be cited regarding certification of the Class, or in support of an argument for certifying any class for any purpose related to this Action or any other proceeding.

(b) In the interests of efficiency and economy, the Parties agree to move for the Preliminary Approval of this Settlement by May 28, 2026 unless extended by mutual agreement. The motion will include a proposed form and method of dissemination of Class Notice to the Settlement Class, and a proposed Preliminary Approval Order certifying the Action to proceed as a Class Action for Settlement purposes only. Within a reasonable time in advance of submission to the Court, the papers in support of the motion for preliminary approval will be provided to Cargill for its review. To the extent that Cargill objects to any aspect of the draft motion, it shall communicate that objection to Class Counsel, and the Parties shall meet and confer to resolve any such objection. The Parties shall take all reasonable actions as may be necessary to obtain preliminary approval and certification of the Settlement Class.

3. Settlement Payments

Cargill will pay or will cause to be paid the Settlement Amount to settle this case. The Settlement will be non-recapture, *i.e.*, it is not a claims-made settlement. Cargill has no ability to get back any of the Settlement Amount unless the Settlement does not become effective. This settlement component is an all-in settlement number, meaning that it includes all attorneys' fees, Plaintiffs' service awards, administration costs, expenses, class member benefits, and costs of any kind associated with the resolution of this matter. In no circumstance will Cargill be required to pay more than the Settlement Amount. Cargill agrees to fund the Settlement by placing the Settlement Amount in an interest-bearing escrow account jointly controlled by Class Counsel within thirty (30) calendar days following the later of: (1) preliminary approval of this Settlement by the Court or (2) Class Counsel providing to each Defendant a Form W-9, wire transfer instructions on bank letterhead, and the name and telephone number of a person with knowledge who can verbally confirm those wire instructions. The interest from this escrow account will accrue to the benefit of the Settlement Class if the Court approves the Settlement. But, if the Court does not approve the Settlement, the interest and payment will be returned to Cargill less any amount used to provide notice of the Settlement to the Settlement Class. The Parties agree and acknowledge that Cargill's payment is a one-time, non-recurring expenditure and that none of the Settlement Amount paid by Cargill under this Agreement shall be deemed to be, in any way, a penalty or a fine of any kind.

4. Payment of Attorneys' Fees and Reimbursement of Expenses, and Application for Service Award

(a) Subject to Court approval, Plaintiffs and Class Counsel shall be reimbursed and paid solely out of the Settlement Fund for all fees and expenses including, but not limited to, attorneys' fees; past, current, or future litigation expenses; and any Service Award approved by the Court. Cargill shall have no responsibility for any costs, fees, or expenses incurred for or by Plaintiffs' or Class Members' respective attorneys, experts, advisors, agents, or representatives. Nothing in this provision shall expedite the dates for Cargill's payments as set forth in Section 3.

(b) Upon filing Plaintiffs' Motion for Final Approval of the Settlement, Class Counsel may apply to the Court for an award from the Settlement Fund of attorneys' fees, plus interest. Class Counsel also may apply to the Court for reimbursement from the Settlement Fund of Class Counsel's litigation expenses, plus interest. Plaintiffs may make an application to the Court for an award in connection with their representation of the Settlement Class in this litigation, which amount constitutes the Service Award.

(c) The procedures for and the allowance or disallowance by the Court of any application for approval of fees, expenses, and costs or a Service Award (collectively, "Fee and

Expense Application") are not part of the Settlement set forth in this Stipulation and are to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation. Any order or proceeding relating to a Fee and Expense Application, or the reversal or modification thereof, shall not operate to terminate or cancel this Stipulation, or affect or delay the finality of the Final Judgment and the Settlement of the Action as set forth herein. No order of the Court or modification or reversal on appeal of any order of the Court concerning any Fee and Expense Application or the Distribution Plan shall constitute grounds for termination of this Stipulation. Cargill takes no position on Class Counsel's Fee and Expense Application.

(d) Prior to the Settlement Hearing, Class Counsel and Plaintiffs shall file any motions seeking awards from the Settlement Fund for payment of attorneys' fees and reimbursement of costs and expenses, and for the payment of a Service Award as follows:

(i) Class Counsel shall seek attorneys' fees of no more than one-third of the Settlement Fund;

(ii) Class Counsel shall seek reimbursement for their costs and expenses incurred as of the date the Motion for Final Approval and Entry of Final Judgment is filed pursuant to Section 14; and

(iii) Plaintiffs may make an application to the Court for an award in connection with their representation of the Settlement Class in this litigation, which amount constitutes the Service Award.

(e) Upon the Court's approval of an award of attorneys' fees, costs, and expenses, such approved amount from Subsections (d)(i) and (d)(ii), above, shall be paid from the Escrow

Account upon their approval by the Court, notwithstanding the existence of any objections thereto or potential appeal therefrom.

5. Application for Approval of Fees, Expenses, and Costs of Settlement Fund Administration

Class Counsel may apply to the Court, at the time of any application for distribution to Authorized Claimants, for an award from the Settlement Fund of attorneys' fees for services performed and reimbursement of expenses incurred in connection with the administration of the Settlement after the date of the Settlement Hearing to the extent extraordinary efforts on the part of Class Counsel so warrant. Class Counsel reserve the right to make additional applications to the Court for payment from the Settlement Fund for attorneys' fees for services performed and reimbursement of expenses incurred. Any such applications are subject to Court approval.

6. No Liability for Fees and Expenses of Class Counsel

The Released Parties shall have no responsibility for, and no liability whatsoever with respect to, any payment(s) to Class Counsel for attorneys' fees, costs, and expenses, any payment of Service Award(s) to Plaintiffs, and/or any claim asserted by any other Person, or any awards the Court may make in the Action to Class Counsel, Plaintiffs, or any other Person.

7. Distribution of and/or Disbursements from Settlement Fund

The Settlement Administrator, subject to such supervision and direction by the Court and/or Class Counsel as may be necessary, shall administer the Proof of Claim and Release forms submitted by Settling Class Members and shall oversee the distribution of the Settlement Fund pursuant to the Distribution Plan. Cargill will have no responsibility for or involvement in the selection of the Settlement Administrator. The Settlement Administrator shall be selected solely by Plaintiffs, subject to Court approval. The Released Parties shall have no responsibility for and no liability whatsoever with respect to the administration of claims and distribution of the

Settlement Fund. Upon the Effective Date (or earlier if provided in Section 8 herein), the Settlement Fund shall be applied in the order and as follows:

(a) to pay taxes assessed on the Settlement Fund, and tax preparation fees in connection with such taxes;

(b) to pay costs and expenses associated with the distribution of the Class Notice and administration of the Settlement as provided in this Section and Section 8, including all costs and expenses reasonably and actually incurred in assisting Class Members with the filing and processing of claims against the Net Settlement Fund at any time after Cargill makes payments described in Section 3;

(c) to pay Escrow Agent costs;

(d) to pay any attorneys' fees, costs, and expenses approved by the Court upon submission of a Fee and Expense Application, as provided in Section 4;

(e) to pay the amount of any Service Award for Plaintiffs, as provided in Section 4; and

(f) to pay the Net Settlement Fund to Authorized Claimants as allowed by the Stipulation, any Distribution Plan, or order of the Court.

8. Disbursements Prior to Effective Date

(a) Except as provided in Subsection (b) herein or by Court order, no distribution to any Class Member or disbursement of fees, costs and expenses of any kind may be made from the Settlement Fund until the Effective Date. As of the Effective Date, all fees, costs, and expenses and Service Awards as approved by the Court may be paid out of the Settlement Fund.

(b) Upon written notice to the Escrow Agent by Class Counsel with a copy to Cargill, the following may be disbursed prior to the Effective Date: (i) reasonable Notice and Administration Costs may be paid from the Settlement Fund as they become due (up to a maximum of $375,000) without further order of the Court; (ii) reasonable costs of the Escrow Agent may be paid from the Settlement Fund as they become due without prior order of the Court; (iii) taxes and tax expenses may be paid from the Settlement Fund as they become due without prior order of the Court; and (iv) Class Counsel's attorneys' fees and costs and expenses as approved by the Court (in accordance with Section 4(e)). In the event the Settlement is terminated or does not become Final for any reason, Cargill shall be entitled to return of all such funds, plus all interest accrued thereon, within ten (10) Business Days, except for up to $375,000 for reasonable Notice and Administration Costs that have been paid or incurred prior to the date the Settlement was terminated or otherwise does not become Final for any reason, on the terms specified in Section 20.

(c) Class Counsel will attempt in good faith to minimize the costs of the Escrow Agent, Class Notice and administration.

9. Distribution of Balances Remaining in Net Settlement Fund to Authorized Claimants

The Net Settlement Fund shall be distributed to Authorized Claimants and, except as provided in Section 8(b), there shall be no reversion to Cargill. The distribution to Authorized Claimants shall be in accordance with the Distribution Plan that hereafter is to be approved by the Court upon such notice to the Class as may be required. Class Counsel will develop the Distribution Plan that will be submitted to the Court. Cargill shall take no position with respect to the Distribution Plan or any revisions to the Distribution Plan. The Distribution Plan is not a part of this Stipulation. No funds from the Net Settlement Fund shall be distributed to Authorized Claimants until the later of (i) the Effective Date; or (ii) the date by which the Distribution Plan has received final approval and the time for any further appeals with respect to the Distribution Plan has expired. Should there be any balance remaining in the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, or otherwise), Class Counsel shall submit an additional distribution plan to the Court for its approval.

10. Administration/Maintenance of Settlement Fund

The Settlement Fund shall be maintained by Class Counsel under supervision of the Court and shall be distributed solely at such times, in such manner, and to such Persons as shall be directed by subsequent orders of the Court (except as provided for in this Stipulation) consistent with the terms of this Stipulation. The Parties intend that the Settlement Fund be treated as a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1. Class Counsel shall ensure that the Settlement Fund at all times complies with Treasury Regulation § 1.468B-1 in order to maintain its treatment as a qualified settlement fund. To this end, Class Counsel shall ensure that the Settlement Fund is approved by the Court as a qualified settlement fund and that any Escrow Agent, Settlement Administrator or other administrator of the Settlement Fund complies with all requirements of Treasury Regulation § 1.468B-2. Any failure to ensure that the Settlement Fund complies with Treasury Regulation § 1.468B-2, and the consequences thereof, shall be the sole responsibility of Class Counsel, and Cargill and Cargill's Counsel shall have no responsibility or liability for any act, omission, or determination of the Escrow Agent or the payment or withholding of any Taxes, expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any returns.

Any Settlement Class Member who does not submit a valid Proof of Claim and Release form will not be entitled to receive any of the proceeds from the Net Settlement Fund, but will otherwise be bound by all of the terms of this Stipulation and the Settlement, including the terms of the Final Judgment and Order of Dismissal to be entered in the Action and the releases provided for herein, and will be barred from bringing any action or proceeding against the Released Parties concerning the Settled Claims.

11. Release and Covenant Not To Sue

(a) As an express and material condition of this Stipulation, 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, occurrences, transactions, conduct, matters, or events, during the Class Period, underlying this Action. The Releasing Parties agree not to rely on or use in any manner the Stipulation or the Settled Claims in connection with any other litigation.

(b) Upon the Effective Date, Released Parties shall release and be deemed to release and forever discharge and shall be forever enjoined from prosecuting the Released Parties' Claims against the Releasing Parties.

(c) 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.**

Plaintiffs and the Released Parties acknowledge, and each of the other Releasing Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and was a key element of this Settlement.

12. Settlement Notice

(a) In the event that the Court preliminarily approves the Settlement, Class Counsel shall, in accordance with Rule 23 of the Federal Rules of Civil Procedure, provide individual members of the Settlement Class whose identities can be determined after reasonable efforts with notice of the date of the hearing scheduled by the Court to consider the fairness, adequacy and reasonableness of the proposed Settlement. Class Counsel shall utilize the best notice that is practicable under the circumstances, including individual Postcard Notice to Class Members who can be identified through reasonable effort. Prior to filing the motion for preliminary approval of the Settlement, Class Counsel shall provide Cargill with the proposed Class Notice plan outlining the methods to be utilized to provide notice to Settlement Class Members. The Postcard Notice shall provide general information about the Settlement and direct Class Members to the Settlement Website, where the Class Notice will be posted. The Class Notice shall explain the general terms of the Stipulation, the general terms of the proposed Distribution Plan, the general terms of the Fee and Expense Application, and a description of Class Members' rights to object to the Settlement, and appear at the Settlement Hearing. The Class Notice shall also advise Settlement Class

Members how they can obtain a copy of this Stipulation and any related documents. The text of the Postcard Notice and Class Notice shall be in substantially the form attached as Exhibit C and Exhibit E, respectively, or as otherwise ordered by the Court. The cost of providing the Notice to Class Members in the manner set forth above shall be paid out of the Settlement Fund. The Settlement Administrator shall administer dissemination of the Class Notice.

(b) In the event that the Court decides to provide a second opt out opportunity, and unless otherwise directed by the Court, the Class Notice shall request that any member of the Settlement Class who or which wishes to exclude himself, herself, or itself from the Settlement Class must request exclusion in writing, which shall: (i) state the name, address, and telephone number of the Person or entity seeking exclusion, and in the case of entities, the name and telephone number of the appropriate contact person; (ii) state that such Person or entity requests to be excluded from the Settlement Class in the Action ("*Dennis, et al. v. The Andersons, Inc., et al.*, No. 1:20-cv-4090 (N.D. Ill.)"); (iii) identify all Futures Commission Merchants ("FCMs") and all account numbers associated with FCMs used by the Person or entity to transact soft red winter ("SRW") wheat December 2017 and/or March 2018 futures contracts and options; (iv) documents sufficient to show the Person's or entity's transactions of SRW wheat December 2017 and/or March 2018 futures contracts and options, such as account statements); and (v) be signed by such Person or entity requesting the exclusion or by an authorized representative, as well as proof of authorization to submit the request for exclusion if submitted by an authorized representative.

(c) In the event that a Class Member timely and validly excludes himself, herself, or itself from the Settlement Class as outlined in Subsection (b) above, but information sufficient to effectuate the Supplemental Agreement is still lacking, a Party may seek leave of the Court to obtain, through subpoena if necessary, sufficient information to effectuate the Supplemental

Agreement, and the other Party shall not oppose an adjournment of the Settlement Hearing to allow time for this process to be completed. Nor shall the other Party oppose an adjournment of the Settlement Hearing to allow additional time, if necessary, to perform any calculations required to effectuate the Supplemental Agreement.

(d) In the event that the Court preliminarily approves the Settlement, Defendants shall bear the costs and responsibility for timely serving notice of the Settlement as required by the Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715. Defendants shall also cause a copy of such CAFA notice and proof of service of such notice to be provided to Class Counsel.

(e) In the event that the Settlement is not approved, Plaintiffs will not be required to return to Cargill any sums actually paid from the Settlement Fund and/or incurred for the reasonable costs of Class Notice, up to a maximum of $375,000.

13. Publication

Class Counsel shall cause to be published a summary in accord with the Class Notice submitted to the Court by the Parties and approved by the Court. Cargill shall have no responsibility for providing publication or distribution of the Settlement or any notice of the Settlement to Class Members or for paying for the cost of providing notice of the Settlement to Class Members. The text of the publication notice shall be substantially in the form attached as Exhibit D or as otherwise ordered by the Court. Any content used on the Settlement website or in any other Settlement-related publications will be based substantially on the content reflected in the Class Notice and the publication notice.

14. Motion for Final Approval and Entry of Final Judgment

(a) After Class Notice is issued, and prior to the Settlement Hearing, Class Counsel, on behalf of the Plaintiffs, shall move for entry of the Final Approval Order and Final Judgment in this Action:

(i) finally certifying, solely for Settlement purposes, the Settlement Class as defined in Section 1(jj) herein;

(ii) finding that the Class Notice constituted the best notice practicable under the circumstances and complied in all respects with the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process;

(iii) finally approving this Stipulation and its terms as being a fair, reasonable and adequate Settlement of the Settlement Class's claims against Cargill under Rule 23 of the Federal Rules of Civil Procedure;

(iv) directing that, as to the Released Parties, the Action be dismissed with prejudice and without costs as against the Released Parties;

(v) discharging and releasing the Settled Claims as to the Released Parties;

(vi) barring and enjoining 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;

(vii) barring any Settling Class Member from bringing claims (however denominated) or otherwise establishing liability against any Released Party or any other

Person based on the facts, conduct, or events, during the Class Period, underlying this Action;

(viii) discharging and releasing the Released Parties' Claims as to the Releasing Parties;

(ix) determining pursuant to FED. R. CIV. P. 54(b) that there is no just reason for delay and directing that the Judgment shall be Final and appealable;

(x) reserving the Court's continuing and exclusive jurisdiction over the Settlement and this Stipulation, including the administration and consummation of this Stipulation; and

(xi) containing such other and further provisions consistent with the terms of this Stipulation to which Cargill and Plaintiffs expressly consent in writing.

(b) The text of the proposed Final Approval Order and Final Judgment shall be substantially in the same form attached as Exhibit B, or as otherwise ordered by the Court or agreed to by the Parties.

(c) Prior to the Settlement Hearing, as provided in Section 4, Class Counsel will timely request by separate motion that the Court approve its Fee and Expense Application. The Fee and Expense Application and the Distribution Plan are matters separate and apart from the Settlement between the Parties. If the Fee and Expense Application or the Distribution Plan are not approved, in whole or in part, it will have no effect on the finality of the Final Approval Order approving the Settlement and the Final Judgment dismissing the Action with prejudice as to Cargill.

15. Best Efforts to Effectuate This Settlement

The Parties agree to cooperate with one another to the extent reasonably necessary to effectuate and implement the terms and conditions of this Stipulation and to exercise their reasonable best efforts to accomplish the terms and conditions of this Stipulation.

16. Effective Date

This Stipulation shall become effective and Final as of the date upon which all of the following conditions have been satisfied:

(a) The Stipulation has been fully executed by Cargill and Plaintiffs through their counsel;

(b) The Court has certified a Settlement Class, and entered the Preliminary Approval Order, substantially in the form agreed to by the Parties, approving this Settlement, and approving the program and form for the Class Notice;

(c) Class Notice has been issued as ordered by the Court;

(d) The Court has entered the Final Approval Order, substantially in the form agreed to by the Parties, finally approving the Stipulation in all respects as required by Rule 23(e) of the Federal Rules of Civil Procedure;

(e) The Court has entered its Final Judgment (or an Alternative Judgment) as to the Released Parties with respect to Releasing Parties, substantially in the form agreed to by the Parties; and

(f) The Final Approval Order approving the Settlement and the Final Judgment dismissing the Action with prejudice become Final.

17. Occurrence of Effective Date

Upon the occurrence of all of the events in Section 16, any and all remaining interest or right of Cargill in or to the Settlement Fund, if any, shall be absolutely and forever extinguished, and the Net Settlement Fund shall be transferred from the Escrow Agent to the Settlement Administrator at the written direction of Class Counsel.

18. Failure of Effective Date to Occur

If any of the conditions specified in Section 16 are not satisfied, then this Stipulation may be terminated, subject to and in accordance with Section 19, unless the Parties mutually agree in writing to continue with this Stipulation for a specified period of time.

19. Termination

(a) Cargill shall have the right, but not the obligation, in its sole discretion, to terminate this Stipulation by providing written notice to Class Counsel within fifteen (15) Business Days of Cargill learning of any of the following events:

(i) the Court declines to enter or modifies the Preliminary Approval Order sought pursuant to Section 2 or the Final Approval Order sought pursuant to Section 14 in any material respect;

(ii) the Court declines to approve the Stipulation or any material part of it;

(iii) the Final Approval Order or the Final Judgment (or an Alternative Judgment) is modified or reversed or vacated by any appellate court in any material respect.

(b) Class Counsel, acting on behalf of the Plaintiffs, shall have the right, but not the obligation, in their sole discretion, to terminate this Stipulation by providing written notice to Cargill's counsel within fifteen (15) Business Days of any of the following events, provided that the occurrence of the event substantially deprives Class Plaintiffs of the benefit of the Settlement:

(i) the Court declines to enter or modifies the Preliminary Approval Order sought pursuant to Section 2 or the Final Approval Order sought pursuant to Section 14 in any material respect;

(ii) the Court declines to approve the Stipulation or any material part of it;

(iii) the Final Approval Order or the Final Judgment (or an Alternative Judgment) is modified or reversed or vacated by any appellate court in any material respect.

(c) In the event the Court declines to approve the Stipulation or any material part of it, or declines to enter the Preliminary Approval Order, Final Approval Order, Final Judgment, or Alternative Judgment on a basis that may be remedied by the Parties, the Parties agree to meet and confer and to work in good faith to address the Court's concerns prior to exercising their right to terminate this Stipulation pursuant to Subsections (a) and (b) above.

(d) In the event that Cargill, for any reason, fails to comply with Section 3, then on ten (10) Business Days' written notice to Cargill's Counsel, during which ten-day period Cargill shall have the opportunity to cure the default without penalty, Plaintiffs, by and through Class Counsel, may terminate this Stipulation or elect to enforce it as provided by the Federal Rules of Civil Procedure.

(e) Simultaneously herewith, Plaintiffs, by and through Class Counsel, and Cargill, are executing a "Supplemental Agreement," which relates exclusively to certain conditions under which this Settlement may be terminated at the sole discretion of Cargill should the Court provide Settlement Class Members a second opportunity to opt out of the Action and if Settlement Class Members who meet certain criteria exclude themselves from the Settlement Class. The Supplemental Agreement shall not be filed with the Court except that the substantive contents of the Supplemental Agreement may be brought to the attention of the Court, *in camera*, if so requested by the Court or as otherwise ordered by the Court. For the avoidance of doubt, the fact that a dispute arises regarding the interpretation or application of the Supplemental Agreement does not require either Party to file the Supplemental Agreement with the Court. The Parties will keep the terms of the Supplemental Agreement confidential, except if compelled by judicial process to disclose the Supplemental Agreement or its terms. In the event Cargill terminates this Stipulation pursuant to the Supplemental Agreement, this Stipulation shall become null and void and of no further force and effect, and the Parties shall be returned to the *status quo ante* to the greatest possible extent.

20. Effect of Termination

Unless otherwise ordered by the Court, in the event that the Effective Date does not occur or this Stipulation should terminate or be cancelled, or otherwise fail to become effective for any reason, including, without limitation, in the event that the Settlement as described herein is not finally approved by the Court or the Final Judgment is reversed or vacated following any appeal, then:

(a) Within ten (10) Business Days after written notification of such event is sent by Cargill's Counsel or Class Counsel to all Parties and the Escrow Agent, the Settlement Amount, and all interest earned in the Settlement Fund will be refunded, reimbursed, and repaid by the Escrow Agent to Cargill, except as provided in Section 8(b);

(b) The Escrow Agent or its designee shall apply for any tax refund owed to the Settlement Fund and pay the proceeds to Cargill after deduction of any fees or expenses reasonably incurred in connection with such application(s) for refund;

(c) The Parties shall be returned, to the maximum extent possible, to their respective positions in the Action as of immediately prior to the execution of the Stipulation, with all of their respective legal claims and defenses preserved as they existed at that time; and

(d) Upon termination of this Stipulation with respect to all Parties, then:

(i) this Stipulation shall be null and void and of no further effect, and none of Cargill, the Plaintiffs, or the Settlement Class Members shall be bound by any of its terms;

(ii) any and all releases hereunder shall be of no further force and effect;

(iii) the Parties shall be reverted *nunc pro tunc* to their respective status in the Action as of the Execution Date and shall proceed in all respects as if this Stipulation had not been executed, without prejudice in any way from the negotiation, fact, or terms of the Settlement, and with all of their respective legal claims, objections, and defenses preserved as they existed on that date (including any objection to or defense based on, among other things, a lack of personal jurisdiction); and

(iv) any and all rulings, orders, or judgments entered, altered, amended, or vacated by the Court in accordance with the terms of this Stipulation shall be reverted *nunc pro tunc* to their respective status as of the Execution Date and shall proceed in all respects as if this Stipulation had not been executed, without prejudice in any way from the negotiation, fact, or terms of the Settlement.

21. Confidentiality Protection

Plaintiffs, Class Counsel, Cargill's Counsel, and Cargill agree to maintain the confidentiality of the terms of this Stipulation prior to the filing of a motion for preliminary approval of the Settlement. During this period, the Settlement and its terms are and shall be treated as confidential and shall not be disclosed, described, or characterized to any other Person, attorney, entity, publication, or member of the media, except as may be required by law, judicial process, or order of a court, to enforce the terms of the Settlement, or as otherwise agreed by the Parties. Notwithstanding the foregoing, Cargill may disclose such information to a regulatory authority, the IRS, its auditors, or its insurance carriers if it determines that disclosure is appropriate or required by applicable law.

22. Binding Effect

(a) This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of Cargill, the Released Parties, Plaintiffs, and Releasing Parties.

(b) The waiver by any Party of any breach of this Stipulation by another Party shall not be deemed a waiver of such breach by any other Party or a waiver by any Party of any other prior or subsequent breach of this Stipulation.

23. Integrated Agreement

This Stipulation, including any exhibits hereto and agreements referenced herein, contains the entire, complete, and integrated statement of each and every term and provision agreed to by and among the Parties and is not subject to any condition not provided for or referenced herein. This Stipulation supersedes all prior or contemporaneous discussions, agreements, and understandings among the Parties to this Stipulation with respect hereto. This Stipulation may not be modified in any respect except by a writing that is executed by all the Parties hereto.

24. Headings

The headings used in this Stipulation are for the convenience of the reader only and shall not have any substantive effect on the meaning and/or interpretation of this Stipulation.

25. No Party is the Drafter

None of the Parties shall be considered to be the drafter of this Stipulation or any provision herein for the purpose of any statute, case law, or rule of interpretation or construction that might cause any provision to be construed against the drafter. This Stipulation shall not be construed more strictly against one party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations and that all Parties have contributed substantially and materially to the preparation of the Stipulation.

26. Choice of Law

All provisions of this Stipulation shall be governed by and interpreted according to the substantive laws of the State of Illinois, without regard to its choice of law or conflict of laws principles.

27. Execution in Counterparts

This Stipulation may be executed in one or more counterparts. Facsimile and scanned/PDF signatures shall be considered valid signatures. All executed counterparts shall be deemed to be one and the same instrument. There shall be no agreement until the fully signed counterparts have been exchanged and delivered to each of the Parties.

28. Submission to and Retention of Jurisdiction

The Parties, Released Parties, and the Releasing Parties irrevocably submit, to the fullest extent permitted by law, to the exclusive jurisdiction of the United States District Court for the Northern District of Illinois solely for any suit, action, proceeding, or dispute arising out of or relating to this Stipulation. To the fullest extent permitted by law, the Parties, Released Parties, and the Releasing Parties irrevocably waive and agree not to assert, by way of motion, as a defense, or otherwise, any claim or objection that they are not subject to the jurisdiction of such Court, or that such Court is, in any way, an improper venue or an inconvenient forum or that the Court lacked power to approve this Stipulation or enter any of the orders contemplated hereby.

29. Contribution and Indemnification

This Stipulation is expressly intended to absolve the Released Parties against any claims for contribution, indemnification, or similar claims from any Person arising out of the Settled Claims or based on the facts, conduct, or events, during the Class Period, underlying this Action, 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 Cargill arising out of or related to the Settled Claims, the Releasing Parties agree that 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 Cargill.

30. No Reservation of Rights

This Stipulation settles and compromises the Settled Claims by Plaintiffs or any Settling Class Members asserted against the Released Parties in the Action.

31. Notices

All notices and other communications under this Stipulation shall be sent to the Parties to this Stipulation at their address set forth on the signature page herein, *viz*, if to Plaintiffs, then to: Anthony F. Fata, Kirby McInerney LLP, 211 West Wacker Drive, Suite 550, Chicago, Illinois 60606 and Raymond P. Girnys, Lowey Dannenberg, P.C., 44 South Broadway, Suite 1100, White

Plains, New York 10601; and if to Cargill, then to Kenneth M. Kliebard, Morgan, Lewis & Bockius LLP, 110 North Wacker Drive, Chicago, Illinois 60606 and Zachary M. Johns, Morgan, Lewis & Bockius LLP, 2222 Market Street, Philadelphia, Pennsylvania 19103, or such other address as each party may designate for itself, in writing, in accordance with this Stipulation.

32. Authority

In executing this Stipulation, Class Counsel represent and warrant that they have been fully authorized to execute this Stipulation on behalf of the Plaintiffs and the Class (subject to Final approval by the Court after notice to all Class Members), and that all actions necessary for the execution of this Stipulation have been taken. Cargill represents and warrants that its undersigned counsel is fully empowered to execute the Stipulation on behalf of Cargill and that all actions necessary for the execution of this Stipulation have been taken.

33. No Admission of Liability

The Settlement shall not be deemed an admission by any Party as to the merits of any claim or defense. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or defense; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the parties; or (c) is or may be deemed to be or may be used as an admission or evidence that any claims asserted by Plaintiffs were not valid or that the amount recoverable was not greater than the Settlement Amount, in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Upon the Settlement becoming Final, nothing in this Agreement shall prevent Cargill from asserting any release or citing this Settlement Agreement to offset any liability to any other parties not party to the Action, including but not limited to, claims filed by federal and state governments or any governmental entity.

34. Stay

The Parties stipulate and agree that all proceedings and deadlines in the Action (including with respect to discovery) between Plaintiffs and Cargill except such proceedings and deadlines relating to this Settlement shall be stayed pending the Court's entry of the Preliminary Approval Order. The stay will automatically be dissolved if (a) the Court does not enter the Preliminary Approval Order, the Final Approval Order, or the Final Judgment, or (b) the Court enters the Final Approval Order and the Final Judgment and appellate review is sought and, on such review, the Final Approval Order or the Final Judgment is finally vacated, modified, or reversed, unless the Parties, in their sole discretion within thirty (30) calendar days from the date of the mailing of such ruling to such Parties, provide written notice to all other Parties hereto of their intent to proceed with the Settlement under the terms of the Preliminary Approval Order, the Final Approval Order, or the Final Judgment, as modified by the Court or on appeal.

35. Good Faith

Plaintiffs, Cargill, and their counsel shall not make any applications for sanctions, pursuant to FED. R. CIV. P. 11 or other court rule or statute, with respect to any claims or defenses in this Action. Plaintiffs and Cargill have a good faith belief that no basis for sanctions exists.

36. Disputes or Controversies

Any dispute or controversy arising out of or relating to this Settlement will be resolved through confidential mediation, or, if mediation fails to resolve the dispute, by binding arbitration before a mutually agreed-upon JAMS arbitrator. The dispute resolution process shall be conducted on a strictly confidential basis, and the Parties shall not disclose the existence or nature of any claim; any documents, correspondence, briefing, exhibits, or information exchanged or presented in connection with any claim; or any rulings, decisions, or results of any claim or argument (collectively, "ADR Materials") to any third party, with the sole exception of the Parties' respective legal counsel (who shall also be bound by these confidentiality terms) or to the extent that such disclosure is required or advisable pursuant to bank regulatory requirements, SEC requirements, or other legal or regulatory requirements. The arbitrator's decision shall be final and binding upon the Parties hereto. Notwithstanding the confidentiality provision herein, any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. The Parties shall share any administrative fees and the mediator's and/or arbitrator's fees and expenses. Each Party shall be responsible for such Party's attorneys' fees and costs, except as otherwise provided by any applicable statute. Either Party may commence litigation in any state or federal court of competent jurisdiction located in Chicago, Illinois to obtain injunctive relief in aid of arbitration, to compel arbitration, or to confirm or vacate an arbitrator's award. The Parties agree to take all steps necessary to protect the confidentiality of the ADR Materials in connection with any such proceeding, agree to use their best efforts to file all confidential information (and documents containing confidential information) under seal, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of any settlement agreement. The seat of arbitration shall be Chicago, Illinois.

[*remainder of page intentionally left blank*]

Dated: 27/05/26, 2026

On behalf of Plaintiffs and the Class:

Raymond P. Girnys
Raymond P. Girnys (May 27, 2026 20:47:21 EDT)

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Raymond P. Girnys
Noelle Forde
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On behalf of Cargill, Incorporated:

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Dated: ____________________, 2026

On behalf of Plaintiffs and the Class:

____

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Dated: May 27, 2026

On behalf of Plaintiffs and the Class:

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EXHIBIT A

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

[PROPOSED] ORDER PRELIMINARILY APPROVING PROPOSED SETTLEMENT, SCHEDULING HEARING FOR FINAL APPROVAL THEREOF, AND APPROVING THE PROPOSED FORM AND PROGRAM OF NOTICE TO THE CLASS

Plaintiffs Richard Dennis and Port 22, LLC ("Plaintiffs"), on behalf of themselves and the proposed Settlement Class, having applied for an order preliminarily approving the proposed settlement ("Settlement") of this Action against Defendants Cargill, Incorporated ("Cargill") and The Andersons, Inc. ("TAI," and together with Cargill, "Defendants") in accordance with the Stipulation and Agreement of Settlement with The Andersons, Inc. and the Stipulation and Agreement of Settlement with Cargill, Incorporated entered into on May 27, 2026 (the "Stipulations"); the Court having read and considered the Stipulations and accompanying documents; and Plaintiffs and Defendants (collectively, the "Parties") having consented to the entry of this Order,

NOW, THEREFORE, on this ____ Day of ___________, 20____, upon application of the Parties,

IT IS HEREBY ORDERED THAT:

1. Except for the terms expressly defined herein, the Court adopts and incorporates the definitions in the Stipulations for the purposes of this Order.

2. The Court finds that it has subject matter jurisdiction to preliminarily approve the Stipulations, including all exhibits thereto, and the Settlement contained therein under 28 U.S.C. § 1331.

3. The Court finds that the applicable provisions of Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied and that the Court will likely be able to approve the Settlement and certify the Settlement Class for purposes of judgment. The Settlement Class is defined as:

> All persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options

on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017. Excluded from the Settlement Class are: Defendants and their direct or indirect parents, subsidiaries, affiliates, divisions, officers, directors, employees, and agents, whether or not named as a Defendant; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff. Also excluded from the Settlement Class is any Person or entity who or which (i) 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 (ii) properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice approved by the Court, to the extent the Court provides an exclusion option, and who is excluded from the Settlement Class by order of the Court.

4. The Court hereby appoints Lowey Dannenberg, P.C. and Kirby McInerney LLP as Class Counsel to the Settlement Class for purposes of the Settlement, having determined that the requirements of Rule 23(g) of the Federal Rules of Civil Procedure are fully satisfied by this appointment.

5. The Court appoints A.B. Data, Ltd. as Settlement Administrator for purposes of the Settlement.

6. Plaintiffs are hereby appointed as representatives of the Settlement Class.

7. A hearing will be held on a date of the Court's convenience on or after ____________, 2026 at 9:00 a.m. Central Time, at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, before the undersigned, to consider the fairness, reasonableness, and adequacy of the Settlement (the "Settlement Hearing"). The foregoing date, time, and place of the Settlement Hearing shall be set forth in the Class Notice, which is ordered herein, but shall be subject to adjournment or change by the Court without further

notice to the members of the Settlement Class, other than that which may be posted at the Court or on the Settlement website at www.2017CBOTWheatFuturesClassAction.com.

8. The Court reserves the right to approve the Settlement at or after the Settlement Hearing with such modifications as may be consented to by the Parties and without further notice to the Settlement Class.

9. The terms of the Stipulations are hereby preliminarily approved. The Court finds that the Settlement was entered into at arm's-length by experienced counsel and is sufficiently within the range of reasonableness, fairness, and adequacy, and that notice of the Settlement should be given as provided in this Order because the Court will likely be able to approve the Settlement under Rule 23(e)(2) of the Federal Rules of Civil Procedure. The Court also finds that it will likely be able to conclude that the Settlement was fairly and honestly negotiated, serious questions of fact and law exist, an immediate recovery outweighs the possibility of future relief after protracted and expensive litigation, and the judgment of the parties is that the Settlement is fair and reasonable. The terms of the proposed Distribution Plan and the Proof of Claim and Release also are preliminarily approved as within the range of reasonableness, fairness, and adequacy.

10. All proceedings in this Action, other than such proceedings as may be necessary to implement the proposed Settlement or to effectuate the terms of the Stipulations, are hereby stayed and suspended until further order of this Court.

11. All Settlement Class Members and their legally authorized representatives, unless they submitted a valid request for exclusion as directed in the notice of the Court's May 7, 2025 certification of the litigation Class in this Action (hereinafter, "Request for Exclusion"), are hereby preliminarily enjoined (i) from filing, commencing, prosecuting, intervening in, or participating as a plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration,

or other proceeding in any jurisdiction based on the facts, conduct, or events, during the Class Period, underlying this Action; (ii) from filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any Settlement Class Members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action), based on the facts, conduct, or events, during the Class Period, underlying this Action; and (iii) from attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based on the facts, conduct, or events, during the Class Period, underlying this Action.

12. Within thirty-five (35) days after entry of this Order, the Settlement Administrator shall cause copies of the Short Form Notice or the Postcard Notice, in the form (without material variation) of Exhibits 5 and 6 to the Joint Declaration of Raymond P. Girnys and Anthony F. Fata, dated May 28, 2026 ("Joint Decl."), to begin being mailed by United States first class mail, postage prepaid, as described in the proposed Class Notice plan. Joint Decl. Exs. 5 and 6. The foregoing mailings shall be completed no later than sixty-five (65) days after the date of the entry of this Order.

13. Within thirty-five (35) days after entry of this Order, the Settlement Administrator shall cause to be published a publication notice, based on Exhibit 5 to the Joint Decl., as described in the proposed Class Notice plan. Joint Decl. Ex. 5.

14. The Settlement Administrator shall continue to update the website, www.2017CBOTWheatFuturesClassAction.com (the "Settlement Website"), beginning no later than the first date of mailing notice to the Class and remaining until the termination of the administration of the Settlement. The Settlement Website shall include copies of the Stipulations

(including exhibits), this Order, the long form and short form notices, the motion for preliminary approval and all exhibits attached thereto, the Distribution Plan, and other relevant court documents; identify important deadlines; and provide answers to frequently asked questions. The Settlement Website may be amended as appropriate during the course of the administration of the Settlement and shall be searchable on the Internet.

15. The Settlement Administrator shall maintain a toll-free interactive voice response telephone system containing recorded answers to frequently asked questions, along with an option permitting callers to speak to live operators or to leave messages in a voicemail box.

16. The Court approves, in form and substance, the Long Form Notice, the Short Form Notice, Postcard Notice, and the Settlement Website as described herein. The Class Notice plan specified herein (i) is the best notice practicable under the circumstances; (ii) is reasonably calculated, under the circumstances, to apprise members of the Settlement Class of the pendency and status of this Action and of their right to object to the proposed Settlement; (iii) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice of the Settlement Hearing; and (iv) fully satisfies all applicable requirements of Rule 23 of the Federal Rules of Civil Procedure, Due Process, and any other applicable rules or laws.

17. At least seventy-five (75) days prior to the Settlement Hearing, the Settlement Administrator shall serve and file a sworn statement attesting to compliance with the notice provisions in paragraphs 12-15 of this Order.

18. Any Settlement Class Member that objects to the fairness, reasonableness, or adequacy of any term or aspect of the Settlement, the application for attorneys' fees and expenses, or the Final Approval Order and Final Judgment, or who otherwise wishes to be heard, may appear in person or by his or her attorney at the Settlement Hearing and present evidence or argument that

may be proper and relevant. However, except for good cause shown, no person other than Class Counsel and Defendants' Counsel shall be heard and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be considered by the Court unless, not later than sixty (60) days prior to the Settlement Hearing, the Settlement Class Member files with the Court (and serves the same on or before the date of such filing by email, hand or U.S. mail on Class Counsel and Defendants' Counsel) a statement of the objection, as well as the specific legal and factual reasons for each objection, including all support that the objecting Settlement Class Member wishes to bring to the Court's attention and all evidence the objecting Settlement Class Member wishes to introduce in support of his, her, or its objection. Such submission must contain: (1) the name, address, and telephone number of the Person or entity objecting (and in the case of entities, the name and telephone number of the appropriate contact person) and must be signed by the objector or his, her, or its legally authorized representative (an attorney's signature is not sufficient); (2) a heading that refers to this Action by case name and case number ("*Dennis, et al. v. The Andersons, Inc., et al.*, No. 1:20-cv-4090 (N.D. Ill.)"); (3) a statement of the Class Member's objection or objections, and the specific legal and factual basis for each objection argument, including a description of any and all evidence the objecting Person or entity may offer at the Settlement Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; and all exhibits intended to be introduced at the Settlement Hearing; (4) whether the objection applies only to the objecting person, a specific subset of the Settlement Class or the entire Settlement Class; (5) documents sufficient to prove the objecting Person's membership in the Settlement Class, including a description of the transaction(s) entered into by the Settlement Class Member that fall within the Settlement Class definition (including the type and number of contract(s) traded, and the date(s) and (if available) price(s) at which the position was acquired); (6) a statement of whether the objecting Person or entity intends to appear at the Settlement Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and e-mail address; and (7) a list of other cases in which the objector or counsel for the objector has appeared either as an objector or counsel for an objector in the last five years. Persons who have timely submitted a valid Request for Exclusion are not Settlement Class Members and are not entitled to object.

19. Any objection to the Settlement submitted by a Settlement Class Member pursuant to paragraph 18 of this Order must be signed by the Settlement Class Member (or his, her, or its legally authorized representative), even if the Settlement Class Member is represented by counsel. The right to object to the proposed Settlement must be exercised individually by a Settlement Class Member or the legally authorized representative, and not as a member of a group, class, or subclass, except that such objections may be submitted by a Settlement Class Member's legally authorized representative.

20. Objectors may, in certain circumstances, be required to make themselves available to be deposed by any Party in the Northern District of Illinois or the county of the objector's residence or principal place of business within seven (7) days of service of the objector's timely written objection.

21. Any member of the Settlement Class that fails to object in the manner described in paragraphs 18-20 of this Order shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding related to or arising out of the Settlement. Discovery concerning any purported objections to the Settlement shall be completed no later than fourteen (14) days before the

Settlement Hearing. Class Counsel, Defendants' Counsel, and any other Persons wishing to oppose timely-filed objections in writing may do so not later than seven (7) days before the Settlement Hearing.

22. Any Settlement Class Member who did not submit a timely and valid written Request for Exclusion from the Class shall be bound by all proceedings, orders, and judgments in the Action, even if the Settlement Class Member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the Settled Claims, and even if such Settlement Class Member never received actual notice of the Action or the proposed Settlement.

23. The Settlement Administrator shall furnish Class Counsel and Defendants' Counsel with copies of any and all objections, notices of intention to appear, and other communications that come into its possession (except as otherwise expressly provided in the Stipulations) within one (1) Business Day of receipt thereof.

24. All Proofs of Claim and Release shall be submitted by members of the Settlement Class to the Settlement Administrator as directed in the mailed notice and must be postmarked no later than thirty (30) days after the Settlement Hearing.

25. To effectuate the Settlement and the notice provisions, the Settlement Administrator shall be responsible for: (a) establishing a P.O. Box (to be identified in the mailed notice and the publication notice), a toll-free interactive voice response telephone system and call center, and the Settlement website for the purpose of communicating with Settlement Class Members; (b) effectuating the Class Notice plan, including by running Settlement Class Members' addresses through the National Change of Address Database to obtain the most current address for each person; (c) accepting and maintaining documents sent from Settlement Class Members, including Proofs of Claim and Release, and other documents relating to the Settlement and its

administration; (d) administering claims for allocation of funds among Settlement Class Members; (e) determining the timeliness of each Proof of Claim and Release submitted by Settlement Class Members, and the adequacy of the supporting documents submitted by Settlement Class Members; (f) corresponding with Settlement Class Members regarding any deficiencies in their Proofs of Claim and Release and regarding the final value of any allowed claim; and (g) calculating each Authorized Claimant's allowed claim pursuant to the Distribution Plan.

26. The Settlement Administrator shall maintain a copy of all paper communications related to the Settlement for a period of one (1) year after distribution of the Net Settlement Fund defined in the Stipulations ("Net Settlement Fund"), and shall maintain a copy of all electronic communications related to the Settlement for a period of three (3) years after distribution of the Net Settlement Fund, after which time all such materials shall be destroyed, absent further direction from the Parties or the Court.

27. The Court preliminarily approves the establishment of the Settlement Fund defined in the Stipulations (the "Settlement Fund") as a qualified settlement fund pursuant to Section 468B of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder.

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

29. Neither the Stipulations (nor any of their exhibits), whether or not they shall become final, nor any negotiations, documents, and discussions associated with it, 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 manipulation of the market for CBOT Wheat Futures or Options and the prices of any CBOT Wheat Futures or Options Transaction; or (e) the propriety of certification of the Class other than solely for purposes of the Settlement. Further, neither the Stipulations (including its exhibits), whether or not they shall become final, nor any negotiations, documents, and discussions associated with them, nor the Final Approval Order and Final Judgment, may be discoverable or used directly or indirectly, in any way, whether in the Action or in any other action or proceeding of any nature, whether by the Settlement Class or any Person, except if warranted by existing law in connection with a dispute under the Stipulations or an action in which such documents are asserted as a defense. All rights of Defendants and Plaintiffs are reserved and retained if the Settlement does not become final in accordance with the terms of the Stipulations.

30. Class Counsel shall file their motions for payment of attorneys' fees and reimbursement of expenses, service awards, and for final approval of the Settlement at least seventy-five (75) days prior to the Settlement Hearing, and reply papers, if any, shall be filed no later than seven (7) days before the Settlement Hearing.

31. If the Settlement is approved by the Court following the Settlement Hearing, a Final Approval Order and Final Judgment will be entered as described in the Stipulations.

32. The Court may, for good cause, extend any of the deadlines set forth in this Order without notice to members of the Settlement Class, other than that which may be posted at the Court or on the Settlement Website, www.2017CBOTWheatFuturesClassAction.com.

33. In the event that the Settlement is terminated in accordance with its provisions, such terminated Stipulations and all proceedings had in connection therewith, including but not limited to all negotiations, documents, and discussions associated with the Stipulations, shall be null and

void and be of no force and effect, except as expressly provided to the contrary in the Stipulations, and shall be without prejudice to the *status quo ante* rights of the Parties.

34. If the Settlement is terminated or is ultimately not approved, the Court will modify any existing scheduling order to ensure that the Parties will have sufficient time to prepare for the resumption of litigation.

35. Unless otherwise specified, 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.

IT IS SO ORDERED.

Signed this____day of__________________, 20_________, at the Courthouse for the United States District Court for the Northern District of Illinois.

____
The Honorable Robert W. Gettleman
United States District Court Judge

EXHIBIT B

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

[PROPOSED] ORDER OF FINAL APPROVAL OF SETTLEMENT AND FINAL JUDGMENT

This matter came before the Court for a duly-noticed hearing on _______________, 20__ (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 Court's _______, 20___ Order Preliminarily Approving Proposed Settlement, Scheduling Hearing for Final Approval Thereof, and Approving the Proposed Form and Program of Notice to the Class ("Preliminary Approval Order"). ECF No. ___. Based on the record, the Court reconfirms that the

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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 and the Stipulation and Agreement of Settlement with The Andersons, Inc., entered into on May 27, 2026.

applicable 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 reimbursement of expenses associated with the Action, and 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 _______________, 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 three (3) related entities validly requested to be excluded from the Class. Those excluded Class Members are set forth in Schedule A attached hereto.

7. The Court finds that ____ 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. [The Court finds all objections are without merit and they are hereby overruled.]

8. 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.

9. 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.

10. 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 it 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.

11. 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.

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 13.

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, 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, 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, conduct, 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, conduct, or events, during the Class Period, underlying this Action; (b) filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class

[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.

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, conduct, 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 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, conduct, 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 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, [DATE] 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_____day of___________________, 20__________, at the Courthouse for the United States District Court for the Northern District of Illinois.

____
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.

EXHIBIT C

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

Dennis, et al. v. The Andersons, Inc., et al.	Case No. 20-cv-4090 (N.D. Ill.)

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT, [DATE], 2026 SETTLEMENT HEARING AND CLASS MEMBERS' RIGHTS

This Notice of Proposed Class Action Settlement, [Date], 2026 Settlement Hearing and Class Members' Rights ("Notice") is given pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the Northern District of Illinois (the "Court"). It is not junk mail, an advertisement, or a solicitation from a lawyer. You have not been sued.

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROCEEDINGS IN THE ABOVE-CAPTIONED ACTION ("ACTION"). THIS NOTICE ADVISES YOU OF YOUR RIGHTS AND OPTIONS WITH RESPECT TO THIS ACTION, INCLUDING WHAT YOU MUST DO IF YOU WISH TO SHARE IN THE PROCEEDS OF THE NET SETTLEMENT FUND. TO CLAIM YOUR SHARE OF THE NET SETTLEMENT FUND, YOU MUST ELECTRONICALLY SUBMIT YOUR PROOF OF CLAIM AND RELEASE FORM ("CLAIM FORM") ON OR BEFORE [DATE] OR MAIL YOUR CLAIM FORM TO THE ADDRESS IN QUESTION 12 SO THAT IT IS POSTMARKED NO LATER THAN [DATE].

TO: All persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017.

"CBOT Wheat Futures or Options" means wheat futures and options contracts that trade on the Chicago Board of Trade ("CBOT").

The purpose of this Notice is to inform you of a proposed settlement in this Action (the "Settlement") with Defendants Cargill, Incorporated ("Cargill") and The Andersons, Inc. ("TAI," and together with Cargill, "Defendants"). Plaintiffs entered into the Stipulations and Agreements of Settlement (the "Stipulations") with Cargill and TAI on May 27, 2026.

You are receiving this Notice because records indicate that you may have transacted in one or more CBOT Wheat Futures or Options during the Class Period and may be a Class Member in this Action.

Please do not contact the Court regarding this Notice. Inquiries concerning this Notice, the Claim Form, or any other questions by Class Members should be directed to:

2017 CBOT Wheat Futures Class Action
c/o A.B. Data, Ltd.
P.O. Box XXXXXX
[City, State ZIP Code]
Tel: XXXX
Email: XXXXX
Website: www.2017CBOTWheatFuturesClassAction.com

If you are a brokerage firm, futures commission merchant, nominee or other person or entity who or which entered into CBOT Wheat Futures or Options during the Class Period for the beneficial interest of persons or organizations other than yourself, the Court has directed that, WITHIN SEVEN (7) DAYS OF YOUR RECEIPT OF THIS NOTICE, you either: (i) provide the name(s) and last known address(es) of such customers to the Notice Administrator, A.B. Data, Ltd. at the address listed below within one week of receiving this Notice, which will send Notice to those customers, or (ii) mail or email copies of this Notice to such persons or entities that are members of the Class. Please preserve your clients' transaction records in CBOT SRW December 2017 or March 2018 futures contracts (and options on such futures contracts) traded between November 29, 2017 through March 31, 2018, and instruct your clients of their preservation obligations detailed below in this Notice. You may be reimbursed from the Settlement Fund for your reasonable out-of-pocket expenses. Those expenses require prior authorization of the Settlement Administrator and will be paid upon submission of appropriate supporting documentation. All communications regarding the foregoing should be addressed to the Settlement Administrator at the address listed above.

Plaintiffs allege that that Defendants Cargill and TAI manipulated the CBOT SRW wheat December 2017 futures contract ("CBOT December 2017 contract") and the CBOT SRW wheat March 2018 futures contract ("CBOT March 2018 contract") and options on the CBOT March 2018 contract. Plaintiffs allege that Defendants manipulated these contracts (and options on the CBOT March 2018 contract) by registering 2,000 December 2017 SRW wheat shipping certificates for the purpose of influencing prices rather than because of any legitimate need to sell that quantity of wheat. Plaintiffs assert claims against Defendants under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq.*, the Sherman Antitrust Act, 15 U.S.C. §§ 1 and 2, *et seq.*, and the common law regarding unjust enrichment.

Defendants deny that they did anything wrong and assert that Plaintiffs' claims have no merit. Among other things, Defendants assert that the registration of shipping certificates was economical, not for any improper purpose, and lawful.

Nonetheless, to avoid the uncertainty and risk of further litigation and the duration, expense, difficulties, and delays inherent in such litigation, Defendants have agreed to settle the claims in this lawsuit, and to individually pay $5 million each, or $10 million total, to eligible Settlement Class Members.

The Court has preliminarily approved the Settlement. The following table contains a summary of your rights and options regarding the Settlement. More detailed information about your rights and options can be found in the Stipulations and Distribution Plan, which are both available at www.2017CBOTWheatFuturesClassAction.com (the "Settlement Website").

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
DO NOTHING	If you do nothing in connection with the Settlement, you will receive no payment from the Net Settlement Fund *and* you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the Settlement's releases. See question 18.
FILE A CLAIM FORM	The only way to receive your share of the Net Settlement Fund is to complete and file a timely and valid Claim Form electronically by no later than **[DATE]**, or to mail your Claim Form so that it is postmarked no later than **[DATE]**. See question 12.
OBJECT TO THE SETTLEMENT	If you wish to object to any aspect of the Settlement, Distribution Plan, Class Counsel's application for attorneys' fees and expenses, Plaintiffs' application for Service Awards, or any other matter, you must file a written objection with the Court and serve copies on Class Counsel and Defendants' Counsel by **[DATE]**. You must be and remain within the Settlement Class in order to object. See questions 19 and 20.
GO TO THE SETTLEMENT HEARING	You may ask the Court for permission to speak about the Settlement at the Settlement Hearing by including such a request in your written objection, which you must file with the Court and serve on Class Counsel and Defendants' Counsel by **[DATE]**. The Settlement Hearing is currently scheduled for **[DATE]**, but you should check the Settlement Website before attending because the hearing date is subject to change. See questions 23 - 25.

YOUR LEGAL RIGHTS AND OPTIONS IN THE SETTLEMENT	
APPEAR THROUGH AN ATTORNEY	You may enter an appearance through your own counsel at your own expense. See question 25.

These rights and options and the deadlines to exercise them are explained in this Notice. The capitalized terms used in this Notice are explained or defined below or in the Stipulations, which are available on the Settlement Website, www.2017CBOTWheatFuturesClassAction.com.

The Court has appointed the lawyers listed below ("Class Counsel") to represent you and the Settlement Class in this Action:

Raymond P. Girnys
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7205

Anthony F. Fata
KIRBY McINERNEY LLP
211 West Wacker Drive, Suite 550
Chicago, IL 60606
Telephone: (312) 767-5180

Please regularly visit the Settlement Website www.2017CBOTWheatFuturesClassAction.com for updates relating to the Settlement.

WHAT THIS NOTICE CONTAINS

BASIC INFORMATION

1. What is a Class Action Lawsuit?

A class action is a lawsuit in which one or more representative plaintiffs (in this case, Plaintiffs) bring a lawsuit on behalf of themselves and other similarly situated persons (*i.e.*, a class) who have similar claims against the defendants. The representative plaintiffs, the court, and counsel appointed to represent the class all have a responsibility to make sure that the interests of all class members are adequately represented.

Importantly, class members are NOT individually responsible for payment of attorneys' fees or litigation expenses. In a class action, attorneys' fees and litigation expenses are paid from the settlement fund (or the court-awarded judgment amount) and must be approved by the court. If there is no recovery on behalf of the class, the attorneys do not get paid.

When a representative plaintiff enters into a settlement with a defendant on behalf of a class, such as in the Settlement with Defendants, the court will require that the members of the class be given notice of the settlement and an opportunity to be heard with respect to the settlement. The court then conducts a hearing (called a Settlement Hearing) to determine, among other things, if the settlement is fair, reasonable, and adequate.

2. Why Did I Get this Notice?

You received this Notice because you requested it or records indicate that you may be a Class Member. As a potential Class Member, you have a right to know about the proposed Settlement before the Court decides whether to approve the Settlement.

This Notice explains the Action, the Settlement, your legal rights, what benefits are available, who is eligible for them, and how you can apply to receive your portion of the benefits if you are eligible. The purpose of this Notice is also to inform you of the Settlement Hearing to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement and Distribution Plan and to consider requests for awards of attorneys' fees, litigation expenses and costs, and any Service Awards for Plaintiffs from the Settlement Fund.

3. What are the Definitions Used in this Notice?

Unless otherwise indicated, this Notice incorporates by reference the definitions in the Stipulations and Agreements of Settlement (the "Stipulations"). The Stipulations and the Court's Preliminary Approval Order as to the Stipulations are posted on the Settlement Website. All capitalized terms used, but not defined, shall have the same meanings as in the Stipulations and the Court's Preliminary Approval Order.

4. What is this Action About?

This lawsuit alleges that TAI and Cargill operated multiple grain storage warehouses in Toledo, Ohio and collaborated to manipulate prices of soft red winter ("SRW") wheat futures and options contracts on the CBOT. Plaintiffs allege that Defendants sold SRW wheat to the major purchasers in October and November 2017 to suppress demand for physical SRW wheat. Plaintiffs further allege that on November 29, 2017, TAI registered for delivery 2,000 certificates of CBOT December 2017 SRW wheat for the purpose of influencing prices, rather than because of any legitimate need to sell that quantity of wheat. Specifically, Plaintiffs, who filed this lawsuit on behalf of themselves and the Class, allege that TAI registered 2,000 December 2017 SRW wheat shipping certificates to falsely signal to the market that it planned to sell wheat from the futures market using the CBOT delivery process in December 2017. The price of the CBOT December 2017 contract decreased, and the spread between the CBOT December 2017 contract and the CBOT March 2018 contract widened. Defendants subsequently repurchased the majority of the shipping certificates that TAI had delivered at the decreased prices.

Plaintiffs assert claims against Defendants under the Commodity Exchange Act, 7 U.S.C. § 1, *et seq*. ("CEA"), the Sherman Antitrust Act, 15 U.S.C. §§ 1 and 2, *et seq*. ("Sherman Act"), and the common law regarding unjust enrichment.

Defendants deny that they did anything wrong and assert that Plaintiffs' claims have no merit. Among other things, Defendants assert that the registration of shipping certificates was economical, not for any improper purpose, and lawful.

Nevertheless, to settle the claims in this lawsuit, and thereby avoid the distraction and cost of further litigation, Defendants have agreed to pay $5 million each ($10 million total) (the "Settlement Fund") in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, the Settlement Fund, plus interest earned from the date it was established, less any Taxes, the reasonable costs of Class Notice and claims administration, any Court-awarded attorneys' fees, litigation expenses and costs, Service Awards for Plaintiffs, and any other costs or fees approved by the Court (the "Net Settlement Fund") will be divided among all Class Members who file timely and valid Claim Forms.

If the Settlement is approved, the Action will be fully resolved. If the Settlement is not approved, Plaintiffs will continue to pursue their claims against Cargill and TAI.

5. What is the History of this Action?

The Plaintiffs initially filed this lawsuit on July 10, 2020. On September 14, 2020, TAI filed a motion to have the case transferred to the Northern District of Ohio ("MTT"). Plaintiffs filed an amended complaint on October 9, 2020 (the "FAC"). On December 23, 2020, Defendants moved to dismiss the FAC, arguing that Plaintiffs failed to adequately state their claims. On July 9, 2021, the Court issued a Memorandum Opinion and Order (the "July 9 Order") that denied Defendants' motion to dismiss Plaintiffs' CEA claims and granted Defendants' motion to dismiss Plaintiffs' Sherman Act claims and common law unjust enrichment claims. In the July 9 Order, the Court denied Defendants' MTT and granted Plaintiff leave to refile a second amended complaint, which Plaintiffs filed on August 9, 2021 (the "SAC"). On August 30, 2021, Defendants filed a motion to dismiss Plaintiffs' Sherman Act claims alleged in the SAC, arguing that Plaintiffs failed to allege essential elements for the claims. On May 3, 2022, the Court issued a Memorandum Opinion and Order (the "May 3 Order") that denied Defendants' motion to dismiss Plaintiffs' Sherman Act claims alleged in the SAC. On June 15, 2022, Defendants filed answers to Plaintiffs' SAC. On February 9, 2023, Plaintiffs filed a third amended complaint (the "TAC") to add Plaintiff Michael Glass. Defendants filed answers to Plaintiffs' TAC on March 10, 2023. Discovery began in January 2022, with fact discovery completing in September 2024.

On March 27, 2024, Plaintiffs moved to certify this lawsuit as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure, and Defendants moved to exclude the testimony of Plaintiffs' class certification expert. On October 7, 2024, the Court issued an order that largely denied Defendants' motion to exclude ("October 7 Order"). Defendants filed an objection to the October 7 Order, which the Court denied on December 17, 2024, finding that the opinions of Plaintiffs' expert related to the requirements for class certification, classwide injury, and damages were sufficiently reliable and, therefore, the Court's October 7 Order was not clear error. On May 7, 2025, the Court granted Plaintiffs' motion and certified the Class. On June 16, 2025, the Seventh Circuit Court of Appeals denied Defendants' appeal of the certification order under Federal Rule of Civil Procedure 23(f), and on July 16, 2025, the Seventh Circuit denied Defendants' petition for rehearing *en banc*.

While the litigation was ongoing and following the Court's class certification decision, Class Counsel and Cargill's Counsel negotiated the basic terms of the settlement and executed a binding term sheet. Plaintiffs filed a notice of settlement on November 26, 2025 and continued to litigate against TAI. While continuing to negotiate the settlement with Cargill, Class Counsel and TAI's Counsel agreed to a settlement amount, informed the Court on April 1, 2026, and negotiated a binding term sheet. The Stipulations were finalized and executed on May 27, 2026.

On May 28, 2026, Plaintiffs moved for preliminary approval of the Settlement, which was granted on ____________, 2026.

6. Why is there a Settlement?

Plaintiffs and Class Counsel believe that Class Members have been damaged by Cargill's and TAI's conduct. Defendants deny the allegations made by Plaintiffs and believe that they have meritorious defenses to Plaintiffs' allegations such that Plaintiffs' claims would have been rejected prior to trial, at trial, or on appeal. As a result, Defendants believe Plaintiffs would have received nothing if the litigation had continued to trial.

The Court has not decided in favor of either Plaintiffs or Defendants. Instead, Plaintiffs reached settlement of the Action. The Settlement allows the Parties to avoid the risks and costs of lengthy litigation and the uncertainty of pre-trial proceedings, a trial, and appeals. If the Settlement is approved, eligible Class Members who file timely and valid Claim Forms will receive some compensation, rather than risk ultimately receiving nothing. Accordingly, Plaintiffs and Class Counsel believe the Settlement is in the best interest of all Class Members.

Each Defendant has agreed to pay $5 million for a total of $10 million (the "Settlement Fund") in cash for the benefit of the proposed Settlement Class. If the Settlement is approved, the Net Settlement Fund will be divided among all Class Members who file valid Claim Forms.

If the Settlement is approved, the Action will be fully resolved. If the Settlement is not approved, Plaintiffs will continue to pursue their claims against Cargill and TAI.

WHO GETS MONEY FROM THE SETTLEMENT

7. How Do I Know if I am a Class Member?

In the Preliminary Approval Order, the Court preliminarily approved the following Settlement Class:

> All persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during

the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017. Excluded from the Settlement Class are: Defendants and their direct or indirect parents, subsidiaries, affiliates, divisions, officers, directors, employees, and agents, whether or not named as a Defendant; the United States government; and any judicial officer presiding over this Action and the members of his or her immediate family and judicial staff. Also excluded from the Settlement Class is any Person or entity who or which (i) 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 (ii) properly excludes himself, herself, or itself by filing a valid and timely request for exclusion in accordance with the requirements set forth in the Class Notice approved by the Court, to the extent the Court provides an exclusion option, and who is excluded from the Settlement Class by order of the Court.

Not everyone who fits this description will be a Class Member. Please see question 8 for a discussion of exclusions from the Settlement Class.

8. Are there Exceptions to Being Included in the Settlement Class?

Yes. You are not included in the Settlement Class if you are a Defendant or any direct or indirect parent, subsidiary, affiliate, division, officer, director, employee, and agent of any Defendant, whether or not named as a Defendant. In addition, the United States government, the judicial officer presiding over this Action, and the members of his or her immediate family and judicial staff are excluded from the Settlement Class. Finally, any Person or entity who or which 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 will not be a member of the Settlement Class.

9. Can I Still Exclude Myself?

No. The option to exclude yourself has passed. If you did not exclude yourself from the certification of the litigation Class previously, you are a Class Member and cannot ask to be excluded now.

10. I'm Still Not Sure if I am Included.

If you are still not sure whether you are included, you can ask for free help. You can call toll-free 1-xxx-xxx-xxxx (if calling from outside the United States or Canada, call 1-xxx-xxx-xxxx) or visit the Settlement Website, www.2017CBOTWheatFuturesClassAction.com for more information.

THE SETTLEMENT'S BENEFITS

11. What Does the Settlement Provide?

Cargill and TAI have each paid $5 million into a fund to be held for disbursement to the Settlement Class and to pay for Court-approved fees and expenses, if the Settlement is approved.

This is not a claims-made settlement, and Defendants are not involved in the development of the Distribution Plan for the Settlement. The Settlement does not provide for a reversion of the Settlement Fund to Defendants.

12. How Will I Get a Payment?

If you are a Class Member and have not excluded yourself, you are eligible to file a Claim Form to receive your share of money from the Net Settlement Fund. Claim Forms must be submitted online at the Settlement Website on or before 11:59 p.m. Central time on **[DATE]** **OR** postmarked by **[DATE]** and mailed to:

2017 CBOT Wheat Futures Class Action
c/o A.B. Data, Ltd.
P.O. Box XXXXXX
[City, State ZIP Code]
info@2017CBOTWheatFuturesClassAction.com

Following the timely submission and receipt of your Claim Form, the Settlement Administrator will provide a confirmation number and inform you of important next steps.

Please keep all data and documentation related to your eligible CBOT Wheat Futures or Options. Having data and documentation may be important to substantiating your Claim Form.

If you do not file a Claim Form, you will not receive any payments from the Net Settlement Fund.

13. How Much Will My Payment Be?

The amount of your payment will be determined by the Distribution Plan, if it is approved, or by such other plan of distribution that is approved by the Court. At this time, it is not known precisely how much each Authorized Claimant will receive from the Net Settlement Fund or when payments will be made. For more information on the Distribution Plan see question 14.

14. What is the Distribution Plan?

The Distribution Plan is available for review on the Settlement Website, www.2017CBOTWheatFuturesClassAction.com. Changes, if any, to the Distribution Plan based on newly available data or information will be promptly posted on the Settlement Website. Please check the Settlement Website for the most up-to-date information about the Distribution Plan.

15. When Will I Receive a Payment?

The Court will hold the Settlement Hearing on **[DATE], 2026** to decide whether to approve the Settlement and Distribution Plan. Class Members who intend to attend the Settlement Hearing should check the Settlement Website to confirm the date of the Settlement Hearing, which is subject to change by the Court. If the Court approves the Settlement and Distribution Plan, there may be appeals after that. It can sometimes take a year or more for the appellate process to conclude. The Settlement Administrator will also require some time to process and verify the Claim Forms submitted.

Please be patient; status updates will be posted on the Settlement Website.

16. What Do I Have to Do After I File a Claim Form?

After you file a Claim Form, the Settlement Administrator will evaluate your Claim Form to determine if you have provided sufficient information to validate your membership in the Settlement Class. If the Settlement Administrator determines that your Claim Form is deficient or defective, it will contact you. If you subsequently provide information that satisfies the Settlement Administrator concerning the validity of your Claim Form, you will not have to do anything else. If any disputes cannot be resolved, you may present any disputes to the Court at the time Class Counsel seeks Court approval to distribute the Net Settlement Fund, and the Court will make a final determination of the validity of your Claim Form.

Please keep all data and documentation related to your eligible CBOT Wheat Futures or Options. Having data and documentation may be important to substantiating your Claim Form.

17. What Am I Giving Up to Receive a Payment?

Unless you have validly excluded yourself, you remain a Class Member. That means you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties, or any other Person, based on the facts, conduct, or events, during the Class Period, underlying this Action. Upon the Effective Date of the Settlement, Plaintiffs and each of 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 not to rely on or use in any manner the Stipulations or the Settled Claims in connection with any other litigation.

The capitalized terms used in this paragraph are defined in the Stipulations, Preliminary Approval Order, or this Notice. For easy reference, certain of these terms are copied below:

- "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.

- "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.

- "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, 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, 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, conduct, 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.

18. What If I Do Nothing?

You are automatically a Settlement Class Member if you fit the Settlement Class description. However, if you do not submit a timely and valid Claim Form, you will not receive any payment from the Net Settlement Fund. You will be bound by past and any future Court rulings, including rulings on the Settlement and releases. Unless you have validly excluded yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be a part of any other lawsuit against Defendants or any of the other Released Parties on the basis of the Settled Claims. Please see question 17 for a description of the Settled Claims.

OBJECTING TO THE SETTLEMENT

19. How Do I Tell the Court What I Think About the Settlement?

If you are a Class Member and you have not validly excluded yourself, you can tell the Court what you think about the Settlement. You can object to all or any part of the Settlement, Distribution Plan, and/or application for attorneys' fees, reimbursement of litigation expenses and costs, and any Service Awards for Plaintiffs. You can give reasons why you think the Court should approve them or not. The Court will consider your views. If you want to make an objection, you may enter an appearance in the Action, at your own expense, individually or through counsel of your own choice, by filing with the Clerk of United States District Court for the Northern District of Illinois a notice of appearance and your objection, and serving copies of your objection on Class Counsel and Defendants' Counsel by **[DATE]** to the following email and physical addresses:

Class Counsel	***Cargill's Counsel***	***TAI's Counsel***
Raymond P. Girnys LOWEY DANNENBERG, P.C. 44 South Broadway, Suite 1100 White Plains, NY 10601 (914) 733-7205 ________@lowey.com & Anthony F. Fata KIRBY McINERNEY LLP 211 West Wacker Drive, Suite 550 Chicago, IL 60606 Telephone: (312) 767-5180 afata@kmllp.com	Kenneth M. Kliebard MORGAN, LEWIS & BOCKIUS LLP 110 North Wacker Drive Chicago, IL 60606 Phone: (312) 324-1000 Facsimile: (312) 324-1001 kenneth.kliebard@morganlewis.com	Ellen M. Wheeler FOLEY & LARDNER LLP 321 North Clark Street, Suite 3000 Chicago, IL 60654 Phone: (312) 832-4500 Facsimile: (312) 832-4700 ewheeler@foley.com

Any Class Member who does not enter an appearance will be represented by Class Counsel.

If you choose to object, you must file a written objection. You cannot make an objection by telephone or email. Your written objection must: (i) include the name, address, and telephone number of the Person or entity objecting and be signed by the Class Member or his, her, or its legally authorized representative (an attorney's signature is not sufficient); (ii) the name of the Action (*Dennis, et al. v. The Andersons, Inc., et al.*, No. 1:20-cv-4090 (N.D. Ill.)); (iii) state the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention; (iv) whether the objection applies only to the Class Member, a specific subset of the Settlement Class, or the entire Settlement Class; (v) documents sufficient to prove the Class Member's membership in the Settlement Class, including a description of the transaction(s) entered into by the Settlement Class Member that fall within the Settlement Class definition; (vi) a statement of whether you intend to appear at the Settlement Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, address, telephone number, and e-mail address; and (vii) a list of other cases in which you or your counsel has appeared either as an objector or counsel for an objector in the last five years. If you enter an appearance and desire to present evidence at the Settlement Hearing in support of your objection, you must also include in your written objection or notice of appearance the identity of any witnesses you may call to testify and any exhibits you intend to introduce into evidence at the hearing. Objectors may, in certain circumstances, be required to make themselves available to be deposed within seven (7) days of service of the objector's timely written objection.

If you do not timely and validly submit your objection, your views will not be considered by the Court. Check the Settlement Website, www.2017CBOTWheatFuturesClassAction.com for updates on important dates and deadlines relating to the Settlement.

20. What is the Difference Between Objecting and Excluding Myself?

Objecting is telling the Court that you do not like something about the Settlement. You can object to the Settlement only if you remain a Class Member and did not previously exclude yourself from the litigation Class. If you have validly excluded yourself, you have no right to object to the Settlement because it no longer affects you.

THE LAWYERS REPRESENTING YOU

21. Do I Have a Lawyer in this Case?

The Court has appointed the lawyers listed below to represent you and the Settlement Class in this Action:

Raymond P. Girnys
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 733-7205

Anthony F. Fata
KIRBY McINERNEY LLP
211 West Wacker Drive, Suite 550
Chicago, IL 60606
Telephone: (312) 767-5180

These lawyers are called Class Counsel. Class Counsel may apply to the Court for payment of attorneys' fees and litigation expenses and costs from the Settlement Fund. You will not otherwise be charged for Class Counsel's services. If you want to be represented by your own lawyer, you may hire one at your own expense.

22. How Will the Lawyers Be Paid?

To date, Class Counsel have not been paid any attorneys' fees or reimbursed for any out-of-pocket costs. Any attorneys' fees and litigation expenses and costs will be awarded only as approved by the Court in amounts determined to be fair and reasonable. The Settlement provides that Class Counsel may apply to the Court for an award of attorneys' fees and litigation expenses and costs out of the Settlement Fund. Prior to the Settlement Hearing, Class Counsel will move for an award of no more than $3,333,333.33 in attorneys' fees, which is one-third of the Settlement Fund, plus an award of no more than $1.5 million as payment of litigation expenses and costs, and for interest on such attorneys' fees and litigation expenses and costs at the same rate as the earnings in the Settlement Fund, accruing from the inception of the Settlement Fund until the attorneys' fees and litigation expenses and costs are paid. Plaintiffs may also seek Service Awards from the Settlement Fund for the two class representatives totaling no more than $50,000.

This is only a summary of the request for attorneys' fees and litigation expenses and costs. Any motions in support of the requests will be available for viewing on the Settlement Website after they are filed by **[DATE]**. If you wish to review the motion papers, you may do so by viewing them at the Settlement Website, www.2017CBOTWheatFuturesClassAction.com.

The Court will consider the motion for attorneys' fees and litigation expenses and costs and Plaintiffs' request for a Service Award at or after the Settlement Hearing.

THE COURT'S SETTLEMENT HEARING

23. When And Where Will the Court Decide Whether to Approve the Settlement?

The Court will hold the Settlement Hearing on **[DATE]**, at **[TIME]**, at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604. The Settlement Hearing may be moved to a different date or time without notice to you. Although you do not need to attend, if you plan to do so, you should check the Settlement Website before making travel plans.

At the Settlement Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will also consider whether to approve the Distribution Plan and requests for attorneys' fees, litigation expenses and costs, and any Service Awards for Plaintiffs. If there are any objections, the Court will consider them at this time. We do not know how long the Settlement Hearing will take or when the Court will make its decision. The Court's decision may be appealed.

24. Do I Have to Come to the Settlement Hearing?

No. Class Counsel will answer any questions the Court may have. You are, however, welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file and serve your written objection on time, the Court will consider it. You may also hire your own lawyer to attend, but you are not required to do so.

25. May I Speak at the Settlement Hearing?

You may ask the Court for permission to speak at the Settlement Hearing. If you want to appear at the Settlement Hearing, you may enter an appearance in the Action at your own expense, individually, or through counsel of your own choice, by filing with the Clerk of Court a notice of appearance and your objection, and serving copies of your objection on Class Counsel and

Defendants' Counsel at the addresses set forth in in question 19, such that they are received no later than **[DATE]**, or as the Court may otherwise direct. Any Class Member who does not enter an appearance will be represented by Class Counsel. You cannot request to speak at the Settlement Hearing by telephone unless the Settlement Hearing is conducted remotely.

GETTING MORE INFORMATION

26. How Do I Get More Information?

The Court has appointed A.B. Data, Ltd. as the Settlement Administrator. Among other things, the Settlement Administrator is responsible for providing this Notice of the Settlement and processing Claim Forms.

This Notice summarizes the Stipulations. More details are in the Stipulations and Distribution Plan, which are available for your review at the Settlement Website, www.2017CBOTWheatFuturesClassAction.com. The Settlement Website also has answers to common questions about the Settlement, Claim Form, and other information to help you determine whether you are a Class Member and whether you are eligible for a payment. You may also call toll-free 1-xxx-xxx-xxxx (if calling from outside the United States or Canada, call 1-xxx-xxx-xxxx) or write to the Settlement Administrator at:

2017 CBOT Wheat Futures Class Action
c/o A.B. Data, Ltd.
P.O. Box XXXXXX
[City, State ZIP Code]
Tel: XXXX
Email: XXXXX

If this Notice reached you at an address other than the one on the mailing label, or if your address changes, please enter your current information online at the Settlement Website, or send it to the Settlement Administrator at the address set forth above in the event the Settlement Administrator needs to contact you.

*******Please do not contact the Court or the Clerk's Office regarding this Notice or for additional information.*******

DATED: __________________, 2026 BY ORDER OF THE COURT

EXHIBIT D

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

Dennis, et al. v. The Andersons, Inc., et al.	Case No. 20-cv-4090 (N.D. Ill.)

SUMMARY NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

If you transacted in CBOT Wheat Futures or Options from at least November 30, 2017 through March 31, 2018, your rights may be affected by a pending class action settlement and you may be entitled to a portion of the settlement fund.

This Summary Notice is to alert you to a proposed Settlement with Cargill, Incorporated ("Cargill") and The Andersons, Inc. ("TAI," and together with Cargill, "Defendants") totaling **$10,000,000.00**, in a pending class action (the "Action"). Defendants deny each and every one of Plaintiffs' allegations of unlawful conduct, and each maintains that they have good and meritorious defenses to the claims of liability and damages made by Plaintiffs.

The United States District Court for the Northern District of Illinois (the "Court") authorized this Summary Notice and has appointed the lawyers listed below ("Class Counsel") to represent the Settlement Class in this Action:

Raymond P. Girnys
LOWEY DANNENBERG, P.C.
44 South Broadway, Suite 1100
White Plains, NY 10601
Telephone: (914) 997-0500

Anthony F. Fata
KIRBY McINERNEY LLP
211 West Wacker Drive, Suite 550
Chicago, IL 60606
Telephone: (312) 767-5180

Who is a member of the Settlement Class?

Subject to certain exceptions, the proposed Settlement Class consists of all persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017.

"CBOT Wheat Futures or Options" means wheat futures and options contracts that trade on the Chicago Board of Trade ("CBOT").

The other capitalized terms used in this Summary Notice are defined in the detailed Notice of Proposed Class Action Settlement, **[DATE]**, 2026 Settlement Hearing Thereon, and Class Members' Rights ("Notice") and the Stipulations and Agreement of Settlement ("Stipulations"), which are available at **www.2017CBOTWheatFuturesClassAction.com**.

If you are not sure if you are included in the Settlement Class, you can get more information, including the detailed Notice, at **www.2017CBOTWheatFuturesClassAction.com** or by calling toll-free 1-XXX-XXX-XXXX (if calling from outside the United States or Canada, call 1-XXX-XXX-XXXX).

What is this lawsuit about and what does the Settlement provide?

This lawsuit alleges that TAI and Cargill operated multiple grain storage warehouses in Toledo, Ohio and collaborated to manipulate prices of soft red winter ("SRW") wheat futures and options contracts on the CBOT. Plaintiffs allege that Defendants sold SRW wheat to the major purchasers in October and November 2017 to suppress demand for physical SRW wheat. Plaintiffs further allege that on November 29, 2017, TAI registered for delivery 2,000 certificates of CBOT December 2017 SRW wheat for the purpose of influencing prices, rather than because of any legitimate need to sell that quantity of wheat. Specifically, Plaintiffs, who filed this lawsuit on behalf of themselves and the Class, allege that TAI registered 2,000 December 2017 SRW wheat shipping certificates to falsely signal to the market that it planned to sell wheat from the futures market using the CBOT delivery process in December 2017. The price of the CBOT December 2017 contract decreased, and the spread between the CBOT December 2017 contract and the CBOT March 2018 contract widened. Defendants subsequently repurchased the majority of the shipping certificates that TAI had delivered at the decreased prices.

Plaintiffs assert claims against Defendants under the Commodity Exchange Act, 7 U.S.C. § 1 *et seq*. ("CEA"), the Sherman Antitrust Act, 15 U.S.C. §§ 1 and 2, *et seq*. ("Sherman Act"), and the common law regarding unjust enrichment.

Defendants deny that they did anything wrong and assert that Plaintiffs' claims have no merit. Among other things, Defendants assert that the registration of shipping certificates was economical, not for any improper purpose, and lawful. Nonetheless, to avoid the uncertainty and risk of further litigation and the duration, expense, difficulties, and delays inherent in such litigation, Defendants have agreed to settle the claims in this lawsuit, and to individually pay $5 million each, or $10 million total, to eligible Settlement Class Members.

If the Settlement is approved, the Action will be fully resolved. If the Settlement is not approved, Plaintiffs will continue to pursue their claims against Cargill and TAI.

Will I get a payment?

If you are a member of the Settlement Class and you have not validly opted out, you may be eligible for a payment from the Net Settlement Fund if you file a Claim Form. You also may obtain more information at **www.2017CBOTWheatFuturesClassAction.com** or by calling toll-free 1-XXX-XXX-XXXX (if calling from outside the United States or Canada, call 1-XXX-XXX-XXXX). Claim Forms must be postmarked by **[DATE]** or submitted online at **www. www.2017CBOTWheatFuturesClassAction.com** on or before 11:59 p.m. Central Time on **[DATE]**.

What are my rights?

If you are a member of the Settlement Class and have not validly opted out, you will release certain legal rights against Defendants and Released Parties as explained in the detailed Notice and Stipulations, which are available at **www.2017CBOTWheatFuturesClassAction.com**. You may object to the proposed Settlement, the Distribution Plan, and/or Class Counsel's request for attorneys' fees, payment of litigation costs and expenses, and Plaintiffs' application for Service Awards. If you want to object, you must do so by **[DATE]**. Information on how to object is contained in the detailed Notice, which is available at **www.2017CBOTWheatFuturesClassAction.com**.

When is the Settlement Hearing?

The Court will hold a hearing at the United States District Court for the Northern District of Illinois, 219 South Dearborn Street, Chicago, IL 60604, on **[DATE]** at **[TIME** a.m./p.m.**]** Central Time to consider whether to finally approve the proposed Settlement, Distribution Plan, the application for an award of attorneys' fees and payment of litigation costs and expenses, and the application for Service Awards for the Plaintiffs. The Settlement Hearing may be moved to a different date or time or conducted remotely without notice to you. Although you do not need to attend, if you plan to do so, you should check the Settlement Website before making travel plans. You or your lawyer may ask to appear and speak at the hearing at your own expense, but you do not have to. Any changes to the time and place of the Settlement Hearing, or other deadlines, will be posted to **www.2017CBOTWheatFuturesClassAction.com** as soon as is practicable.

For more information, call toll-free 1-XXX-XXX-XXXX **(if calling from outside the United States or Canada, call** 1-XXX-XXX-XXXX**) or visit www.2017CBOTWheatFuturesClassAction.com**

******* Please do not call the Court or the Clerk of the Court for information about the Settlement. *******

EXHIBIT E

NOTICE OF CLASS ACTION SETTLEMENT

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

Richard Dennis and Port 22, LLC on behalf of themselves and all others similarly situated,

-against-

The Andersons, Inc., and Cargill, Inc.

Case No. 20-cv-4090 (N.D. Ill.)

2017 CBOT Wheat Futures Class Action
c/o A.B. Data, Ltd.
P.O. Box ___
Milwaukee, WI 53217
877-XXX-XXXX
info@____.com

PLEASE VISIT <u>WWW.2017CBOTWHEATFUTURESCLASSACTION.COM</u> FOR MORE INFORMATION.

TO: All persons or entities who purchased—(a) a long position in Chicago Board of Trade ("CBOT") soft red winter ("SRW") wheat December 2017 or March 2018 futures contracts; (b) a long position in CBOT call options on CBOT soft red winter wheat March 2018 futures contracts; or (c) a short position in CBOT put options on CBOT soft red winter wheat March 2018 futures contracts—and subsequently liquidated the position through an offsetting market transaction at any point during the period of November 30 through December 14, 2017, inclusive (the "Class Period"), except that sales of CBOT March 2018 futures contracts made after December 14, 2017 qualify for inclusion in the Class only to the extent they were made in liquidation of a long position in the CBOT March 2018 contract which was initiated prior to December 14, 2017.

This Notice is to alert you to a proposed Settlement with Cargill, Incorporated ("Cargill") and The Andersons, Inc. ("TAI," and together with Cargill, "Defendants") totaling **$10,000,000.00**, in a pending class action (the "Action"). Defendants deny each and every one of Plaintiffs' allegations of unlawful conduct, and each maintains that it has good and meritorious defenses to the claims of liability and damages made by Plaintiffs.

If you are a member of the Class, you will need to decide whether to: (i) file a claim form, (ii) do nothing, or (iii) object to the Settlement. The only way to receive your share of the Net Settlement Fund is to complete and file a timely and valid Claim Form electronically by no later than **[DATE]**, or to mail your Claim Form so that it is postmarked no later than **[DATE]**. If you do nothing in connection with the Settlement, you will receive no payment from the Net Settlement Fund and you will be bound by past and any future Court rulings, including rulings on the Settlement, if approved, and the Settlement's release.

If you are not sure if you are included in the Settlement Class, you can get more information, including the detailed Notice, at www.2017CBOTWheatFuturesClassAction.com or by calling toll-free 1-XXX-XXX-XXXX (if calling from outside the United States or Canada, call 1-XXX XXX-XXXX).