

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO**

Wendy Berry, Lorri Hulings, and Kathleen Sammons, individually and as representatives of a class of similarly situated persons, and on behalf of the FirstGroup America, Inc. Retirement Savings Plan,

Plaintiffs,

v.

FirstGroup America, Inc., Aon Hewitt Investment Consulting, Inc., and John Does 1-20,

Defendants.

Case No. 1:18-cv-00326-JPH

Judge Jeffery P. Hopkins

Second Declaration of Brock J. Specht in Support of Plaintiffs' Motion for Preliminary Approval Of Class Action Settlement

I, Brock J. Specht, hereby declare and state as follows:

1. I am a partner at Nichols Kaster, PLLP ("Nichols Kaster"), and am one of the attorneys of record for Plaintiffs in the above captioned action. I submit this declaration in further support of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement.

2. After receiving Defendants FirstGroup America Inc., and the FirstGroup America, Inc. Employee Benefits Committee's (collectively, "FirstGroup") objection to the settlement, Plaintiffs and Aon Hewitt Investment Consulting, Inc. ("Aon Hewitt") have agreed in principle to clarify the definition of "Barred Claims" in the Settlement Agreement and proposed bar order as follows:

"Barred Claims" means (a) Claims asserted or that could have been asserted by the Non-Settling Defendants against Aon Hewitt for indemnity and/or contribution and/or third-party Claims of any type arising from this Action to the extent the injury to the Non-Settling defendants is the Non-Settling defendants' liability to the Plaintiffs and the Plan (including contractual indemnity claims other than those that merely seek the recovery of attorneys' fees and litigation

costs incurred in defending this Action); or (ii) Claims asserted or that could have been asserted by Aon Hewitt against the Non-Settling Defendants for indemnity and/or contribution and/or third-party Claims of any type arising from this Action to the extent the injury to Aon Hewitt is its liability to the Plaintiffs and the Plan (including contractual indemnity claims other than those that merely seek the recovery of attorneys' fees and litigation costs incurred in defending this Action).

3. The purpose of the amendment is to clarify that the proposed bar order precludes only those claims that FirstGroup may have against Aon Hewitt that derive from its liability to Plaintiffs in this action.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: January 17, 2022

/s/ Brock J. Specht
Brock J. Specht

CERTIFICATE OF SERVICE

I, Brock J. Specht, hereby certify that I served this document on counsel of record via ECF on January 17, 2023.

/s/ Brock J. Specht
Brock J. Specht