

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE AEGEAN MARINE PETROLEUM
NETWORK, INC. SECURITIES
LITIGATION

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) Case No. 1:18-cv-04993 (NRB)
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) Hon. Naomi Reice Buchwald
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**DECLARATION OF NICOLE LAVALLEE IN SUPPORT OF LEAD PLAINTIFF’S
UNOPPOSED MOTION FOR: (I) PRELIMINARY APPROVAL OF PROPOSED PARTIAL
CLASS ACTION SETTLEMENTS WITH PRICEWATERHOUSECOOPERS AUDITING
COMPANY S.A. AND DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.;**
(II) PRELIMINARY CERTIFICATION OF SETTLEMENT CLASS; AND
(III) APPROVAL OF NOTICE TO THE SETTLEMENT CLASS

I, Nicole Lavallee, declare:

1. I am a partner in the San Francisco office of Berman Tabacco, the Court-appointed Lead Counsel for Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff” or “URS”) and the proposed class counsel in the above-captioned matter. As a result of my own substantial involvement in this litigation, I have personal knowledge of the facts set forth in this declaration. I submit this declaration in support of Lead Plaintiff’s Unopposed Motion For (i) Preliminary Approval of Proposed Partial Class Action Settlements with PricewaterhouseCoopers Auditing Company S.A. and Deloitte Certified Public Accounts, S.A.; (ii) Preliminary Certification of Settlement Class; and (iii) Approval of Notice to the Settlement Class.¹

¹ All capitalized terms not otherwise defined herein have the same meaning as in the Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (the “Omnibus Notice”). Identical copies of the Omnibus Notice are attached as: (a) Exhibit A-1 to the March 22, 2022 Amendment to the PricewaterhouseCoopers Auditing Company S.A. Stipulation and Agreement of Partial Settlement Dated November 9, 2021 (“PwC Greece Stipulation Amendment”); and (b) Exhibit A-1 to the March 24, 2022 Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A. (the “Deloitte Greece Stipulation”). True and correct copies of the PwC Stipulation Amendment and the Deloitte Greece Stipulation are attached hereto as **Exhibit 1** and **Exhibit 3**, respectively.

2. The purpose of this declaration is to summarize the factual and procedural history of this Action, including the investigation and filing of this litigation, motion to dismiss proceedings, settlement negotiations and the Partial Settlements.

3. This matter commenced on June 5, 2018 with the filing of the initial complaint, styled as *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. ECF No. 1.

4. On October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. ECF No. 69. Lead Plaintiff URS is a public pension fund with over \$40 billion in assets under management that is responsible for investing and managing the retirement funds of thousands of public employees throughout the state of Utah. Berman Tabacco is highly experienced in class action litigation and has four decades of experience prosecuting complex securities fraud class actions, as evidenced by Berman Tabacco's resume, a true and copy of which is attached hereto as **Exhibit 4**.

5. Berman Tabacco has prosecuted and will continue to prosecute this Action vigorously on behalf of Lead Plaintiff and the proposed Settlement Class, representing the interests of the Settlement Class fairly and adequately, and will continue to commit the resources necessary to pursue the claims against all Non-Settling Defendants on behalf of members of the Settlement Class. Lead Plaintiff takes its fiduciary duties very seriously and has carefully monitored and will continue to monitor the litigation by working closely with Lead Counsel.

6. On February 1, 2019, after extensive investigation by Lead Counsel, Lead Plaintiff filed its Consolidated Class Action Complaint ("Complaint") alleging violations of various provisions of the Securities and Exchange Act of 1934 ("Exchange Act"). ECF No. 81. The claims were asserted against Dimitris Melisanidis ("Melisanidis"), Spyros Gianniotis ("Gianniotis"), PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece"), PricewaterhouseCoopers International Limited ("PwCIL"), PricewaterhouseCoopers LLP ("PwC US"), Deloitte Certified Public Accountants, S.A. ("Deloitte Greece"), Deloitte Touche Tohmatsu Limited ("DTTL") and Deloitte & Touche LLP ("Deloitte US") and certain other officers and directors of Aegean Marine Petroleum Network, Inc. ("Aegean" or the "Company"). While Aegean was initially named as a defendant in the first-filed case, it was not named

as a defendant in the Complaint because it filed a Petition for Relief Under Chapter 11 of the Bankruptcy Code in November 2018, which operated as a stay against the continuation of litigation against it.

7. Lead Plaintiff, through Lead Counsel, undertook a thorough investigation and subsequent prosecution of this Action, which included, *inter alia*: (a) research and investigation of the claims, as well as potential issues arising from the fact that Aegean and many of the Defendants and documents were located in Greece; (b) detailed reviews of Aegean's public U.S. Securities and Exchange Commission ("SEC") filings, annual reports, press releases, earnings calls and other publicly available information spanning over a decade; (c) review of analysts' reports and articles relating to Aegean; (d) work with our investigative staff to uncover relevant facts; (e) research and analysis of documents filed in connection with several court cases involving Aegean and/or the Defendants, including various pleadings and discovery filed in the Aegean Bankruptcy proceedings and pleadings filed in cases here in the U.S. and overseas; (f) extensive consultation and analysis with forensic accounting consultants; (g) consultation and analysis with damages consultants and international privacy law consultants; (h) extensive briefing to oppose Defendants' motions to dismiss; (i) consultations with Greek counsel; and (j) commencement of discovery.

8. In addition, working with bankruptcy counsel, Berman Tabacco (a) opposed the efforts during the bankruptcy proceedings to release all investors' claims under the federal securities laws, which would have included those against other third parties such as the Settling Defendants; (b) obtained a Court-approved carve-out of the Settlement Class Members' claims from the proposed sweeping release language; and (c) obtained modifications to the plan of reorganization, preserving Lead Plaintiff's right to assert its claims to the proceeds from the D&O policies, which insurance would be applicable to claims against certain of Aegean's officers and directors, such as Gianniotis.

9. In the Spring of 2020, each of the named defendants filed motions to dismiss the claims asserted against them. Of relevance here, PwC Greece and Deloitte Greece filed a joint motion to dismiss the Complaint on March 6, 2020. ECF Nos. 187-88. Moreover, Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-

92). Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. ECF Nos. 239-51. Defendants filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

10. On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece's joint motion to dismiss. ECF No. 293. In the same order, the Court (a) denied the motion by Gianniotis to dismiss the sections 10(b), 20(b) and 20A claims asserted against him; (b) denied, in part, the motion to dismiss filed by Melisanidis by upholding the Section 20A claim against him; and (c) granted the motions to dismiss filed by several other defendants, including the joint motion filed by PwCIL and DTTL, and the motions filed by PwC US and Deloitte US. ECF No. 293.

11. On July 12, 2021, Defendants filed their answers. ECF Nos. 300-04. Initial disclosures were exchanged on September 2, 2021 and September 3, 2021 and the parties submitted a Joint Report of Rule 26(f) Conference and Proposed Discovery Plan on September 14, 2021. In response to the Court's October 7, 2021 letter, the Parties submitted a further Joint Report on November 5, 2021. Discovery is ongoing as to the Non-Settling Defendants.

12. In Summer 2021, counsel for Lead Plaintiff and PwC Greece's Counsel began good-faith, arm's-length, negotiations with an eye toward reaching a potential settlement which would release claims against PwC Greece and the PwC Greece Released Parties. In particular, the negotiations of the PwC Greece Settlement involved several months of direct communication between highly experienced securities litigators, Joseph J. Tabacco, Jr. of Berman Tabacco² on behalf of Lead Plaintiff, and Michael Bongiorno of WilmerHale³ on behalf of PwC Greece, each of whom has decades of securities litigation class action experience.

13. On August 26, 2021, following numerous rounds of negotiation, an agreement in principle was reached to settle all claims asserted by Lead Plaintiff in this this Action against PwC Greece for the exchange of mutual releases, \$14.9 million in cash and an agreement by PwC Greece to produce

² See <https://www.bermantabacco.com/professionals/joseph-tabacco>.

³ See <https://www.wilmerhale.com/en/people/michael-bongiorno>.

relevant documents, including audit workpapers, in a form and manner that renders them authentic business records. A true and correct copy of the PwC Greece Stipulation is attached hereto as **Exhibit 2**.

14. On November 9, 2021, Lead Plaintiff filed a motion for preliminary approval of the PwC Greece Settlement (the “November 2021 Motion”). ECF Nos. 327-30. This November 2021 Motion provided, among other things, that distribution of the PwC Greece Settlement Fund and a motion for attorneys’ fees and reimbursement of Litigation Expenses would be delayed until a later date, such as when further settlements were reached. *Id.*

15. In Fall 2021, counsel for Lead Plaintiff and Deloitte Greece’s Counsel likewise began good-faith negotiations with an eye toward reaching a potential settlement which would release claims against Deloitte Greece and the Deloitte Greece Released Parties. In particular, the negotiations of the Deloitte Greece Settlement involved several months of direct communication between highly experienced securities litigators, Joseph J. Tabacco, Jr. of Berman Tabacco, on behalf of Lead Plaintiff, and Thomas N. Kidera of Orrick, Herrington & Sutcliffe LLP⁴ on behalf of Deloitte Greece, who is similarly highly experienced with over a decade of securities litigation class action experience.

16. On December 22, 2021, following numerous rounds of negotiation, an agreement in principle was reached to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece for the exchange of mutual releases, \$14.9 million in cash and an agreement by Deloitte Greece to produce relevant documents, including audit workpapers, in a form and manner that renders them authentic business records. A true and correct copy of the Deloitte Greece Stipulation is attached hereto as **Exhibit 3** (Exhibits A-1, A-2 and A-3 to the Deloitte Greece Stipulation are identical to those attached to the PwC Greece Stipulation Amendment).

17. Lead Counsel had initially planned to delay the distribution of the PwC Greece Settlement Fund and the filing of the motion for attorneys’ fees and reimbursement of Litigation Expenses to reduce the claims administration costs. However, now that a second proposed settlement has been reached, Lead Plaintiff and Lead Counsel determined that (a) it is ripe to distribute the Partial

⁴ See <https://www.orrick.com/en/People/E/3/B/Thomas-Kidera>.

Settlement Funds after final approval of these Partial Settlements and for Lead Counsel to move for approval of attorneys' fees and reimbursement of Litigation Expenses when seeking final approval of these proposed Partial Settlements; and (b) it is in the best interests of the Settlement Class to reduce costs by issuing one joint Omnibus Notice, publishing one Summary Notice for both settlements and distributing one Claim Form. As a result, Lead Counsel and PwC Greece executed the PwC Greece Stipulation Amendment to reflect these changes to certain exhibits to the PwC Greece Settlement, namely the proposed PwC Greece Preliminary Approval Order, the Omnibus Notice, the Summary Notice, and the Claim Form. Thus, this motion filed herewith supersedes the November 2021 Motion. As noted, a true and correct copy of the PwC Greece Stipulation Amendment is attached hereto as **Exhibit 1**.

18. As noted, each of the attorneys involved in the negotiation and settlement process had the requisite skill, knowledge and experience to evaluate the merits of the Partial Settlements. In addition, staff counsel for URS was intimately involved and in frequent consultation with Lead Counsel at every material step of the settlement negotiations and with respect to the instant motion before the Court.

19. Given the risks of litigation and the fact that, even where a plaintiff's case appears strong, there is no guarantee against a defense verdict, Lead Counsel and Lead Plaintiff believe that the proposed Partial Settlements are fair, reasonable, adequate and in the best interest of the Settlement Class.

20. Indeed, while Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendants have merit, they recognize the risks and challenges to establishing liability against the Settling Defendants (including falsity, materiality, scienter and loss causation), particularly since the Settling Defendants are two foreign, outside auditors.

21. Here, the Settling Defendants have contended in their motion to dismiss and answers, *inter alia*, that Lead Plaintiff cannot establish its liability for a variety of reasons: (a) Aegean management was responsible for the preparation of Aegean's financial statements, and the Settling Defendants relied on management's representations; (b) the fraud was concealed from them because Aegean's insiders were involved in fraudulent accounting entries and fictitious documentation designed to conceal the fraud,

including by falsifying and forging bank statements, audit confirmations, contracts, invoices and third-party certifications; (c) the red flags alleged in the Complaint were either unknown to them or widely known and insufficient to put them on notice that Aegean was engaged in fraud; (d) they lacked the requisite intent and conducted their audits in accordance with the applicable standards of their profession; and (d) their audit opinions were mere statements of opinion that are only actionable if it is established that they believed that their opinions were false or their statements omitted material information rendering their audits misleading. *See, e.g.*, ECF No. 188 at 11-34, 39-40; ECF No. 301 (6th, 8th, 10th, 12th, 17th, 19th-23rd, 34th-36th, 41st, 42nd Affirm. Defenses); ECF No. 302 (1st, 4th, 5th, 7th-8th, 10th, 13th, 15th-18th, 20th, 26th, 27th-30th, 32nd, 36th Affirm. Defenses).

22. The Settling Defendants also assert that, even if liable, Aegean insiders would be far more liable given Aegean's that records had been falsified and that the Settlement Class relied on the insiders, not the Settling Defendants. ECF No. 301 (19th-21st Affirm. Defenses); ECF 302 (13th 15th-18th, 29th-30th-32nd Affirm. Defenses). In addition, the Settling Defendants also have contended that all or a portion of the alleged damages to the Settlement Class were caused by factors other than their allegedly false or misleading statements or omissions and that such damages are thus not recoverable. *Id.*

23. Moreover, each of the Settling Defendants has raised arguments specific to themselves. Deloitte Greece has asserted, for example, that many of the alleged red flags only appeared after it audited Aegean's 2015 year-end financials and that it was not liable to investors who purchased Aegean Securities after PwC Greece issued its audit opinion for Aegean's 2016 year-end financials. ECF No. 302 (18th, 30th, 36th Affirm. Defenses). It also would have argued that claims related to purchases prior to the issuance of its audit opinion for FY 2013 were time-barred, thereby limiting the members of the Settlement Class who would be entitled to recovery from them even if deemed liable. ECF No. 302 (27th, 36th Affirm. Defenses). Meanwhile, PwC Greece would have argued that the fraud had been ongoing for years prior to its auditing work for Aegean and, thus, it bore little to no liability. ECF No. 301 (20th, 22nd, 41st-42nd Affirm. Defenses).

24. Lead Plaintiff and Lead Counsel also considered the difficulties in establishing liability against foreign nationals and the substantial risks, burdens and expenses involved in further litigation of

this Action through trial and appeals against the Settling Defendants, including challenges (a) gathering documentary evidence, much of which would have been written in Greek and located in Greece; (b) the fact that Defendants and others would have asserted privileges under Europe's recently enacted privacy and security law, the General Data Protection Regulation (GDPR), to try to withhold or redact documents; (c) the costly and time-consuming nature of translating relevant documents obtained in discovery and deposing witnesses abroad, including through the Hague Convention; and (d) the difficulty of enforcing any judgment obtained against foreign defendants. Thus, the foreign nature of these proceedings raises an additional barrier not usually confronted in complex securities litigation with U.S.-based companies, defendants and auditors and is an additional "weight on the scale" in favor of approval of the instant motion.

25. Additionally, to prove its claims, Lead Plaintiff would need to rely extensively on expert witnesses on issues ranging from accounting, loss causation and damages. If the trier of fact finds Defendants' experts more credible, this could negatively affect Lead Plaintiff's claims against PwC Greece and/or Deloitte Greece.

26. In addition, Lead Plaintiff and Lead Counsel considered the other attendant risks of litigating a complex securities class action, including (a) the possibility that a class may not be certified; (b) a possible adverse judgment; (c) discovery disputes; (d) disputes between experts on complex financial and accounting matters as well as loss causation and damages; (e) a lengthy trial; and (f) appeals. In evaluating the settlement of securities class actions, courts repeatedly recognize that such litigation is complex, uncertain and costly.

27. Given the foregoing, Lead Plaintiff and Lead Counsel believe that the proposed Partial Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Partial Settlements provide a substantial benefit now: namely, the payment of \$29.8 million (\$14.9 million from each Settling Defendant) (less the various deductions described in the Omnibus Notice), as well as the agreement of the Settling Defendants to provide audit workpapers.

28. The Partial Settlement Amount here is particularly significant in comparison with typical auditor settlement amounts. A study of auditor settlements from 1996-2016 found that the mean auditor settlement value was \$8.44 million. See Colleen Honigsberg, Shivaram Rajgopal & Suraj Srinivasan, *The Changing Landscape of Auditors' Liability*, 63 J.L. & Econ. 367, 387-88 (2020). Thus, when compared to the risk that the claims asserted in the Complaint would produce a similar, smaller or no recovery after summary judgment, trial and appeals, possibly years in the future, the Partial Settlements are adequate.

29. Here, Lead Plaintiff's damages consultant estimates that total alleged Section 10(b) damages for purchases of the Aegean common stock and notes were approximately \$349.6 million for the entire Settlement Class Period. Thus, the \$29.8 million total proposed Partial Settlements, represents approximately 8.5% of the estimated total alleged damages.

30. These Partial Settlements are well within the reported values for securities fraud class actions. For example, Cornerstone Research's data⁵ shows that the median settlement as a percentage of damages in cases involving accounting issues (including GAAP violations, restatements and accounting irregularities) between 2011 and 2020 was between 5.1% and 7.6%. Ex. 5, at 9. Cornerstone Research also estimates that median settlements as a percentage of "simplified tiered damages" in Rule 10b-5 cases since 2011 have ranged between 3.9% and 4.3% for cases with estimated damages of between \$250 million to \$499 million and that the median settlement dollars for all securities fraud cases from 2016 to 2020 following rulings on motions to dismiss, but before rulings on class certification, is \$6.1 million. *Id.* at 6 & 14. Moreover, the Second Circuit's median recovery is 4.7% of damages according to the same report.⁶ *Id.* at 20.

31. Additionally, the Partial Settlements are separate and apart from any judgment or settlement that Lead Plaintiff may achieve with the Non-Settling Defendants Melisanidis and Gianniotis, and any other defendant(s) that may be later brought into the case.

⁵ A true and correct copy of an excerpt from Cornerstone Research's *Securities Class Action Settlements: 2020 Review and Analysis*, authored by Laarni T. Bulan and Laura E. Simmons and issued in 2021, is attached hereto as **Exhibit 5**.

⁶ In its reports, it applies what it refers to as "simplified tiered damages" as a measure of potential shareholder losses "that allows for consistency across a large volume of cases, thus enabling the identification and analysis of potential trends."

32. In sum, it is the belief of Lead Counsel and Lead Plaintiff that the \$29.8 million in cash recovery now (\$14.9 million each from PwC Greece and Deloitte Greece), particularly when viewed in the context of the risks, costs, delay and uncertainties of further proceedings, weighs in favor of preliminary approval of the Partial Settlements.

33. Lead Counsel also worked closely with its damage consultant to prepare the PwC Greece Net Settlement Fund (the “PwC Greece Plan of Allocation”) and the Deloitte Greece Net Settlement Fund (the “Deloitte Greece Plan of Allocation”),⁷ which are each described in the Omnibus Notice.

34. There are two separate Plans of Allocation here because the PwC Greece Settlement Fund is only for the benefit of Settlement Class Members who purchased shares between May 17, 2017 and November 5, 2018 whereas the Deloitte Greece Settlement Fund is on behalf of all Settlement Class Members. Indeed, because PwC Greece is not alleged to have issued any false or misleading statements until May 16, 2017, there could be no alleged recognized losses attributable to PwC Greece for securities purchased prior to the issuance of PwC Greece’s May 16, 2017 audit opinions. By contrast, because Deloitte Greece is alleged to have issued false or misleading statements starting prior to the Settlement Class Period, Settlement Class Members allegedly have recognized losses attributable to Deloitte Greece for Aegean Securities purchased throughout the Settlement Class Period. Accordingly, Settlement Class Members who purchased Aegean Securities before May 17, 2017 will only be entitled to participate in the Deloitte Greece Settlement whereas Settlement Class Members who purchased Aegean Securities after May 16, 2017 will be entitled to participate in both the PwC Greece Settlement and the Deloitte Greece Settlement.

35. Under the Plans of Allocation, the Net Settlement Funds will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims, taking into account when they purchased, acquired and/or sold Aegean Securities. Specifically, a “Distribution

⁷ Together, the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will be referred to herein as the “Plans of Allocation.” Similarly, when referenced together, the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be referred to herein as the “Net Settlement Funds.”

Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amounts in the Net Settlement Funds. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant. The computations under the Plans of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Funds. Thus, I am informed and believe that the Plans of Allocation provide an equitable and reasonable method for calculating an Authorized Claimant’s Recognized Loss Amount and distributing the Net Settlement Funds among Authorized Claimants who suffered economic losses as a result of PwC Greece’s and/or Deloitte Greece’s alleged fraud.

36. In developing the Plans of Allocation, Lead Plaintiff’s damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired within the Settlement Class Period that were allegedly proximately caused by PwC Greece’s and Deloitte Greece’s alleged misconduct. They apportioned the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund equitably among Settlement Class Members.

37. In this Action, Lead Plaintiff alleges that the corrective information (referred to as a “corrective disclosure”) related to the claims asserted against PwC Greece was released to the market on February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018, thereby impacting the prices of Aegean Securities on February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018. Thus, in order to have a “Recognized Loss Amount” under the PwC Greece Plan of Allocation for the PwC Greece Settlement, Aegean Securities must have been purchased or otherwise acquired during the period between May 17, 2017 and November 5, 2018, inclusive (“PwC Greece Relevant Period”), and held through the issuance of at least one corrective disclosure.

38. Lead Plaintiff alleges that the corrective disclosure related to the claims asserted against Deloitte Greece was released to the market on December 14, 2016; February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018; thereby impacting the prices of Aegean Securities on

December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018. Thus, in order to have a “Recognized Loss Amount” under the Deloitte Greece Plan of Allocation for the Deloitte Greece Settlement, Aegean Securities must have been purchased or otherwise acquired at any point during the Settlement Class Period (during the period between February 27, 2014 and November 5, 2018, inclusive) and held through the issuance of at least one corrective disclosure.

39. After a competitive bidding process, Lead Plaintiff has retained an experienced Claims Administrator, A.B. Data, Ltd, subject to Court approval. See Declaration of Eric Schachter of A.B. Data, Ltd. Regarding Notice and Administration, a true and correct copy of which is attached hereto as **Exhibit 6**.

40. At the Final Approval Hearing, Lead Counsel will also seek attorney’s fees in an amount not to exceed 25% and reimbursement of Litigation Expenses up to \$380,000. This 25% fee request is consistent with the fee agreement between Lead Counsel and URS entered into at the outset of the litigation.

41. At the Final Approval Hearing, Lead Counsel *may* also request that a Litigation Expense Fund be established from the Partial Settlement Funds to offset future expenses. Any amount of Litigation Expense Fund requested and granted by the Court will be an advance of (and not in addition to) any final expense awarded following resolution of all claims against Non-Settling Defendants. Because it is unclear whether one or both Partial Settlements will be approved by the Court, each of the Partial Settlement Stipulations provide that Lead Plaintiff may request up to \$2 million from its Settlement Fund. However, if Lead Counsel requests that a Litigation Expense Fund be established, it will seek no more than \$2 million in total for this purpose.

42. I have been informed by both PwC Greece’s Counsel and Deloitte Greece’s Counsel that neither PwC Greece nor Deloitte Greece oppose this motion. Both PwC Greece and Deloitte Greece take no position on any of the calculations contained in this declaration and the attachments hereto, including Lead Counsel’s calculations of likely recoverable damages under the Plans of Allocation, average distribution per share or attorneys’ fees per share.

43. Attached hereto are true and correct copies of the following documents:
- a. **Exhibit 1**: PwC Greece Stipulation Amendment dated March 24, 2022;
 - i. **Exhibit A**: PwC Greece Preliminary Approval Order;
 - 1. **Exhibit A-1**: Omnibus Notice;
 - 2. **Exhibit A-2**: Proof of Claim and Release Form;
 - 3. **Exhibit A-3**: Summary Notice;
 - b. **Exhibit 2**: PwC Greece Stipulation dated November 9, 2021
 - i. **Exhibit A**: PwC Greece Preliminary Approval Order⁸ (*superseded*);
 - 1. **Exhibit A-1**: Notice (*superseded*);
 - 2. **Exhibit A-2**: Proof of Claim and Release Form (*superseded*);
 - 3. **Exhibit A-3**: Summary Notice (*superseded*);
 - ii. **Exhibit B**: [Proposed] Final Judgment and Order of Dismissal With Prejudice Regarding PwC Greece;
 - c. **Exhibit 3**: Deloitte Greece Stipulation dated March 24, 2022;
 - i. **Exhibit A**: Deloitte Greece Preliminary Approval Order;
 - 1. **Exhibit A-1**: Omnibus Notice⁹;
 - 2. **Exhibit A-2**: Proof of Claim and Release Form;
 - 3. **Exhibit A-3**: Summary Notice;
 - ii. **Exhibit B**: [Proposed] Final Judgment and Order of Dismissal With Prejudice Regarding Deloitte Greece;
 - d. **Exhibit 4**: Firm resume of Berman Tabacco;
 - e. **Exhibit 5**: Excerpts of Bulan & Simmons, *Securities Class Action Settlements: 2020 Review and Analysis* (Cornerstone Research 2021); and

⁸ Exhibits A, A-1, A-2 and A-3 to the PwC Greece Stipulation are superseded by Exhibits A, A-1, A-2 and A-3 to the PwC Greece Stipulation Amendment *supra*.

⁹ Exhibits A-1, A-2 and A-3 to the Deloitte Greece Preliminary Approval Order (Ex. A to **Exhibit 3** hereto) are identical to Exhibits A-1, A-2 and A-3 to the PwC Greece Preliminary Approval Order attached to PwC Greece Stipulation Amendment (Ex. A to **Exhibit 1** hereto), and reflect the Partial Settlements with both PwC Greece and Deloitte Greece. As noted in note 8, *supra*, these exhibits supersede those filed with the November 2021 Motion.

- f. **Exhibit 6**: Declaration of Eric Schachter of A.B. Data, Ltd. Regarding Notice and Administration.

I declare under penalty of perjury pursuant to the laws of the United States of America that the foregoing is true and correct.

Executed at San Francisco, California, on March 24, 2022.

/s/ Nicole Lavallee
Nicole Lavallee

Exhibit 1

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

) Case No. 1:18-CV-04993 (NRB)
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) Hon. Naomi Reice Buchwald
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**AMENDMENT TO THE PRICEWATERHOUSECOOPERS
AUDITING COMPANY S.A. STIPULATION AND
AGREEMENT OF PARTIAL SETTLEMENT DATED NOVEMBER 9, 2021**

Whereas, Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff” or “URS”) and PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece”) entered into a Stipulation and Agreement of Partial Settlement on November 9, 2021 (ECF No. 330-1) (the “PwC Greece Stipulation” or the “PwC Greece Settlement”);

Whereas, after November 9, 2021, Lead Plaintiff entered into a partial settlement with Defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece”) (the “Deloitte Greece Settlement”);

Whereas, Lead Plaintiff intends to seek preliminary and final approval of both the PwC Greece Settlement and the Deloitte Greece Settlement;

Whereas, in order to reduce expenses to the Settlement Class and ensure that Notice to the Settlement Class is clear, Lead Plaintiff wishes to provide one combined long form notice, one combined summary notice and one combined proof of claim and release form to the Settlement Class; and

Whereas, Lead Plaintiff intends to seek both an order for distribution of the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund and an order for attorneys’ fees and reimbursement of Litigation Expenses, if and when the Court approves the Partial Settlements with PwC Greece and Deloitte Greece;

NOW THEREFORE, Lead Plaintiff and PwC Greece have agreed to amend the PwC Greece Stipulation (the “Amendment to the PwC Greece Stipulation”) as follows:

1. Exhibits A, A-1, A-2 and A-3 to the November 9, 2021 PwC Greece Stipulation shall be replaced with the Exhibits listed below and attached hereto:

Exhibit	Description
A	[Proposed] Order Preliminarily Approving Partial Settlement With PricewaterhouseCoopers Auditing Company S.A. and Providing For Notice
A-1	Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund
A-2	Proof of Claim and Release Form
A-3	Summary Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund

2. Paragraph 7.5 shall be amended to provide that Lead Counsel may pay up to \$300,000 instead of \$500,000 from the Escrow Account, without further approval of PwC Greece or the Court as follows:

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court. Prior to the Effective Date, Counsel may pay up to \$300,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and

providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court. In the event that the Partial Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to the Settling Defendant or to any insurer or other Person who paid any portion of the PwC Greece Settlement Fund. The finality of the Partial Settlement shall not be conditioned on any ruling by the Court concerning the PwC Greece Plan of Allocation or any award of attorneys' fees or reimbursement of litigation expenses. Any order or proceeding relating to a request for approval of the PwC Greece Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Partial Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and Final Judgment and the release of the Released Claims. There shall be no distribution of any of the PwC Greece Settlement Fund to any Settlement Class Member until the PwC Greece Plan of Allocation is finally approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by certiorari or otherwise, has expired.

3. Paragraph 1.35 shall be amended as follows:

“Settlement Class” or “Class” means all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are:

(a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendants, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

IN WITNESS WHEREOF, the parties hereto have caused the Amendment to the PwC Greece Stipulation to be executed, by their duly authorized attorneys, dated March 22, 2022.

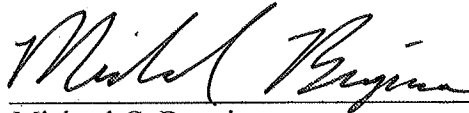
BERMAN TABACCO



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*Counsel for Lead Plaintiff Utah Retirement
Systems and Lead Counsel for the Class*

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*Counsel for Defendant PricewaterhouseCoopers
Auditing Company S.A.*

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE)
PETROLEUM NETWORK, INC.) Case No. 1:18-cv-04993 (NRB)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
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**[PROPOSED] ORDER PRELIMINARILY APPROVING
SETTLEMENT WITH PRICEWATERHOUSECOOPERS AUDITING COMPANY S.A.
AND PROVIDING FOR NOTICE**

WHEREAS:

A. Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and defendant PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece” or the “Settling Defendant”) have entered into a settlement of the claims asserted in this Action against PwC Greece, the terms of which are set forth in the Stipulation and Agreement of Partial Settlement, dated November 9, 2021 and the Amendment to the PricewaterhouseCoopers Auditing Company S.A. Stipulation and Agreement of Partial Settlement, dated March 22, 2022 (together, the “PwC Greece Stipulation” or the “PwC Greece Settlement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed PwC Greece Settlement of the claims asserted in the Action on the merits and with prejudice as against PwC Greece, and for the entry of final judgment Releasing the PwC Greece Released Claims against PwC Greece and the PwC Greece Released Parties, including Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP;

B. The Court having read and considered the PwC Greece Stipulation and exhibits thereto, including the proposed (i) Notice; (ii) Summary Notice; and (iii) Order and Final Judgment with Prejudice Regarding PwC Greece, and submissions relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and

C. The Court preliminarily finds that the proposed PwC Greece Settlement appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable and adequate to warrant providing notice of the PwC Greece Settlement to the Settlement Class based on the following:

- (1) Lead Plaintiff and Lead Counsel have adequately represented the class;

(2) the proposed PwC Greece Settlement resulted from informed, extensive arm's-length negotiations between experienced counsel;

(3) the relief provided by the PwC Greece Settlement is adequate considering: (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Member Claims; (iii) the application for attorneys' fees and reimbursement of Litigation Expenses and the application for the establishment of a Litigation Expense Fund; and (iv) the PwC Greece Supplemental Agreement identified by the parties pursuant Rule 23(e)(3); and

(4) the PwC Greece Settlement treats Settlement Class Members equitably relative to each other and to the claims against PwC Greece.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the PwC Greece Stipulation.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this PwC Greece Settlement only, the Action is hereby preliminarily certified as a class action on behalf of:

all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants"); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is

any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

3. The Court finds, for the purposes of the proposed PwC Greece Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

(a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable.

(b) there are questions of law and fact common to the Settlement Class;

(c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;

(d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;

(e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the PwC Greece Settlement only, Lead Plaintiff Utah Retirement Systems is preliminarily certified as the Class Representative and Lead Counsel Berman Tabacco is preliminarily certified as Class Counsel.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Counsel is authorized to act on behalf of the Class Representative and other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the PwC Greece

Stipulation, including all acts that are reasonably necessary to consummate the proposed PwC Greece Settlement.

6. The Court preliminarily finds that the PwC Greece Settlement should be approved as: (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed PwC Greece Settlement to Settlement Class Members and further consideration of the PwC Greece Settlement at the final fairness hearing described below.

7. A final approval hearing shall be held on [DATE TO BE INSERTED], 2022 at [TIME TO BE INSERTED] either via video or teleconference or in person at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 21A, New York, New York 10007 (the "Final Approval Hearing") to determine:

(a) whether the proposed PwC Greece Settlement on the terms and conditions provided for in the PwC Greece Stipulation is fair, reasonable and adequate, and should be approved by the Court;

(b) whether the Order and Final Judgment with Prejudice Regarding PwC Greece as provided for under the PwC Greece Stipulation should be entered, dismissing the Action as to Settling Defendant, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendant and Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP;

(c) whether the release by the Settlement Class of the PwC Greece Released Claims against the PwC Greece Released Parties, as set forth in the PwC Greece Stipulation, should be ordered;

EXHIBIT A

(d) whether the proposed PwC Greece Plan of Allocation is fair, reasonable and adequate and should be approved;

(f) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and

(g) whether any application by Lead Counsel for the establishment of a Litigation Expense Fund should be approved; and

(h) any other matters as the Settling Parties may request or the Court may deem appropriate.

8. The Court approves the form, substance and requirements of the Notice and the Summary Notice (together, the "Notices"), attached as Exhibits A-1 and A-3 to the PwC Greece Stipulation, and finds that the procedures established for publication, mailing and distribution of such Notices substantially in the manner and form set forth in this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure and due process, and shall constitute due and sufficient notice to all Persons entitled thereto.

9. The Court approves the selection of A.B. Data, Ltd. by Lead Counsel as the Claims Administrator.

10. The Claims Administrator is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than 21 calendar days after entry of this order (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim and Release Form ("Claim Form"), substantially in the forms annexed as Exhibits A-1 and A-2

hereto, to be mailed by first-class mail to all Settlement Class Members who can be identified with reasonable effort and posted on its website at www.aegeansecuritieslitigation.com;

(b) No later than the Notice Date, the Summary Notice, substantially in the form annexed as Exhibit A-3 hereto, shall be published once in the *Investor's Business Daily* and once over a national newswire service; and

(c) At least 10 calendar days prior to the Final Approval Hearing, Lead Counsel shall cause to be served on PwC Greece's Counsel (defined in paragraph 18 below) and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

11. Settling Defendant shall complete service on the appropriate federal and state government officials of all notices required under the Class Action Fairness Act, 28 U.S.C. §1715, no later than ten (10) calendar days following the filing of the PwC Greece Stipulation with the Court.

12. To effectuate the provision of notice provided for in paragraph 10 hereof, Lead Counsel or the Claims Administrator shall lease and maintain a post office box of adequate size for the return of relevant mailing. The Notice shall designate said post office box as the return address for the purposes designated in the Notice. The Claims Administrator shall be responsible for the receipt of all responses from the Settlement Class and, until further order of the Court, shall preserve all entries of appearance and all other written communications from Settlement Class Members, nominees or any other person or entity in response to the Notices.

13. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased or otherwise acquired the relevant securities as record owners but not as beneficial owners. Such nominees who hold or held such securities for beneficial owners who are Settlement Class Members are directed to send

EXHIBIT A

a copy of the Notice to the beneficial owner of the securities postmarked no more than seven (7) calendar days from the date of receipt of the Notice, or to provide the names and addresses of such persons no later than seven (7) calendar days from the date of receipt of the Notice to the Claims Administrator at the address specified in the Notice, who shall promptly send a copy of the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the PwC Greece Net Settlement Fund.

14. All fees, costs, and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the PwC Greece Settlement Fund as set forth in the PwC Greece Stipulation, and in no event shall Defendant PwC Greece bear any responsibility for such fees, costs or expenses. Lead Counsel may pay up to \$300,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for all reasonable Notice and Administration Costs actually incurred. Such costs and expenses may include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court.

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15. Lead Counsel or its agents are authorized and directed to prepare any tax returns required to be filed for the Escrow Account, to cause any Taxes or Tax Expenses due and owing to be paid from the Escrow Account without further Order of the Court and to otherwise perform all obligations with respect to Taxes and any reports or filings in respect thereof as contemplated by the PwC Greece Stipulation without further order of the Court.

16. Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable and whether or not such Settlement Class Members submit Claim Forms or otherwise seek or obtain by any means any distribution from the PwC Greece Net Settlement Fund, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to request exclusion must mail the request in written form to the address designated in the Notice, such that it is received no later than twenty-one (21) calendar days prior to the Final Approval Hearing (“Request for Exclusion”). A Request for Exclusion must state: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean Securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean Securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the person or entity wishes to be excluded from the Settlement Class. Any Request for Exclusion must also be signed by the person or entity requesting exclusion. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have no rights under the PwC Greece Settlement, shall not share in the distribution of the PwC Greece Net Settlement Fund, and shall not be bound by the PwC Greece Settlement or any final judgment. The Request for Exclusion shall not be effective unless it provides the required information, is made within the time stated above or the exclusion is

otherwise accepted by the Court. Unless otherwise ordered by the Court, any Person falling within the definition of the Settlement Class who fails to timely request exclusion from the Settlement Class in compliance with this paragraph shall be deemed to have waived his, her or its right to be excluded from the Settlement Class and shall be barred from requesting exclusion from the Settlement Class in this or any other proceeding.

17. Any person or entity that requests to be and is excluded from the Settlement Class shall not be entitled to receive any payment out of the PwC Greece Net Settlement Fund as described in the PwC Greece Stipulation and Notice.

18. Any member of the Settlement Class who has not requested exclusion from the Settlement Class may appear at the Final Approval Hearing in person or through a duly authorized attorney, to show cause (a) why the proposed PwC Greece Settlement should not be approved as fair, reasonable and adequate; (b) why the PwC Greece Plan of Allocation should or should not be approved; (c) why a judgment should not be entered thereon; or (d) why Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and any application for the establishment of a Litigation Expense Fund should not be granted, *provided, however*, that no member of the Settlement Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed PwC Greece Settlement, the PwC Greece Plan of Allocation, or the Order and Final Judgment with Prejudice Regarding PwC Greece to be entered approving the same, unless no later than twenty-one (21) calendar days before the Final Approval Hearing, such Settlement Class Member has served by hand or by overnight delivery written objections setting forth the basis therefor, and copies of any supporting papers and briefs upon Lead Counsel, Nicole Lavalley, Esq., Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104, and Christopher Davies, Esq., WilmerHale, 1875 Pennsylvania Avenue NW, Washington, DC 20006

EXHIBIT A

(the “PwC Greece’s Counsel”), and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and the PwC Greece’s Counsel, with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and documentation of all of the Settlement Class Member’s transactions involving Aegean Securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector’s counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector’s signature, even if represented by counsel. Persons who intend to object to the PwC Greece Settlement, the PwC Greece Plan of Allocation and/or to Lead Counsel’s application for attorneys’ fees, reimbursement of Litigation Expenses and the establishment of a Litigation Expense Fund, and who desire to present evidence at the Final Approval Hearing must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing. Should any objections be received, reply papers must be filed no later than 21 calendar days before the Final Approval Hearing.

19. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any

EXHIBIT A

objection to the fairness, adequacy or reasonableness of the PwC Greece Settlement, the PwC Greece Plan of Allocation, the Order and Final Judgment with Prejudice Regarding PwC Greece to be entered approving the PwC Greece Settlement or the application for attorneys' fees, reimbursement of Litigation Expenses or the establishment of a Litigation Expense Fund.

20. The administration of the proposed PwC Greece Settlement and the determination of all disputed questions of law and fact with respect to the validity of any Claim or right of any person or entity to participate in the distribution of the PwC Greece Net Settlement Fund shall remain under the authority of this Court.

21. The Court expressly reserves the right to adjourn the Final Approval Hearing without any further notice to Settlement Class Members other than an announcement at the Final Approval Hearing. The Court further reserves the right to enter its Order and Final Judgment with Prejudice Regarding PwC Greece approving the PwC Greece Settlement and dismissing the Action on the merits and with prejudice as to Settling Defendant, regardless of whether it has approved a PwC Greece Plan of Allocation or awarded attorneys' fees and reimbursement of litigation expenses.

22. The Settling Defendant shall not have any responsibility whatsoever for any PwC Greece Plan of Allocation or for the Litigation Expense Fund or for any application for attorneys' fees or reimbursement of Litigation Expenses or establishment of a Litigation Expense Fund that may be submitted in connection with final approval of this proposed PwC Greece Settlement, and such matters will be considered separately from the fairness, reasonableness and adequacy of the proposed PwC Greece Settlement.

23. In the event the proposed PwC Greece Settlement does not become Final for any reason (including any party's exercise of a valid right to terminate under the PwC Greece

EXHIBIT A

Stipulation), the PwC Greece Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, including but not limited to the certification of the Settlement Class provided in ¶ 2 herein, shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, the Settling Parties shall be restored to their respective positions in the Action immediately before August 26, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if the PwC Greece Stipulation and any related orders had not been entered, and the balance of the PwC Greece Settlement Fund, less any Notice and Administration Costs and Taxes or Tax Expenses paid, incurred or due and owing in connection with the PwC Greece Settlement provided for herein shall be refunded to PwC Greece pursuant to written instructions from PwC Greece's Counsel in accordance with ¶ 14.2 of the PwC Greece Stipulation.

24. Pending final determination of whether the proposed PwC Greece Settlement should be approved, neither Lead Plaintiff nor the Settlement Class Members, and/or anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts any PwC Greece Released Claims against any of the PwC Greece Released Parties.

25. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the PwC Greece Settlement.

26. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the PwC Greece Stipulation and/or further order(s) of the Court.

27. All opening briefs and supporting documents in support of the final approval of the PwC Greece Settlement and the PwC Greece Plan of Allocation and any applications by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses and for the establishment of a Litigation Expense Fund shall be filed and served by [TO BE INSERTED], 2022 (a date that is thirty-five (35) calendar days prior to the Final Approval Hearing). Replies to any objections shall be filed and served by [TO BE INSERTED], 2022 (a date that is seven (7) calendar days prior to the Final Approval Hearing).

28. Neither the PwC Greece Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant PwC Greece as to the validity of any claims or as to the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

29. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed PwC Greece Settlement. The Court may approve the proposed PwC Greece Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

30. If the PwC Greece Stipulation and the PwC Greece Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the PwC Greece Stipulation. This Order, the PwC Greece Stipulation, the proposed PwC Greece Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

EXHIBIT A

31. Unless otherwise ordered by the Court, all proceedings against PwC Greece are stayed, except as may be necessary to implement the proposed PwC Greece Settlement or comply with the terms of the PwC Greece Stipulation or other agreement of the Settling Parties.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit A-1

[EXHIBIT A-1 TO STIPULATION]

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

Case No. 1:18-CV-04993 (NRB)

Hon. Naomi Reice Buchwald

NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND

IF YOU PURCHASED AEGEAN MARINE PETROLEUM NETWORK, INC. SECURITIES DURING THE PERIOD BEGINNING FEBRUARY 27, 2014 THROUGH NOVEMBER 5, 2018, YOUR RIGHTS MAY BE IMPACTED AND YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights may be affected by the above-captioned securities class action lawsuit (the "Action") pending in the United States District Court for the Southern District of New York (the "Court"), if you purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. ("Aegean" or the "Company") securities between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby.¹

Notice of Partial Settlements: Please also be advised that Court-appointed Lead Plaintiff, Utah Retirement Systems ("URS" or "Lead Plaintiff"), on behalf of itself and the Settlement Class (as defined in the response to question number 6 below), have reached two proposed partial settlements (the "Partial Settlements") of the Action with two of the Defendants (defined below) in this Action.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Partial Settlements. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act. If you have questions about this Notice, the proposed Partial Settlements, or your eligibility to participate in the Partial Settlements, please DO NOT contact the Court, the Settling Defendants (defined below), the other Defendants in the Action, or their counsel. All

¹ The "securities" subject to these Partial Settlements are described below.

questions should be directed to the Court appointed Lead Counsel, Berman Tabacco, or the Claims Administrator² (see responses to question numbers 14 and 23, below).

Description of the Action and the Settlement Class: This action relates to an alleged fraud at the Company between February 27, 2014 and November 5, 2018. In summary, Lead Plaintiff alleges that certain insiders engaged in a fraud whereby (i) over \$300 million was misappropriated from the Company through various fraudulent schemes; (ii) statements about the Company's financial condition and other matters were materially false and misleading; and (iii) the Company's financial statements and statements about its internal controls over financial reporting ("ICFR") were materially false and misleading. Further, Lead Plaintiff alleges that the outside auditors issued materially false and misleading audit opinions. The current defendants in the case are the Company's founder, Dimitris Melisanidis ("Melisanidis"); the former Chief Financial Officer, Spyros Gianniotis ("Gianniotis"); and the Company's two outside auditors, PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") and Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") (together, the "Defendants").

This Notice relates to two proposed Partial Settlements of consolidated class action lawsuits: one with PwC Greece and one with Deloitte Greece (together, the "Settling Defendants").³ Deloitte Greece served as Aegean's auditor from prior to the Settlement Class Period through June 2016 and issued audit opinions for Fiscal Years ("FY") 2013, 2014 and 2015 and reissued its 2015 audit opinion authorizing its inclusion in Aegean's Annual Report on Form 20-F for the FY ended December 31, 2016 ("2016 Form 20-F"), filed with the U.S. Securities and Exchange Commission on May 16, 2017. PwC Greece issued an audit opinion as to FY 2016 only. The Partial Settlements do not affect or compromise any claims asserted and ongoing against Melisanidis or Gianniotis (the "Non-Settling Defendants").⁴

Lead Plaintiff, on behalf of itself and the Settlement Class, and the Settling Defendants (together, the "Settling Parties") disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. The Settling Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages. The proposed Partial Settlements, if approved by the Court, will settle claims of the Settlement Class, as defined above and in response to question number 6 below.

Description of the Securities Subject to The Partial Settlements: The securities subject to the Partial Settlements consist of: (a) the common stock of Aegean (Ticker: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker "ANW"); (b) Aegean 4.00%

² The "Claims Administrator" is the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential members of the Settlement Class ("Settlement Class Members") and to administer the Partial Settlements.

³ When referenced separately, the Partial Settlement that pertains to PwC Greece will be called the "PwC Greece Settlement", and the Partial Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Settlement." Similarly, the Stipulation of Settlement that pertains to PwC Greece will be called the "PwC Greece Stipulation," and the Stipulation of Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Stipulation."

⁴ The Non-Settling Defendants are: Melisanidis and Gianniotis as well as any other defendant(s) later brought into the case, but excludes all relevant Settling Defendants' Released Parties (defined in response to question number 11 below).

Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (the “4.00% Notes”) (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (the “4.25% Notes”) (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively referred to as the “Aegean Securities”).

Statement of Settlement Class’s Recovery: Subject to Court approval, and as described more fully in response to question number 4 below, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the PwC Greece Released Claims and Deloitte Greece Released Claims (as defined in response to question number 11 below) against the Settling Defendants and the PwC Greece Released Parties and Deloitte Greece Released Parties (as defined in response to question number 11 below) in exchange for, among other things, a total settlement payment of \$29.8 million in cash (comprised of \$14.9 million from PwC Greece (the “PwC Greece Settlement Amount”) and \$14.9 million from Deloitte Greece (the “Deloitte Greece Settlement Amount”) (together, the “Partial Settlement Amount”) to be deposited into two separate interest-bearing escrow accounts. The “PwC Greece Net Settlement Fund” and the “Deloitte Greece Net Settlement Fund” (*i.e.*, the Settlement Amounts paid by each of the Settling Defendants plus any and all interest earned thereon (respectively, the “PwC Greece Settlement Fund” and the “Deloitte Greece Settlement Fund”) (together, the “Partial Settlement Funds”⁵) less (a) any Taxes;⁶ (b) any Notice and Administration Costs;⁷ (c) any Litigation Expenses awarded by the Court;⁸ (d) any attorneys’ fees awarded by the Court; and (e) any other costs expenses or amounts as may be approved by the Court) will be distributed to Settlement Class Members in accordance with two corresponding plans of allocation (respectively, the “PwC Greece Plan of Allocation” and the “Deloitte Greece Plan of Allocation”) that are approved by the Court. The proposed PwC Greece Plan of Allocation is set forth at pages XX to XX below. The proposed Deloitte Greece Plan of Allocation is set forth at pages XX to XX below. The PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will determine how the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund shall be allocated among members of the Settlement Class who had potential claims against the Settling Defendants (and the relevant Settling Defendant’s Released Parties) as alleged in this Action.

As discussed more fully below, because PwC Greece is not alleged to have issued any false or misleading statements until May 16, 2017, there could be no recognized losses attributable to PwC Greece for securities purchased prior to the issuance of PwC Greece’s May 16, 2017 audit

⁵ The “Partial Settlement Funds” refers to both the PwC Greece Settlement Amount plus all interest and accretions thereto, and the Deloitte Greece Settlement Amount plus all interest and accretions thereto.

⁶ “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state and federal taxes.

⁷ “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in connection with (a) providing notice to the Settlement Class; and (b) administering the PwC Greece and Deloitte Greece claims process.

⁸ “Litigation Expenses” refers to the reasonable costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for reimbursement from the Partial Settlement Funds.

opinions. In contrast, because Deloitte Greece is alleged to have issued false or misleading statements starting prior to the Settlement Class Period, Settlement Class Members have the recognized losses attributable to Deloitte Greece for Aegean Securities purchased throughout the Settlement Class Period. Accordingly, Authorized Claimants' (defined below) recoveries will be impacted by the date of their transactions in Aegean Securities. Settlement Class Members who purchased Aegean Securities before May 17, 2017 will only be entitled to participate in the Deloitte Greece Settlement whereas Settlement Class Members who purchased Aegean Securities after May 16, 2017 will be entitled to participate in both the PwC Greece Settlement and the Deloitte Greece Settlement.

Estimate of Average Amount of Recovery: Based on Lead Plaintiff's damages consultant's estimate of the number of Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and assuming that all Settlement Class Members elect to participate in the Partial Settlements, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs described herein) is approximately \$0.3823 per affected common share.

Distributions to Settlement Class Members will be made based on the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation as set forth herein (*see* pages XX to XX below) or such other plan of allocation as may be ordered by the Court. The objective of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will be to equitably distribute the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud.

Settlement Class Members should note, however, that the average recoveries provided herein are only estimates. Some Settlement Class Members may recover more or less than these estimated amounts depending on, among other factors, when and at what price they purchased or otherwise acquired or sold their Aegean Securities, and the total number and value of valid Proof of Claim and Release forms submitted.

Average Amount of Damages Per Share/Note: The Settling Parties do not agree on the amount of recoverable damages or on the average amount of damages per share or note that would be recoverable if Lead Plaintiff were to prevail on each of its claims. Among other things, the Settling Defendants deny that they violated the federal securities laws or that any damages were incurred by any member of the Settlement Class as a result of their alleged conduct.

Statement of Attorneys' Fees and Litigation Expenses Sought: Lead Counsel, Berman Tabacco, has been prosecuting the Action on a wholly contingent basis since its appointment as Lead Counsel on October 30, 2018, has not received any payment of attorneys' fees for its representation of the Settlement Class, and has advanced the funds to pay expenses necessarily incurred to date to prosecute this Action.

Lead Counsel will apply to the Court for an award of attorneys' fees from the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund in an amount not to exceed 25%, plus

interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred by Lead Plaintiff's Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$380,000 plus interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 77z-1(a)(4). Any fees and expenses awarded by the Court will be paid from the Partial Settlement Funds. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel's fee and expense application, is \$0.1004 per affected common share.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund to defray some current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants in an amount not to exceed a total of \$2 million from the settlement funds ("Litigation Expense Fund"). Any Litigation Expense Fund granted by the Court will be an advance on (and not in addition to) any final fee or expense awarded following resolution of all claims against Non-Settling Defendants.

Identification of Attorneys' Representatives: Lead Plaintiff and the Settlement Class are represented by Nicole Lavalley, Esq. of Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104;(415) 433-3200; law@bermantabacco.com.

Reasons for the Settlement: Lead Plaintiff's principal reason for entering into the Partial Settlements is the substantial and certain recovery for the Settlement Class without the risks or delays inherent in further litigation. Moreover, as discussed more fully below, the substantial recovery provided under these Partial Settlements must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial, and consideration of the fact that even if a judgment were obtained, Lead Plaintiff might not be able to collect from PwC Greece and/or Deloitte Greece. This process could be expected to last several years. For the Settling Defendants, who have denied and continue to deny all allegations of liability, fault or wrongdoing whatsoever, the principal reason for entering into the Partial Settlements is to eliminate the uncertainty, risk, costs and burdens inherent in any litigation, especially in complex cases such as this Action. Settling Defendants have concluded that further conduct of this Action could be protracted and distracting.

Your Legal Rights And Options In The Partial Settlements	
You Can:	That Means:
<p>Submit a Proof of Claim and Release Form (“Claim Form”)⁹ Received or Postmarked by _____</p>	<p>This is the only way to be eligible to receive a payment from either the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Partial Settlements as approved by the Court and you will give up any of the relevant Settling Defendant’s Released Claims (defined in response to question number 11 below) that you have against PwC Greece, Deloitte Greece and the other relevant Settling Defendant’s Released Parties (defined in response to question number 11 below), so it is in your interest to submit a Claim Form. All Settlement Class Members are eligible to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement. However, because PwC Greece only issued an audit opinion for Aegean on May 16, 2017, only Settlement Class Members who purchased Aegean Securities after May 16, 2017 are eligible to share in the PwC Greece Net Settlement Fund created pursuant to the PwC Greece Settlement.</p>
<p>Exclude Yourself From the Settlement Class by Submitting a Written Request for Exclusion Postmarked by _____.</p>	<p>You will receive no payment pursuant to these Partial Settlements. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants or the other relevant Settling Defendant’s Released Parties concerning the claims that were, or could have been, asserted in this case.</p>
<p>Object to the Partial Settlements by Submitting Written Objections Postmarked by _____.</p>	<p>Write to the Court and explain why you do not like the proposed Partial Settlements, or any part of them, or the proposed PwC Greece Plan of Allocation or the proposed Deloitte Greece Plan of Allocation, the application for fees and expenses and/or the application for the establishment of a Litigation Expense Fund. You cannot object to the Partial Settlements unless you are a Settlement Class Member and do not exclude yourself.</p>

⁹ A “Claim Form” means the Proof of Claim and Release form for submitting a claim for the Partial Settlements, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit A-2 to both the PwC Greece Stipulation and the Deloitte Greece Stipulation. Only one Claim Form is required to submit a claim to participate in either the PwC Greece Settlement or the Deloitte Greece Settlement, or both.

Your Legal Rights And Options In The Partial Settlements	
You Can:	That Means:
<p>Go to the Final Approval Hearing on _____ at _____, and File a Notice of Intention to Appear No Later Than _____.</p>	<p>Filing a written objection and notice of intention to appear by ___, allows you to speak in Court at the Final Approval Hearing, at the discretion of the Court, about the fairness of the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, the request for attorneys’ fees and litigation expenses and the establishment of a Litigation Expense Fund. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.</p>
<p>Do Nothing</p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Partial Settlements and you will be bound by any judgments or orders entered by the Court in the Action against these Settling Defendants.</p>

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BASIC INFORMATION

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive.

The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Partial Settlements of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights.

This Notice explains the lawsuit, the Partial Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Partial Settlements if you wish to do so. It also is being sent to inform you of the terms of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation and of a hearing to be held by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider the fairness, reasonableness and adequacy of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and the proposed Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund (the “Final Approval Hearing”). The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim against the Settling Defendants in the Action, and the Court still has to decide whether to approve the Partial Settlements. If the Court approves the Partial Settlements, the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete

The Court in charge of the case is the United States District Court for the Southern District of New

York, and the case is known as *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB). The Judge presiding over this case is the Honorable Naomi Reice Buchwald, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the primary plaintiff is referred to as the “Lead Plaintiff,” on behalf of itself and the Settlement Class it represents, and the “Defendants” being sued are the Settling Defendants (PwC Greece and Deloitte Greece) and the Non-Settling Defendants (Dimitris Melisanidis and Spyros Gianniotis).

2. What is this case about? What has happened so far?

Aegean was an international marine fuel logistics company founded in 1995 by Defendant Dimitris Melisanidis. The Company held its initial public offering in December 2006 and, until its bankruptcy filing in the fall of 2018, its common stock traded on the New York Stock Exchange. In this Action, Lead Plaintiff alleges that certain of the Defendants engaged in a long-running, multi-faceted fraudulent scheme through which they (a) significantly overstated the Company’s income and revenue; (b) overstated the Company’s assets and the strength of its balance sheet; (c) misled investors concerning the adequacy of the Company’s ICFR; and (d) misappropriated Company assets. Lead Plaintiff further allege that, as a result, Defendants were liable for false and misleading statements to the investors during the Settlement Class Period. Defendants included former officers and directors of Aegean, PwC Greece and Deloitte Greece, and certain other entities with the PwC or Deloitte name. Deloitte Greece issued unqualified or “clean” audit opinions representing that Aegean’s year-end financial statements complied with U.S. Generally Accepted Accounting Principles (“GAAP”) as to 2013, 2014 and 2015 and that its ICFR were adequate in 2013 and 2015, also consenting to the reissuance of its 2015 audit opinions, thereby authorizing their inclusion in Aegean’s 2016 Form 20-F. PwC Greece became Aegean’s auditor in 2016, several years after the start of the Settlement Class Period, and issued its first and only audit opinions representing that Aegean’s ICFR were adequate and that its 2016 year-end financial statements complied with GAAP on May 16, 2017.

Because of actions undertaken by certain shareholders, the Company’s entire Audit Committee stepped down in May 2018 and a reconstituted Audit Committee (the “Reconstituted Audit Committee”) was formed with new, independent directors. Only weeks later, on June 4, 2018, the Company announced that \$200 million in accounts receivable had to be written off because the receivables were based on allegedly fraudulent transactions.

On November 2, 2018, following an internal investigation by outside counsel and retained forensic accountants, the Company announced that the Reconstituted Audit Committee had determined that: (a) the Company’s financial results were manipulated by improperly booking approximately \$200 million in accounts receivables from bogus transactions with four shell companies controlled by former employees or affiliates of the Company; (b) approximately \$300 million in cash and assets had been misappropriated by former affiliates, including through a 2010 contract with OilTank Engineering & Consulting Ltd.; (c) Aegean’s management perpetrated and concealed the alleged financial fraud through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications; (d) the revenues and earnings of the Company were substantially overstated in the years 2015, 2016 and 2017 and that both year-end and interim financials for these periods should no longer be

relied upon and would need to be restated; (e) there were material weaknesses in the Company's ICFR as of December 31, 2015, 2016 and 2017 and, as such, management's annual report on ICFR as of December 31, 2015, and 2016 included in the Company's Annual Reports on Form 20-F and also for the 2017 interim results should no longer be relied upon and would need to be restated; (f) insiders had engaged in additional actions to defraud the Company, including engaging in prepayments for future oil deliveries which were never made; and (g) the U.S. Department of Justice had issued a grand jury subpoena in connection with suspected felonies. Then, on November 6, 2018, Aegean commenced bankruptcy proceedings under Chapter 11 of the U.S. Bankruptcy Code in the Southern District of New York, Case No. 18-13374 (MEW).

On June 5, 2018, an initial complaint was filed against Aegean and certain officers and directors of Aegean, in the United States District Court for the Southern District of New York asserting violations of the federal securities laws: *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.) On October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

On February 1, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint (the "Complaint") alleging violations of the federal securities laws against Aegean and certain officers and directors of Aegean, PwC Greece, PricewaterhouseCoopers International Limited ("PwCIL"), PricewaterhouseCoopers LLP ("PwC US"), Deloitte Greece, Deloitte Touche Tohmatsu Limited ("DTTL") and Deloitte & Touche LLP ("Deloitte US"). (ECF No. 81.) Because of Aegean's bankruptcy, the Action was stayed as to Aegean.

In the Spring of 2020, each of the Defendants filed motions to dismiss the claims asserted against them. In particular, on March 6, 2020, PwC Greece and Deloitte Greece filed a joint motion to dismiss the Complaint. (ECF Nos. 187-88.) Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-92). Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51). Defendants filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece's joint motion to dismiss. (ECF No. 293.) In the same order, the Court denied the motion by Gianniotis, denied, in part, the motion by Melisanidis and granted motions to dismiss filed by several other defendants, including the joint motion filed by PwCIL and DTTL, and the joint motion filed by PwC US and Deloitte US. (ECF No. 293.)

Following the Court's hearing on the motion to dismiss and the Court's denial of the joint motion to dismiss filed by PwC Greece and Deloitte Greece, counsel for Lead Plaintiff and counsel for PwC Greece began good-faith negotiations with an eye toward reaching a potential settlement. On August 26, 2021, following numerous rounds of negotiations, Lead Counsel and PwC Greece's Counsel, Wilmer Cutler Pickering Hale and Dorr LLP, reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against PwC Greece.

Lead Plaintiff and Deloitte Greece also commenced good-faith negotiations in Fall 2021. On December 22, 2021, following numerous rounds of negotiations, Lead Counsel and Deloitte Greece's Counsel, Orrick, Herrington & Sutcliffe LLP, also reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece.

Since the commencement of this Action, PwC Greece and Deloitte Greece have denied and continue to deny each and all of the claims and contentions of wrongdoing alleged by Lead Plaintiff in the Action and contend that they have not committed any act or omission giving rise to any liability or violation of law as alleged in the Action, or that could have been alleged in the Action. PwC Greece and Deloitte Greece also have denied, and continue to deny, among other allegations, that Lead Plaintiff or the Settlement Class incurred any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged or that could have been alleged in the Action. PwC Greece and Deloitte Greece have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believe that the evidence supports their position that they acted properly at all times and that the Action is without merit. In addition, PwC Greece and Deloitte Greece each maintain that they have meritorious defenses to all claims alleged in the Action.

<p>3. What is a class action?</p>
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A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Settlement Class, please read the response to question number 13 below entitled, "What if I do not want to be part of the Partial Settlements? How do I exclude myself?") In the Action, the Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting all claims against Defendants on behalf of investors in the Company's securities described above during the Settlement Class Period.

<p>4. What are Lead Plaintiff's reasons for the Partial Settlements?</p>

Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the risks and challenges to establishing liability against the Settling Defendants, particularly since they are two foreign outside auditors. In particular, the Settling Defendants here contended, *inter alia*, that (i) Aegean management was responsible for the preparation of the Company's financial statements, and that they relied on management's representations; (ii) the Company's management perpetrated and concealed the alleged financial fraud, including from the Settling Defendants, through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications, as the Company later admitted;

(iii) that the red flags alleged in the Complaint were either unknown to them or widely known and insufficient to put them on notice that the Company was engaged in fraud; and (iv) that their audit opinions were mere statements of opinion that are only actionable if Lead Plaintiff establishes that they believed that their opinions were false or omitted materials about their audits. The Settling Defendants also likely would have argued that Lead Plaintiff could not establish that the Settling Defendants had the requisite intent or that they failed to conduct their audits in accordance with the applicable standards of their profession. The Settling Defendants would also likely have argued that, even if liable, the Company Defendants would be far more liable, given the admission by the Company that its management was liable and had falsified records and that the Settlement Class relied on the Company defendants, not the Settling Defendants. In addition, the Settling Defendants also have contended that all or a portion of the alleged damages to the Settlement Class were caused by factors other than the allegedly false or misleading statements or omissions and that such damages are thus not recoverable. Moreover, each of the Settling Defendants would raise arguments specific to themselves. Indeed, Deloitte Greece would have argued, for example, that many of the alleged red flags only appeared after it audited the Company's 2015 year-end financials and that it was not liable to investors who purchased Aegean Securities after PwC Greece issued its audit opinion for Aegean's 2016 year-end financials. It also would have argued that claims related to purchases prior to the issuance of its audit opinions for FY 2013 were time-barred. Meanwhile, PwC Greece would have argued that the fraud had been ongoing for years prior to its auditing work for Aegean. Thus, while Lead Plaintiff and Lead Counsel believe that the case against the Settling Defendants is very robust, the fact remains that the Court at class certification, summary judgment or trial could find the Settling Defendants' defenses persuasive, which could significantly reduce or eliminate recoverable damages.

Lead Plaintiff and Lead Counsel also considered the difficulties in establishing liability against or collecting from foreign nationals and the substantial risks, burdens and expenses involved in further litigation of this Action through trial and appeals against the Settling Defendants, including (i) gathering documentary evidence, much of which would have been written in Greek and located in Greece; (ii) the fact that Defendants and others would have asserted privileges under Europe's recently-enacted privacy and security law, the General Data Protection Regulation, to withhold or redact documents; (iii) the costly and time-consuming nature of translating relevant documents obtained in discovery and deposing witnesses abroad; and (iv) the difficulty of enforcing of any judgment obtained against foreign defendants.

In addition, Lead Plaintiff and Lead Counsel considered the other attendant risks of litigating a complex securities class action, including (i) the possibility that a class may not be certified; (ii) a possible adverse judgment; (iii) discovery disputes; (iv) disputes between experts on complex financial and accounting matters as well as loss causation and damages; (v) a lengthy trial; and (vi) appeals. Given the foregoing, Lead Plaintiff and Lead Counsel have considered the uncertain outcome of trial and appellate risk in complex lawsuits like this one. Lead Plaintiff and Lead Counsel have also considered the benefit of Partial Settlements now, in light of the risks that the Settling Defendants or their insurers could not satisfy a judgment materially larger than the Partial Settlement Amount, and of their evaluation of the reduced amount of insurance that may be available after trial.

In light of the risks of collecting any sums after a trial as compared to the amount certain provided to the Settlement Class by way of the Partial Settlement Amount agreed to in the Partial Settlements, Lead Plaintiff and Lead Counsel believe that the proposed Partial Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Partial Settlements provide a substantial benefit now, namely the payment of \$29.8 million (\$14.9 million from each Settling Defendant) (less the various deductions described in this Notice), as well as the agreement of the Settling Defendants to provide documents as detailed in the Settling Defendants' respective Stipulations (including by providing certain audit workpapers), as compared to the risk that the claims asserted in the Complaint would produce a similar, smaller or no recovery after summary judgment, trial and appeals, possibly years in the future.

The Settling Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. The Settling Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Settling Defendants also have denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Settlement Class have suffered any damage or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action. Nevertheless, the Settling Defendants have taken the uncertainty and risks inherent in any litigation into account, especially in a complex case such as this. The Settling Defendants have concluded that further conduct of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settling Defendants' respective Stipulations.

<p>5. What might happen if there were no Partial Settlements?</p>
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If there were no Partial Settlements and Lead Plaintiff failed to establish any essential legal or factual element of its claims against the Settling Defendants, neither Lead Plaintiff nor the Settlement Class would recover anything from the Settling Defendants. Also, if the Settling Defendants were successful in proving any of their defenses, the Settlement Class likely could recover substantially less than the amount provided in the Partial Settlements, or nothing at all. Moreover, there is also a risk that there would be no funds available to satisfy any judgment obtained in this case after trial and appeal.

WHO IS INCLUDED IN THE PARTIAL SETTLEMENTS?

<p>6. How do I know if I am affected by the Partial Settlements?</p>

For the purposes of the Partial Settlements, with the few exceptions listed below, everyone who fits the following description is a Settlement Class Member: All Persons¹⁰ who purchased or

¹⁰ For the purposes of the Partial Settlements, a "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint

otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”)¹¹; (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court. All Settlement Class Members are entitled to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement because the Action alleges claims against Deloitte Greece for the full Settlement Class Period. However, since PwC Greece only issued an audit opinion for Aegean on May 16, 2017, there were no claims against PwC Greece prior to that date. Thus, only those Settlement Class Members who purchased after May 16, 2017 are alleged to have claims against PwC Greece, and will be entitled to share in the PwC Greece Net Settlement Fund created by the PwC Greece Settlement.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE PARTIAL SETTLEMENTS.

7. Are there any exceptions to being included as a Settlement Class Member?

Yes. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Dismissed Defendants; (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 13 below.

venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

¹¹ Dismissed Defendants are E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, DTTL, Deloitte US, PwCIL and PwC US.

8. I am still not sure if I'm included.

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at 1-877-888-9760 (Toll Free) or you can fill out the Claim Form described in response to question number 12 below (“How do I participate in the Partial Settlements? What do I need to do?”) to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed on page XX above and in the response to question number 23 below. Please do not contact the Court.

THE PARTIAL SETTLEMENTS BENEFITS

9. What do the Partial Settlements provide?

Settling Defendants have paid or will pay a total of \$29.8 million (comprised of \$14.9 million from PwC Greece and \$14.9 million from Deloitte Greece) into two separate escrow accounts. The \$14.9 million account from PwC Greece will earn interest, as provided for in the PwC Greece Stipulation, for the benefit of the Settlement Class Members who purchased Aegean Securities between May 17, 2017 and November 5, 2018. The \$14.9 million account from Deloitte Greece will earn interest, as provided for in the Deloitte Greece Stipulation, for the benefit of all Settlement Class Members. After deduction of Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses or amounts as may be approved by the Court, the respective balances of the two escrow accounts (the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund) will be distributed to Settlement Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, as applicable, discussed at pages XX to XX below. The Partial Settlements also provide for coordination with respect to fulfilment of the terms of the Settling Defendants’ respective Stipulations, including by providing certain audit workpapers.

In exchange for the Settling Defendants’ payments, the claims described in response to question number 11 below entitled, “What am I giving up to get a payment or stay in the Settlement Class?” will be released, relinquished, discharged and dismissed with prejudice.

The proposed Partial Settlements represent a compromise of disputed claims and does not mean that the Settling Defendants have been found liable for any claims asserted by Lead Plaintiff.

10. How much will my payment be? When will I receive it?

At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Partial Settlements. Your share of the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund will depend on the number of valid and timely Claim Forms that Settlement Class Members send in, how many units of Aegean common stock, debt-securities (notes) and/or options you bought and sold, and when you bought and sold them. As discussed above, Settlement Class Members will only be eligible for distribution from the PwC Greece Net Settlement Fund if they acquired their securities after May 16, 2017. You should look at the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation

sections of this Notice that appear on pages **XX** below for a description of the calculations to be made by the Claims Administrator in computing the amounts to be paid to the “Authorized Claimants,” that is, those investors who submit valid and timely Claim Forms establishing that they are Settlement Class Members.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any member of the Settlement Class.

The PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are submitted herewith (*see* pages **XX to XX** below) for the Court’s approval; however, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation shall in no way disturb or affect the Court’s approval of the Settling Defendants’ respective Stipulations and shall be considered separate from the Court’s Order and Final Judgment with Prejudice Regarding PwC Greece¹² and the Court’s Order and Final Judgment with Prejudice Regarding Deloitte Greece¹³ discussed in response to question number 11 below. The objective of the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation is to equitably distribute the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing against each of the Settling Defendants. Payment pursuant to the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation will be conclusive against Authorized Claimants. No person will have any claim against Lead Plaintiff, Lead Counsel, any other Plaintiff and Plaintiff’s Counsel in the Action, the Settling Defendants, PwC Greece’s Counsel, Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties or their counsel, or the Claims Administrator or other agents designated by Lead Counsel arising from distributions made substantially in accordance with the Settling Defendants’ respective Stipulations, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation, or further orders of the Court. Settling Defendants, PwC Greece’s and Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties and their counsel will have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund and/or Deloitte Greece Settlement Fund, the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund, the PwC Greece Plan of Allocation and/or Deloitte Greece Plan of Allocation or the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute, administer and distribute the Settlement.

Each Settlement Class Member will be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Claim

¹² The “Order and Final Judgment with Prejudice Regarding PwC Greece” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the PwC Greece Stipulation, substantially in the form of Exhibit B to the PwC Greece Stipulation.

¹³ The “Order and Final Judgment with Prejudice Regarding Deloitte Greece” (and, together with the Order and Final Judgment Regarding PwC Greece, the “Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece”) means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the Deloitte Greece Stipulation, substantially in the form of Exhibit B to the Deloitte Greece Stipulation.

Form. Persons and entities that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund and should not submit Claim Forms.

The Partial Settlements are conditioned on two main events: (i) the entry of the Judgment by the Court, after the Court holds a Final Approval Hearing to decide whether to approve the Partial Settlements, as provided for in the PwC Greece Stipulation and the Deloitte Greece Stipulation; and (ii) the expiration of the applicable period to file all appeals from the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece. If the PwC Greece Settlement and/or the Deloitte Greece Settlement are approved, it is possible there may be an appeal by someone. There is always uncertainty as to how these appeals will be resolved, and resolving them can take time, perhaps more than a year. Also, if certain conditions of the PwC Greece Settlement or the Deloitte Greece Settlement, as described in the Stipulations, are not met, the Partial Settlements might be terminated and become null and void. In addition, the Claims Administrator will need time to process all of the timely claims before any distribution can be made.

<p>11. What am I giving up to get a payment or stay in the Settlement Class?</p>

If the Partial Settlements are approved, the Court will enter two separate orders and final judgments with prejudice, among other things, dismissing the claims against PwC Greece and Deloitte Greece and entering final judgment regarding PwC Greece and Deloitte Greece (the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece). Among other things, the Order and Final Judgment with Prejudice Regarding PwC Greece will dismiss the claims against PwC Greece with prejudice, and will provide that Lead Plaintiff and all other Settlement Class Members will be deemed to have—and by operation of the Order and Final Judgment with Prejudice Regarding PwC Greece will have—released, relinquished, dismissed and forever discharged the PwC Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the PwC Greece Released Parties (as defined below). Among other things, the Order and Final Judgment with Prejudice Regarding Deloitte Greece will dismiss the claims against Deloitte Greece with prejudice, and will provide that Lead Plaintiff and all other Settlement Class Members will be deemed to have—and by operation of the Order and Final Judgment with Prejudice Regarding Deloitte Greece will have—released, relinquished, dismissed and forever discharged the Deloitte Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the Deloitte Greece Released Parties (as defined below).

“PwC Greece Released Claims” means any and all claims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, losses, remedies, fees, expenses, costs, accountings, obligations, judgments and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or foreign law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against PwC Greece, PwCIL or PwC US, or that could or might have been asserted against PwC Greece, PwCIL, PwC US or any other PwC Network firm

as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity in any federal, state, common, arbitral, administrative or foreign court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint, including but not limited to, any audits or reviews of Aegean financial statements by PwC Greece or any services of any kind provided to Aegean by PwC Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “PwC Greece Released Claims” do not include: (a) claims to enforce the Partial Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, Deloitte Greece or any Dismissed Defendants other than PwCIL and PwC US; and (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

“Deloitte Greece Released Claims” means any and all claims, counterclaims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, injuries, losses, remedies, fees, expenses, costs, accountings, obligations, judgments, and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or non-U.S. law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against Deloitte Greece, DTTL or Deloitte US, or that could or might have been asserted against Deloitte Greece, DTTL or Deloitte US as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates) in any federal, state, common, arbitral, administrative or non-U.S. court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint including, but not limited to, any audits or reviews of Aegean financial statements by Deloitte Greece or any services of any kind provided to Aegean by Deloitte Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Deloitte Greece Released Claims” do not include: (a) claims to enforce the Deloitte Greece Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, PwC Greece or any Dismissed Defendants other than DTTL and Deloitte US; and/or (c) claims asserted in the Aegean

Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

“PwC Greece Released Party” or “PwC Greece Released Parties” means PwC Greece, PwCIL, PwC US and all other PwC Network firms, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities; and each and all of the foregoing entities’ respective past, present and future directors, officers, boards and board members, employees, partners (in the broadest concept of that term), principals, representatives, alleged partners, associates, owned and controlled entities and persons, stockholders, members and owners, attorneys (including PwC Greece’s Counsel, and counsel for PwCIL and PwC US), advisors, contractors, consultants, trustees, insurers, co-insurers, reinsurers, agents, heirs, executors, estates, administrators, fiduciaries, successors, assignors and assigns.

“Deloitte Greece Released Party” or “Deloitte Greece Released Parties” means Deloitte Greece, DTTL and Deloitte US, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates acting in said capacity); and each and all of the foregoing entities’ respective past, present and future representatives, insurers, co-insurers, re-insurers, predecessors, successors, assignors, assigns, agents, advisors, heirs, executors, estates trustees, administrators, fiduciaries, consultants, contractors, partners, principals, members, directors, boards and board members, officers, officials, shareholders, employees, subsidiaries, parents, affiliates, divisions, offices, owned or controlled entities and persons, and attorneys (including Deloitte Greece’s Counsel, counsel for DTTL and counsel for Deloitte US).

“Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or non-U.S. law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the PwC Greece Released Party or Parties or the Deloitte Greece Released Party or Parties, as applicable, except for claims relating to the enforcement of the Partial Settlements, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

“Unknown Claims” has the same meaning for each Settlement, with respect to either of the Settling Defendants, and means any and all the Settling Defendant’s Released Claims or Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Settling Defendant’s Released Parties does not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Settling Defendant’s Released Parties, the Settlement Class Members or the Settling Parties, or

might have affected his, her or its decision(s) with respect to the Partial Settlements, the Settling Defendant's Released Claims or the Released Parties' Claims, including his, her or its decision to object or not object to Partial Settlements. With respect to any and all the Settling Defendant's Released Claims and the Released Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Partial Settlements, Lead Plaintiff and the Settling Defendant shall expressly waive, and each of the other Settlement Class Members and the Settling Defendant's Released Parties shall be deemed to have waived and by operation of the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece shall have expressly waived to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law or non-U.S. law, which is similar, comparable or equivalent to California Civil Code § 1542, 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.

The Settling Parties and the Settling Defendant's Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Settling Defendant's Released Claims and the Released Parties' Claims, but the Settling Parties and the Settling Defendant's Released Parties expressly, fully, finally and forever settle and release, and each Settling Defendant's Released Party, Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece, shall have settled and released, fully, finally and forever, any and all Settling Defendant's Released Claims and the Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Settling Defendant acknowledge, and each of the other Settlement Class Members and the Settling Defendant's Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Partial Settlement.

<p>12. How do I participate in the Partial Settlements? What do I need to do?</p>
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If you purchased or otherwise acquired the securities described above, you are not excluded by the definition of the Settlement Class and you do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member. As such, you will be bound by the proposed Partial Settlements if the Court approves either or both of them, and by any judgment or determination of the Court affecting the Settlement Class. To qualify for payment, you must have recognized losses under the PwC Greece Plan of Allocation or the Deloitte Greece Plan of Allocation and you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice and is also available on the settlement website maintained by the Claims Administrator, www.aegeansecuritieslitigation.com as well as Lead Counsel's website at www.bermantabacco.com. Read the instructions carefully, fill out the Claim Form, include all supporting documentation the Claim Form asks for, sign it, and mail it postmarked no later than

[TO BE INSERTED]. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund but will in all other respects be bound by the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece.

Those who exclude themselves from the Settlement Class and those who do not submit timely a valid Claim Form with adequate supporting documentation will not be entitled to share in the Partial Settlements. Please retain all records of your ownership of and transactions in the securities, as they may be needed to document your Claim.

As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in response to question number 18 below entitled, “When and where will the court decide whether to approve the Partial Settlements?”

If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in response to question number 13 below entitled, “What if I do not want to be part of the Partial Settlements? How do I exclude myself?” If you exclude yourself from the Settlement Class, you will not be eligible to receive any benefit from the Partial Settlements and you should not submit a Claim Form, but you will retain the right to be a part of any other lawsuit against any of the relevant Settling Defendant’s Released Parties (as defined in response to question number 11 above) with respect to any of the relevant Settling Defendant’s Released Claims (as defined in response to question number 11 above).

If you wish to object to the Partial Settlements or any of their terms, the proposed PwC Greece Plan of Allocation or Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in response to question number 18 below entitled, “When and where will the Court decide whether to approve the Partial Settlements?” If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

EXCLUDING YOURSELF FROM THE SETTLEMENT

<p>13. What if I do not want to be part of the Partial Settlements? How do I exclude myself?</p>

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Partial Settlements, whether favorable or unfavorable, unless such person or entity mails, by first class mail (or its equivalent outside the U.S.), or otherwise delivers a written Request for Exclusion from the Settlement Class, addressed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

EXCLUSIONS
P.O Box 173001
Milwaukee, WI 53217.

The exclusion request must be *postmarked* no later than [TO BE INSERTED]. Such Persons requesting exclusion are also directed to provide the following information: (a) the name, address and telephone number of the Person seeking exclusion; (b) the identity and original face value of any Aegean Securities purchased (or otherwise acquired) during the Settlement Class Period, including the dates of each purchase or acquisition, the number of shares purchased or otherwise acquired, and the prices or other consideration paid for such purchases or acquisitions; (c) the identity and original face value of any Aegean Securities sold or otherwise disposed of during the Settlement Class Period, including the dates of each sale or other disposition, the number of shares sold or otherwise disposed of, and the prices or other consideration received for such sales or dispositions; (d) the date of each purchase or sale transaction; and (e) a statement that the person or entity wishes to be excluded from the Settlement Class in the *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB), and must be signed by such Person. Requests for Exclusion will not be valid if they do not include the information set forth above and are not received within the time stated above, unless the Court otherwise determines.

If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Settling Defendants' respective Stipulations.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Berman Tabacco, Lead Counsel, to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed on page XX above and listed in response to question number 23 below. There is no need to retain your own lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

At the Final Approval Hearing, Lead Counsel will ask the Court to approve payment of up to 25% of the Partial Settlement Funds, or approximately \$7,450,000 for attorneys' fees, and for reimbursement of out-of-pocket expenses not to exceed \$380,000. To date, Lead Counsel has not been paid for their services for conducting this Action on behalf of Lead Plaintiff and the Settlement Class, nor for their substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for their work in achieving the PwC Greece and Deloitte Greece Partial Settlement Funds. The Court may, however, award less than this amount. In that case the difference will remain with the Partial Settlement Funds. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Settlement Class; nor has Lead Counsel been reimbursed for its out-of-pocket expenses.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the Settling Parties' Partial Settlement Funds a Litigation Expense Fund amount of up to a total of \$2 million from both (*i.e.*, advances to defray current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants). Any Litigation Expense Fund authorized by the Court will be an advance on (and not in addition to) any final fees or expense reimbursements awarded. The Court will determine the amount of any such award.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Partial Settlements?
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If you are a Settlement Class Member and do not request exclusion in accordance with the response to question number 13 above, you can tell the Court that you do not agree with either or both of the Partial Settlements or any part of them, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund.

Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before **[TO BE INSERTED]**. You must also serve the papers on Lead Counsel for the Settlement Class and counsel for the Settling Defendants at the addresses set forth below so that the papers are *received* on or before **[TO BE INSERTED]**.

Clerk's Office	Lead Counsel for the Settlement Class	Counsel For PwC Greece	Counsel For Deloitte Greece
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK 500 Pearl Street New York, New York 10007	BERMAN TABACCO Nicole Lavallee, Esq. 44 Montgomery Street, Suite 650 San Francisco, CA 94104	WILMERHALE LLP Christopher Davies 1875 Pennsylvania Avenue NW Washington, DC 20006	ORRICK, HERRINGTON & SUTCLIFFE LLP Thomas N. Kidera 51 West 52nd Street New York, NY 10019-6142

Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and supporting documentation evidencing all of the Settlement Class Member's transactions involving Aegean Securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's signature, even if represented by counsel. Persons who intend to object to the Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Plaintiffs' application for attorneys' fees and reimbursement of Litigation Expenses and/or to Lead Counsel's application for the

establishment of a Litigation Expense Fund and who desire to present evidence at the Final Approval Hearing, must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing.

You may not object to the Partial Settlements, or any aspect of them, if you excluded yourself from the Settlement Class.

You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before **[TO BE INSERTED]**.

17. What's the difference between objecting and being excluded from the Settlement Class?

Objecting is simply telling the Court that you do not like something about either or both of the Partial Settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Partial Settlements. You do not need to attend that hearing but are welcome to attend if you so desire.

18. When and where will the Court decide whether to approve the Partial Settlements?

The Final Approval Hearing on these Partial Settlements will be held on **[DATE TO BE INSERTED]**, at **[TIME TO BE INSERTED]**, before the Honorable Naomi Reice Buchwald, United States District Judge, at the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21A, New York, New York 10007, to determine: (a) whether each of the proposed Partial Settlements on the terms and conditions provided for in the Settling Defendants' respective Stipulations is fair, reasonable and adequate, and should be approved by the Court; (b) whether the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece should be entered dismissing the Action as to the Settling Defendants, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendants and dismissed defendants PwCIL, PwC US, DTTL and Deloitte U.S.; (c) whether the release by the Settlement Class of the relevant Settling Defendant's Released Claims against the relevant Settling Defendant's Released Parties

(as defined in response to question number 11 above) and the release by the relevant Settling Defendant's Released Parties of the Released Parties' Claims should be ordered; (d) whether the proposed PwC Greece Plan of Allocation and/or the proposed Deloitte Greece Plan of Allocation to distribute the Settlement proceeds (described on pages **XX to XX** below) is fair and reasonable; (e) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and (f) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court.

THE FINAL APPROVAL HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE SETTLEMENT CLASS, SO PLEASE CHECK WITH LEAD COUNSEL, THE SETTLEMENT WEBSITE WWW.AEGEANSECURITIESLITIGATION.COM, OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE.

If you do not wish to object in person to the proposed Partial Settlements and/or the application for the establishment of a Litigation Expense Fund, you do not need to attend the Final Approval Hearing. You can object to or participate in the Partial Settlements without attending the Final Approval Hearing.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve either or both of the Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. We do not know how long these decisions will take. If you want to attend the hearing, you should check with Lead Counsel, the settlement website www.aegeansecuritieslitigation.com, or the Court's PACER system beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the Final Approval Hearing?

No. Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Final Approval Hearing?

Any Settlement Class Member who did not request to be excluded from the Settlement Class by **[TO BE INSERTED]** is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney, and to show cause (a) why either or both of the Partial Settlements should not be approved as fair, reasonable and adequate (b) why the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation should or should not be approved; (c) why judgments should not be entered thereon; or (d) why Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and any application for the establishment of a Litigation Expense Fund should not be granted. However, you may not be heard at the Final Approval Hearing unless, on or before **[TO BE INSERTED]**, you file a Notice of Intention to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or briefs with the Clerk of the Court, United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007, as described in response to question number 16 above entitled, “How do I tell the Court that I do not like the Partial Settlements?”

Only Settlement Class Members who have submitted written notices in this manner may be heard at the Final Approval Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member but do nothing, then you will get no money from these Partial Settlements. You must file a Claim Form to be eligible to receive anything from the Partial Settlements. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Partial Settlements?

Yes. This Notice summarizes the proposed Partial Settlements. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the Settling Defendants’ respective Stipulations, which have been filed with the Court. Lead Plaintiff’s submissions in support of the Partial Settlements will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Partial Settlements will be posted on the settlement website set up for this case: www.aegeansecuritieslitigation.com. If you have any further questions, you may contact Lead Counsel identified in the response to question number 14 above entitled, “Do I have a lawyer in this case?” You may also call the Claims Administrator at 1-877-888-9760 (Toll Free) to find answers to common questions about the Partial Settlements and obtain information about the status of the settlement approval process.

23. Can I See The Court File? Who Should I Contact If I Have Questions?

This Notice contains only a summary of the terms of the proposed Partial Settlements. More detailed information about the matters involved in the Action is available at www.aegeansecuritieslitigation.com, including, among other documents, copies of the Settling Defendants' respective Stipulations, the Claim Form and the Complaint. Lead Plaintiff's submissions in support of the Partial Settlements and Lead Counsel's fee and expense application will be filed with the Court prior to the Final Approval Hearing.

All inquiries concerning this Notice or the Claim Form should be directed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

OR

Nicole Lavallee
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com
Lead Counsel

SPECIAL NOTICE TO NOMINEES

24. Special Notice to Banks, Trustees, Brokerage Firms, or Other Nominees

If you hold any Aegean Securities purchased during the Settlement Class Period as nominee for a beneficial owner, then, within seven (7) days after you receive this Notice, you must either: (a) send a copy of this Notice and the Claim Form by first-class mail to all such Persons; or (b) provide a list of the names and addresses of such Persons to the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

If you choose to mail the Notice and Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or

elect to have the mailing performed for you, you may obtain reimbursement for reasonable costs actually incurred or expected to be incurred in connection with forwarding the Notice and Claim Form and which would not have been incurred but for the obligation to forward the Notice and Claim Form, upon submission of appropriate documentation to the Claims Administrator.

UNDERSTANDING YOUR PAYMENT - THE PwC GREECE PLAN OF ALLOCATION

25. How will my claim be calculated for the PwC Greece Settlement?

1. As discussed above, the PwC Greece Settlement provides \$14.9 million in cash for the benefit of the members of the Settlement Class who allegedly have claims against Settling Defendant PwC Greece. The PwC Greece Settlement Amount and any interest it earns constitute the “PwC Greece Settlement Fund.” The PwC Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes and any other fees or expenses approved by the Court, is the “PwC Greece Net Settlement Fund.” If the PwC Greece Settlement is approved by the Court, the PwC Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against PwC Greece – in accordance with this proposed Plan of Allocation (“PwC Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the PwC Greece Net Settlement Fund but will otherwise be bound by the PwC Greece Settlement. The Court may approve this proposed PwC Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the PwC Greece Plan of Allocation will be posted on the settlement website: www.aegeansecuritieslitigation.com.

2. The objective of the PwC Greece Plan of Allocation is to distribute the PwC Greece Settlement Fund equitably among those Settlement Class Members who suffered economic losses as a proximate result of PwC Greece’s alleged wrongdoing. To be clear, since PwC Greece’s audit opinion was issued after the close of trading on May 16, 2017, only those Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options) after that date but before November 6, 2018 and held through at least one partial disclosure, allegedly have claims against PwC Greece. The PwC Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the PwC Greece Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against PwC Greece after a trial. Nor are the calculations in accordance with the PwC Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the PwC Greece Settlement. The computations under the PwC Greece Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the PwC Greece Net Settlement Fund. The Recognized Loss amount formulas below are intended solely for purposes of this PwC Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against PwC Greece, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common

stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”)¹⁴; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)¹⁵; and/or (iv) Aegean call options; or (b) sold Aegean put options, (collectively referred to as the “Aegean Securities”) after PwC Greece issued its audit opinion on May 16, 2017, but within the Settlement Class Period, and have held through a partial disclosure.

4. The PwC Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the PwC Greece Plan of Allocation, Lead Plaintiff’s damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired after May 16, 2017 but within the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by PwC Greece’s misconduct, Lead Plaintiff’s damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a “corrective disclosure”) was released to the market on various dates including the following dates after the issuance of PwC’s audit opinion: February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018, thereby impacting the prices of Aegean Securities on February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. As discussed above, in order to have a “Recognized Loss Amount” under the PwC Greece Plan of Allocation for the Partial Settlement against PwC Greece, Aegean Securities must have been purchased or otherwise acquired during the period between May 17, 2017 and November 5, 2018, inclusive (“PwC Greece Relevant Period”), and held through the issuance of at least one corrective disclosure.¹⁶

ALLOCATION OF THE PWC GREECE NET SETTLEMENT FUND

7. As detailed below, the PwC Greece Net Settlement Fund will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member’s damages. The PwC Greece Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) at least 95% of the PwC Greece Net Settlement Fund will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the PwC Greece Net Settlement Fund will be allocated to options on Aegean common stock.

¹⁴ The CUSIP number for the 4.00% Notes is: EJ8900817.

¹⁵ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

¹⁶ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE PwC GREECE SETTLEMENT

8. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Aegean Securities (or sold put options) during the PwC Greece Relevant Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or \$0.00 under the formula below, that Recognized Loss Amount will be \$0.00.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the PwC Greece Relevant Period, the claim per share shall be as follows:

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below.
- (d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.¹⁷

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the PwC Greece Relevant Period, and;

¹⁷ Under Section 21(D)(e)(1) of the Securities Exchange Act of 1934 (“Exchange Act”), “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.¹⁸

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the PwC Greece Relevant Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.¹⁹

¹⁸ The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

¹⁹ The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.²⁰

13. For call options on Aegean common stock purchased or otherwise acquired during the PwC Greece Relevant Period, and:

- (a) Closed (through sale, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is \$0.00.
- (b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement (through sale, expiration, or exercise) of the call option contract.

14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is \$0.00.

15. For put options on Aegean common stock written or otherwise sold during the Settlement Class Period, and:

- (a) Closed (through purchase, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is \$0.00.
- (b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement (through sale, expiration, or exercise) of the put option contract less the initial proceeds received upon the sale of the put option contract.

²⁰ To participate in the Partial Settlements, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the corrective disclosures identified above. The Claims Administrator will determine if the Claimant had a “Market Gain” or “Market Loss” with respect to his, her, or its overall transactions in Aegean options contracts during the PwC Greece Relevant Period. Only Claimants who suffered an overall “Market Loss” in connection with his, her, or its purchases or sales of Aegean options contracts shall be eligible to participate in the Partial Settlements. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

ADDITIONAL PROVISIONS REGARDING PWC GREECE SETTLEMENT

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. PwC Greece Relevant Period sales will be matched first against any holdings at the beginning of the PwC Greece Relevant Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the PwC Greece Relevant Period.

18. A claimant’s “Recognized Claim” under the PwC Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The PwC Greece Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” (referring to the amount that the Court authorizes and directs to be distributed, in whole or in part, to Authorized Claimants) will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the PwC Greece Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Aegean Securities during the PwC Greece Relevant Period will not be deemed a purchase, acquisition or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the PwC Greece Relevant Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. However, under the PwC Greece Plan of Allocation, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest PwC Greece Relevant Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period, the value of the claimant’s Recognized Claim

will be \$0.00. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period but that market loss was less than the claimant's total Recognized Claim calculated above, then the claimant's Recognized Claim will be limited to the amount of the actual market loss.²¹ For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount²² and (ii) the sum of the Total Sales Proceeds^{23,24} and Holding Value (for Aegean common stock and Notes only).²⁵ This difference will be deemed a claimant's market gain or loss with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period.

24. After the initial distribution of the PwC Greece Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the PwC Greece Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the PwC Greece Settlement, including for such re-distributions, would be cost-effective. At such time

²¹ For the Aegean 4.00% Notes and the Aegean 4.25% Notes, only transactions between May 17, 2017 and November 5, 2018, inclusive, shall be considered for the determination of market gains and/or losses under the PwC Greece Plan of Allocation.

²² The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the PwC Greece Relevant Period.

²³ The Claims Administrator will match any sales of Aegean common stock from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

²⁴ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

²⁵ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018 (the "Holding Value"). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018.

as it is determined that the re-distribution of funds remaining in the PwC Greece Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

25. Payment pursuant to the PwC Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the PwC Greece Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement Class Member, PwC Greece, PwC Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the PwC Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund or the PwC Greece Net Settlement Fund; the PwC Greece Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute administer and distribute the PwC Greece Settlement.

26. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

27. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

UNDERSTANDING YOUR PAYMENT - THE DELOITTE GREECE PLAN OF ALLOCATION

26. How will my claim be calculated for the Deloitte Greece Settlement?

1. As discussed above, the Deloitte Greece Settlement provides \$14.9 million in cash for the benefit of the members of the full Settlement Class who allegedly have claims against the Settling Defendant Deloitte Greece. The Deloitte Greece Settlement Amount and any interest it earns constitute the “Deloitte Greece Settlement Fund.” The Deloitte Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the “Deloitte Greece Net Settlement Fund.” If the Deloitte Greece Settlement is approved by the Court, the Deloitte Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the entire Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against Deloitte – in accordance with this proposed Plan of Allocation (“Deloitte Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Deloitte Greece Net Settlement Fund but will otherwise be bound by the Deloitte Greece Settlement. The Court may approve this proposed Deloitte Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Deloitte Greece Plan of Allocation will be posted on the settlement website: www.aegeansecuritieslitigation.com.

2. The objective of the Deloitte Greece Plan of Allocation is to distribute the Deloitte Greece Settlement Funds equitably among those Settlement Class Members who suffered economic losses as a proximate result of Deloitte Greece’s alleged wrongdoing. To be clear, Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options during the Settlement Class Period and held through at least one partial disclosure, allegedly have claims against Deloitte Greece. The Deloitte Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Deloitte Greece Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against Deloitte Greece after a trial. Nor are the calculations in accordance with the Deloitte Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Deloitte Greece Settlement. The computations under the Deloitte Greece Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Deloitte Greece Net Settlement Fund. The Recognized Loss Amount formulas below are intended solely for purposes of this Deloitte Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against Deloitte Greece, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common

stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”)²⁶; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)²⁷; and/or (iv) Aegean call options; or (b) sold Aegean put options (collectively referred to as the “Aegean Securities”) within the Settlement Class Period and have held through a partial disclosure.

4. The Deloitte Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the Deloitte Greece Plan of Allocation, Lead Plaintiff’s damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired during the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by Deloitte Greece’s misconduct, Lead Plaintiff’s damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a “corrective disclosure”) was released to the market on various dates: December 14, 2016; February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018; thereby impacting the prices of Aegean Securities on December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. In order to have a “Recognized Loss Amount” under the Deloitte Greece Plan of Allocation for the Deloitte Greece Settlement against Deloitte Greece, Aegean Securities must have been purchased or otherwise acquired during the Settlement Class Period, and held through the issuance of at least one corrective disclosure.²⁸

ALLOCATION OF THE DELOITTE GREECE NET SETTLEMENT FUND

7. As detailed below, the Deloitte Greece Net Settlement Fund will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member’s damages. The Deloitte Greece Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) at least 95% of the Deloitte Greece Net Settlement Fund will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the Deloitte Greece Net Settlement Fund will be allocated to options on Aegean common stock.

²⁶ The CUSIP number for the 4.00% Notes is: EJ8900817.

²⁷ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

²⁸ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

**CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE DELOITTE
GREECE SETTLEMENT**

8. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Aegean Securities (or sold put options) during the Settlement Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or \$0.00 under the formula below, that Recognized Loss Amount will be \$0.00.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the Settlement Class Period, the claim per share shall be as follows:

- (a) Sold prior to December 14, 2016, the Recognized Loss Amount will be \$0.00.
- (b) Sold from December 14, 2016 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below.
- (d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.²⁹

²⁹ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the Settlement Class Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.³⁰

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the Settlement Class Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price

³⁰ The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below.

- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.³¹

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.³²

13. For call options on Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and:

- (a) Closed (through sale, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
- (b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement (through sale, expiration, or exercise) of the call option contract.

14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is \$0.00.

15. For put options on Aegean common stock written or otherwise sold during the Settlement Class Period, and:

³¹ The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

³² To participate in the Partial Settlements, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the corrective disclosures identified above. The Claims Administrator will determine if the Claimant had a “Market Gain” or “Market Loss” with respect to his, her, or its overall transactions in Aegean options contracts during the Settlement Class Period. Only Claimants who suffered an overall “Market Loss” in connection with his, her, or its purchases or sales of Aegean options contracts shall be eligible to participate in the Partial Settlements. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

- (a) Closed (through purchase, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
- (b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement (through sale, expiration, or exercise) of the put option contract less the initial proceeds received upon the sale of the put option contract.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

ADDITIONAL PROVISIONS REGARDING THE DELOITTE GREECE SETTLEMENT

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

18. A claimant’s “Recognized Claim” under the Deloitte Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The Deloitte Greece Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” (referring to the amount that the Court authorizes and directs to be distributed, in whole or in part, to Authorized Claimants) will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Deloitte Greece Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Aegean Securities during the Settlement Class Period will not be deemed a purchase, acquisition or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. However, under the Deloitte Greece Plan of Allocation, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest Settlement Class Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period, the value of the claimant’s Recognized Claim will be \$0.00. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period but that market loss was less than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount³³ and (ii) the sum of the Total Sales Proceeds^{34,35} and Holding Value (for Aegean Common Stock and Notes only).³⁶ This difference will be deemed a claimant’s market gain or loss with respect to his, her, or its overall transactions in Aegean Securities during the Settlement Class Period.

³³ The “Total Purchase Amount” is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the Settlement Class Period.

³⁴ The Claims Administrator will match any sales of Aegean common stock from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the “Total Sales Proceeds.”

³⁵ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the “Total Sales Proceeds.”

³⁶ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 7, 2018 (the “Holding Value”). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the Settlement Class Period (as to Deloitte Greece) and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the Settlement Class Period (as to Deloitte Greece) and still held as of the close of trading on November 7, 2018.

24. After the initial distribution of the Deloitte Greece Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Deloitte Greece Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Deloitte Greece Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Deloitte Greece Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

28. Payment pursuant to the Deloitte Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the Deloitte Greece Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement Class Members, Deloitte Greece, Deloitte Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Deloitte Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. The Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Deloitte Greece Settlement Fund or the Deloitte Greece Net Settlement Fund; the Deloitte Greece Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute administer and distribute the PwC Greece Settlement.

25. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

26. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

TABLE 1**Decline in Inflation Per Share of Aegean Common Stock**

Date Range		Common Stock
Start Date	End Date	
2/27/2014	12/13/2016	98.37%
12/14/2016	2/20/2018	98.13%
2/21/2018	2/21/2018	97.04%
2/22/2018	6/4/2018	96.79%
6/5/2018	11/4/2018	86.95%
11/5/2018	11/6/2018	81.81%
11/7/2018	Thereafter	0.00%

TABLE 2**Aegean Common Stock Price and Average Closing Price**

Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$0.12	\$0.12	12/21/2018	\$0.03	\$0.05
11/8/2018	\$0.10	\$0.11	12/24/2018	\$0.03	\$0.05
11/9/2018	\$0.10	\$0.10	12/26/2018	\$0.03	\$0.05
11/12/2018	\$0.07	\$0.10	12/27/2018	\$0.03	\$0.05
11/13/2018	\$0.06	\$0.09	12/28/2018	\$0.03	\$0.05
11/14/2018	\$0.06	\$0.08	12/31/2018	\$0.03	\$0.05
11/15/2018	\$0.05	\$0.08	1/2/2019	\$0.03	\$0.05
11/16/2018	\$0.04	\$0.07	1/3/2019	\$0.03	\$0.04
11/19/2018	\$0.05	\$0.07	1/4/2019	\$0.03	\$0.04
11/20/2018	\$0.07	\$0.07	1/7/2019	\$0.03	\$0.04
11/21/2018	\$0.05	\$0.07	1/8/2019	\$0.03	\$0.04
11/23/2018	\$0.05	\$0.07	1/9/2019	\$0.03	\$0.04
11/26/2018	\$0.04	\$0.07	1/10/2019	\$0.03	\$0.04
11/27/2018	\$0.04	\$0.06	1/11/2019	\$0.03	\$0.04
11/28/2018	\$0.04	\$0.06	1/14/2019	\$0.03	\$0.04
11/29/2018	\$0.04	\$0.06	1/15/2019	\$0.03	\$0.04
11/30/2018	\$0.04	\$0.06	1/16/2019	\$0.03	\$0.04
12/3/2018	\$0.04	\$0.06	1/17/2019	\$0.03	\$0.04
12/4/2018	\$0.04	\$0.06	1/18/2019	\$0.03	\$0.04
12/6/2018	\$0.05	\$0.06	1/22/2019	\$0.03	\$0.04
12/7/2018	\$0.04	\$0.06	1/23/2019	\$0.03	\$0.04
12/10/2018	\$0.03	\$0.06	1/24/2019	\$0.03	\$0.04
12/11/2018	\$0.03	\$0.05	1/25/2019	\$0.03	\$0.04
12/12/2018	\$0.03	\$0.05	1/28/2019	\$0.03	\$0.04
12/13/2018	\$0.03	\$0.05	1/29/2019	\$0.03	\$0.04
12/14/2018	\$0.03	\$0.05	1/30/2019	\$0.03	\$0.04
12/17/2018	\$0.03	\$0.05	1/31/2019	\$0.03	\$0.04
12/18/2018	\$0.03	\$0.05	2/1/2019	\$0.03	\$0.04
12/19/2018	\$0.03	\$0.05	2/4/2019	\$0.03	\$0.04
12/20/2018	\$0.03	\$0.05			

TABLE 3**Inflation of Aegean Notes Per \$100 Par**

Date Range		4.00% Note	4.25% Note
Start Date	End Date		
2/27/2014	2/20/2018	\$88.12	\$91.85
2/21/2018	6/4/2018	\$87.82	\$90.72
6/5/2018	11/6/2018	\$77.79	\$74.15
11/7/2018	Thereafter	\$0.00	\$0.00

TABLE 4
Aegean 4.00% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$17.20	\$17.20	12/21/2018	\$23.24	\$17.65
11/8/2018	\$26.59	\$21.89	12/24/2018	\$24.30	\$17.86
11/9/2018	\$18.50	\$20.76	12/26/2018	\$24.28	\$18.05
11/12/2018	\$20.43	\$20.68	12/27/2018	\$24.25	\$18.23
11/13/2018	\$19.52	\$20.45	12/28/2018	\$23.15	\$18.37
11/14/2018	\$19.52	\$20.29	12/31/2018	\$24.18	\$18.53
11/15/2018	\$17.29	\$19.86	1/2/2019	\$24.16	\$18.69
11/16/2018	\$17.05	\$19.51	1/3/2019	\$24.18	\$18.83
11/19/2018	\$18.25	\$19.37	1/4/2019	\$23.03	\$18.94
11/20/2018	\$16.24	\$19.06	1/7/2019	\$23.67	\$19.06
11/21/2018	\$14.66	\$18.66	1/8/2019	\$23.65	\$19.17
11/23/2018	\$14.13	\$18.28	1/9/2019	\$23.71	\$19.28
11/26/2018	\$13.90	\$17.94	1/10/2019	\$23.94	\$19.39
11/27/2018	\$14.06	\$17.67	1/11/2019	\$23.92	\$19.49
11/28/2018	\$12.70	\$17.34	1/14/2019	\$23.94	\$19.59
11/29/2018	\$14.28	\$17.14	1/15/2019	\$23.16	\$19.67
11/30/2018	\$14.35	\$16.98	1/16/2019	\$23.25	\$19.74
12/3/2018	\$14.34	\$16.83	1/17/2019	\$23.25	\$19.81
12/4/2018	\$14.30	\$16.70	1/18/2019	\$24.22	\$19.90
12/6/2018	\$14.16	\$16.57	1/22/2019	\$24.37	\$19.99
12/7/2018	\$14.17	\$16.46	1/23/2019	\$25.08	\$20.09
12/10/2018	\$14.11	\$16.35	1/24/2019	\$25.80	\$20.20
12/11/2018	\$14.41	\$16.27	1/25/2019	\$25.74	\$20.31
12/12/2018	\$14.71	\$16.20	1/28/2019	\$25.23	\$20.40
12/13/2018	\$21.00	\$16.39	1/29/2019	\$25.23	\$20.49
12/14/2018	\$21.04	\$16.57	1/30/2019	\$25.49	\$20.58
12/17/2018	\$22.68	\$16.80	1/31/2019	\$25.56	\$20.66
12/18/2018	\$22.95	\$17.02	2/1/2019	\$25.65	\$20.75
12/19/2018	\$24.09	\$17.26	2/4/2019	\$25.68	\$20.83
12/20/2018	\$23.25	\$17.46			

TABLE 5

**Aegean 4.25% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price**

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$15.54	\$15.54	12/21/2018	\$23.58	\$16.16
11/8/2018	\$18.30	\$16.92	12/24/2018	\$23.58	\$16.39
11/9/2018	\$18.23	\$17.36	12/26/2018	\$23.58	\$16.61
11/12/2018	\$18.22	\$17.57	12/27/2018	\$23.60	\$16.81
11/13/2018	\$17.72	\$17.60	12/28/2018	\$23.59	\$17.01
11/14/2018	\$17.09	\$17.52	12/31/2018	\$23.60	\$17.19
11/15/2018	\$15.07	\$17.17	1/2/2019	\$23.61	\$17.36
11/16/2018	\$12.48	\$16.58	1/3/2019	\$23.60	\$17.53
11/19/2018	\$12.45	\$16.12	1/4/2019	\$23.61	\$17.68
11/20/2018	\$12.41	\$15.75	1/7/2019	\$22.16	\$17.79
11/21/2018	\$12.28	\$15.44	1/8/2019	\$22.09	\$17.90
11/23/2018	\$12.17	\$15.16	1/9/2019	\$22.32	\$18.00
11/26/2018	\$12.17	\$14.93	1/10/2019	\$23.34	\$18.13
11/27/2018	\$12.13	\$14.73	1/11/2019	\$23.29	\$18.25
11/28/2018	\$12.28	\$14.57	1/14/2019	\$23.44	\$18.36
11/29/2018	\$12.25	\$14.42	1/15/2019	\$23.38	\$18.47
11/30/2018	\$12.52	\$14.31	1/16/2019	\$23.38	\$18.57
12/3/2018	\$13.11	\$14.24	1/17/2019	\$23.38	\$18.67
12/4/2018	\$13.21	\$14.19	1/18/2019	\$25.44	\$18.81
12/6/2018	\$13.54	\$14.16	1/22/2019	\$25.09	\$18.94
12/7/2018	\$13.79	\$14.14	1/23/2019	\$25.64	\$19.07
12/10/2018	\$13.71	\$14.12	1/24/2019	\$25.41	\$19.19
12/11/2018	\$17.51	\$14.27	1/25/2019	\$25.20	\$19.30
12/12/2018	\$17.51	\$14.40	1/28/2019	\$25.20	\$19.41
12/13/2018	\$19.67	\$14.61	1/29/2019	\$25.52	\$19.53
12/14/2018	\$19.73	\$14.81	1/30/2019	\$25.06	\$19.62
12/17/2018	\$21.98	\$15.08	1/31/2019	\$25.32	\$19.72
12/18/2018	\$23.16	\$15.37	2/1/2019	\$25.53	\$19.82
12/19/2018	\$23.52	\$15.65	2/4/2019	\$25.44	\$19.92
12/20/2018	\$23.54	\$15.91			

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF
COURT REGARDING THIS NOTICE.**

Dated: _____, 2022

By Order of the Clerk of Court
United States District Court
for the Southern District of New York

Exhibit A-2

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

c/o A.B. Data, Ltd.

P.O. Box 173002

Milwaukee, WI 53217

Toll-Free Number: 1-877-888-9760

Settlement Website: www.aegeansecuritieslitigation.com

Email: info@aegeansecuritieslitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund in connection with two Partial Settlements in the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-Civ-4993-NRB (S.D.N.Y.) (the “Action”), pending in the United States District Court for the Southern District of New York (the “Court”), you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form (“Claim Form” or “Claim”) and mail it by First-Class Mail to the above address, **postmarked no later than _____, 2022.**

Failure to submit your Claim Form by the date specified will subject your Claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Settling Parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

(Please read Part II. General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner’s Name

Co-Beneficial Owner’s Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City State Zip Code

--	--	--

Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (day)

Telephone Number (evening)

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Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this Claim.)

Account Number (account(s) through which the Securities were traded)¹

Claimant Account Type (check appropriate box):

- | | | |
|---|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ | (please specify) |

¹ If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity, you may write “multiple.” Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, *i.e.*, when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (the "Notice") that accompanies this Claim Form, including the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation set forth in the Notice. The Notice describes the proposed Partial Settlements, how Settlement Class Members are affected by the Partial Settlements and the manner in which the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be distributed if the Partial Settlements and the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all Persons who purchased or otherwise acquired (a) Aegean Marine Petroleum, Inc. ("Aegean") common stock (Tickers: ANW, ANWWQ) (CINS: Y0017S102) ("Common Stock"); (b) Aegean Notes ("Notes"): Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (CUSIP: EJ8900817, ISIN: USY0020QAA95) and/or Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018), ISIN: US00773VAB27); and/or (c) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively, "Aegean Securities") during the period between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby ("Settlement Class"). Any Person who falls within the definition of the Settlement Class is referred to as a "Settlement Class Member."

3. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants"); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in the Notice.

4. If you are not a Settlement Class Member, do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action related to the PwC Greece Released Parties and/or the Deloitte Greece Released Parties WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Settlement Class. Thus, if you are a Settlement Class Member and do not request exclusion from the Settlement Class, the Final Judgment with Prejudice Regarding PwC Greece will release, and enjoin the filing or continued prosecution of, the PwC Greece Released Claims against PwC Greece, the Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP and the other PwC Greece Released Parties. And, if you are a Settlement Class Member and do not request exclusion from the Class, the Final Judgment with Prejudice Regarding Deloitte Greece will release, and enjoin the filing or continued prosecution of, the Deloitte Released Claims against Deloitte Greece, the Dismissed Defendants Deloitte Touche Tohmatsu Limited and, Deloitte & Touche LLP, and the other Deloitte Released Parties.

6. You may be eligible to participate in the distribution of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund as described herein only if you are a member of the Settlement Class and if you complete and return this Claim Form as specified herein. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your Claim may be rejected, and you may be precluded from receiving any distribution from the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Partial Settlements. The distribution of the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be governed by the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) in and holdings of Aegean Securities. On the Schedule of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Aegean Securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your Claim.

9. Please note: To be eligible to receive a distribution under the Deloitte Greece Plan of Allocation, you must be a Settlement Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period. To be eligible to receive a distribution under the PwC Greece Plan of Allocation, you must be a Settlement

Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between May 17, 2017 and November 5, 2018.²

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of Aegean Securities set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Settling Parties and the Claims Administrator do not independently have information about your investments in Aegean Securities. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

11. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claim Forms may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Aegean Securities made on behalf of a single beneficial owner.

12. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or Taxpayer Identification Number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Aegean Securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Aegean Securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your Claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves either or both the Partial Settlements, all payments to eligible Authorized Claimants pursuant to the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation (or such other plan of allocation as the Court approves at a later time) will be made after the completion of all Claims processing. This could take substantial time. Please be patient.

17. **PLEASE NOTE:** As set forth in the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, A.B. Data, Ltd., by email at info@aegeansecuritieslitigation.com, or by toll-free phone at 1-877-888-9760, or you may download the documents from the Settlement website, www.aegeansecuritieslitigation.com.

² Any transactions in the Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

19. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.aegeansecuritieslitigation.com, or you may email the Claims Administrator's electronic filing department at info@aegeansecuritieslitigation.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your Claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@aegeansecuritieslitigation.com to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-877-888-9760.

PART III – SCHEDULE OF TRANSACTIONS IN AEGEAN SECURITIES

Complete this Part III if, and only if, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than the following Aegean Securities: (i) Aegean Common Stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”) (CUSIP: EJ8900817); (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”) (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)); and/or (iv) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively referred to as the “Aegean Securities”) within the Settlement Class Period.

SCHEDULE OF TRANSACTIONS IN AEGEAN COMMON STOCK

1. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 26, 2014 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”			
			[]
2. PURCHASES/ACQUISITIONS OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean common stock (Tickers: ANW, ANWWQ) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)			
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
3. SALES OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of Aegean common stock (Tickers: ANW, ANWWQ) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)			
IF NONE, CHECK HERE: <input type="checkbox"/>			
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
4. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 4, 2019 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”			
			[]

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.00% NOTES

5. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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6. PURCHASES/ACQUISITIONS OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.00% Notes (CUSIP: EJ8900817)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

7. SALES OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

8. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.25% NOTES

9. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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10. PURCHASES/ACQUISITIONS OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

11. SALES OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Notes Sold	Sale Price Per Note	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

12. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN CALL OPTIONS

13. HOLDINGS OF CALL OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Call Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Year)		Number of Call Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
14. PURCHASES/ACQUISITIONS OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Purchased/Acquired	Purchase Acquisition Price Per Call Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
15. SALES OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every sale/disposition (including free deliveries) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Sale (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract		Insert an “E” if Exercised Insert an “X” if Expired	Total Sale Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
16. ENDING HOLDINGS OF AEGEAN CALL OPTION CONTRACTS – Separately list each Aegean Call Option held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract		Expiration Date of Call Option Contract (Month/Day/Year)		Number of Call Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

SCHEDULE OF TRANSACTIONS IN AEGEAN PUT OPTIONS

17. HOLDINGS OF PUT OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Put Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
B. SALES (WRITING) OF AEGEAN PUT OPTIONS – Separately list each and every sale (writing) (including free deliveries) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Sale (Writing) (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an “A” if Assigned Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
C. PURCHASES/ACQUISITIONS OF AEGEAN PUT OPTIONS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of any Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Purchased/Acquired	Purchase/Acquisition Price Per Put Option Contract		Insert an “A” if Assigned Insert an “X” if Expired	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
D. ENDING HOLDINGS – Separately list all positions Aegean Put Option contracts that you had a short position in as of the close of trading on February 4, 2019, in which you had an open interest as of the expiration date. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract		Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

PART VI – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE **XX** OF THIS CLAIM FORM.

I (we) hereby acknowledge that, as of the Effective Date of the PwC Greece Partial Settlement, pursuant to the terms set forth in the PwC Greece Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment with Prejudice Regarding PwC Greece shall have, fully, finally and forever released, relinquished and discharged all PwC Released Claims (as defined in the PwC Greece Stipulation and in the Notice) against PwC Greece, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP and the other PwC Released Parties (as defined in the PwC Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the PwC Released Parties with respect to any such PwC Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any PwC Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the PwC Released Parties.

I (we) hereby acknowledge that, as of the Effective Date of the Deloitte Greece Partial Settlement, pursuant to the terms set forth in the Deloitte Greece Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment with Prejudice Regarding Deloitte Greece shall have, fully, finally and forever released, relinquished and discharged all Deloitte Released Claims (as defined in the Deloitte Greece Stipulation and in the Notice) against Deloitte Greece, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP and the other Deloitte Released Parties (as defined in the Deloitte Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Deloitte Released Parties with respect to any such Deloitte Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Deloitte Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Deloitte Released Parties.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice and in paragraph 2 on page 3 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Notice and in paragraph 3 on page 3 of this Claim Form;
3. that I (we) own(ed) Aegean Securities and have not assigned the claim against either of the Settling Defendants, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP, or the other PwC Released Parties or the Deloitte Released Parties to another or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of Aegean Securities and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;
6. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;
7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the Claim made by this Claim Form;
8. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

9. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she or it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant Date

Print your name here

Signature of joint Claimant, if any Date

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant Date

Print your name here

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see paragraph 13 on page 4 of this Claim Form.)

REMINDER CHECKLIST:

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation, as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your Claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-877-888-9760.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If **you** have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@aegeansecuritieslitigation.com, toll-free at 1-877-888-9760, or visit www.aegeansecuritieslitigation.com.

Please DO NOT call the Settling Defendants or any of the other Defendants or their counsel with questions regarding your Claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN _____, 2022, ADDRESSED AS FOLLOWS:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted if a postmark date on or before _____, 2022 is indicated on the envelope and it is mailed First-Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

COURT-APPROVED NOTICE REGARDING
In re Aegean Marine Petroleum Network, Inc. Securities Litigation

Exhibit A-3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald

SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND

TO: All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. ("Aegean") securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby.

The securities subject to these proposed Partial Settlements consist of: (a) the common stock of Aegean (Tickers: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker "ANW"); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018, issued 10/23/2013 (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021, issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively, "Aegean Securities").

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY TWO PROPOSED PARTIAL SETTLEMENTS OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

PLEASE DO NOT CONTACT THE COURT, ANY DEFENDANT, OR THEIR COUNSEL, REGARDING THIS NOTICE.

ALL QUESTIONS ABOUT THIS NOTICE, THE PROPOSED PARTIAL SETTLEMENTS, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE PROPOSED PARTIAL SETTLEMENTS SHOULD BE DIRECTED TO LEAD COUNSEL OR THE CLAIMS ADMINISTRATOR, WHOSE CONTACT INFORMATION IS PROVIDED BELOW. ADDITIONAL INFORMATION ABOUT THE PARTIAL SETTLEMENTS IS AVAILABLE ON THE SETTLEMENT WEBSITE: www.aegeansecuritieslitigation.com.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that a Settlement Class in the above-captioned litigation (the "Action") has been preliminarily certified for the purposes of these proposed Partial Settlements only.

YOU ARE ALSO NOTIFIED that Utah Retirement Systems ("Lead Plaintiff"), on behalf of itself and the proposed Settlement Class, has reached two proposed Partial Settlements (one with PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") for \$14.9 million in cash and one with Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") for \$14.9 million in cash) that will, among other things, resolve all claims

against PwC Greece and Deloitte Greece (the “Settling Defendants”) in the Action (the “Partial Settlements”) if approved.

A hearing (the “Final Approval Hearing”) will be held before the Honorable Naomi Reice Buchwald, United States District Judge for the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21-A, New York, New York, 10007 on **[TO BE INSERTED]**, to, among other things, determine whether: (i) the proposed Partial Settlements should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against PwC Greece, final judgment should be entered as to the claims against PwC Greece and the PwC Greece Released Claims should be released as against the PwC Greece Released Parties, as set forth in the PwC Greece Stipulation and Agreement of Partial Settlement; (iii) the proposed PwC Greece Plan of Allocation for distribution of the PwC Greece Settlement Fund and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “PwC Greece Net Settlement Fund”) should be approved as fair and reasonable; (iv) the Action should be dismissed with prejudice against Deloitte Greece, final judgment should be entered as to the claims against Deloitte Greece and the Deloitte Greece Released Claims should be released as against the Deloitte Greece Released Parties, as set forth in the Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A.; (v) the proposed Deloitte Greece Plan of Allocation for distribution of the Deloitte Greece Settlement Fund and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “Deloitte Greece Net Settlement Fund”) should be approved as fair and reasonable; (vi) whether Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses should be approved by the Court; and (vii) whether Lead Counsel’s application for the establishment of a Litigation Expense Fund should be approved by the Court. The Court may change the date of the Final Approval Hearing without providing another notice. You do NOT need to attend the Final Approval Hearing in order to receive a distribution from the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED PARTIAL SETTLEMENTS AND YOU MAY BE ENTITLED TO SHARE IN THE PWC GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN MAY 17, 2017 AND NOVEMBER 5, 2018 AND/OR THE DELOITTE GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN FEBRUARY 27, 2014 AND NOVEMBER 5, 2018. If you have not yet received the printed (a) Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (“Notice”), or (b) the Proof of Claim and Release form (“Claim Form”), you can obtain a copy of those documents on the settlement website www.aegeansecuritieslitigation.com, or by contacting the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
 Claims Administrator
 c/o A.B. Data, Ltd.
 P.O. Box 173002
 Milwaukee, WI 53217

Please refer to the settlement website for more detailed information and to review the documents pertaining to the Proposed Partial Settlements. Inquiries may also be made to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

The PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any cost and expense reimbursement awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation.

If you are a potential Settlement Class Member, but wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice, which can also be found on the settlement website, *postmarked no later than* [TO BE INSERTED]. If you are a potential Settlement Class Member and do not timely exclude yourself from the Settlement Class, you will be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund must be submitted to the Court in accordance with the instructions set forth in the Notice, *received no later than* [TO BE INSERTED], and filed with the Court *no later than* [TO BE INSERTED].

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
District Judge, United States District Court for the Southern District
of New York

Exhibit 2

CONFIDENTIAL SETTLEMENT MATERIALS
SUBJECT TO FED. R. EVID. 408

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

) Case No. 1:18-CV-04993 (NRB)
)
)
) Hon. Naomi Reice Buchwald
)
)
)
)
)
)
)

STIPULATION AND AGREEMENT OF PARTIAL SETTLEMENT

CONFIDENTIAL SETTLEMENT MATERIALS
SUBJECT TO FED. R. EVID. 408

This Stipulation and Agreement of Partial Settlement (the “Stipulation” or the “Partial Settlement”) is made and entered into by and among: (a) Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff” or “URS”) (on behalf of itself and each of the Settlement Class Members¹), by and through its counsel of record; and (b) Defendant PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece” or “Settling Defendant”), by and through its counsel of record. This Partial Settlement is intended to fully, finally and forever resolve, discharge and settle the Released Claims, as against the Released Parties, subject to the approval of the Court and the terms and conditions set forth in this Stipulation. This Partial Settlement does not compromise, resolve, discharge or settle any of the claims pending against the Non-Settling Defendants.

WHEREAS:

A. This federal securities fraud class action commenced on June 5, 2018 with the filing of the initial complaint, styled as *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.)

B. By Order dated October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

C. On February 1, 2019, URS filed its Consolidated Class Action Complaint (the “Complaint”) alleging violations of the federal securities laws against certain officers and directors of Aegean Marine Petroleum Network, Inc. (“Aegean”), a now defunct oil bunkering company, PwC Greece, PricewaterhouseCoopers International Limited (“PwCIL”), PricewaterhouseCoopers LLP (“PwC US”), Deloitte Certified Public Accountants, S.A. (“Deloitte

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in ¶ 1, *infra* (Definitions).

CONFIDENTIAL SETTLEMENT MATERIALS
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Greece”), Deloitte Touche Tohmatsu Limited (“DTTL”), and Deloitte & Touche LLP (“Deloitte US”). (ECF No. 81.)

D. On March 6, 2020, PwC Greece filed a joint motion to dismiss the Complaint along with one co-Defendant, Deloitte Greece. (ECF No. 187-188.) Lead Plaintiff opposed the joint motion on June 30, 2020 (ECF No. 240), PwC Greece and Deloitte Greece filed their reply on August 20, 2020 (ECF No. 272) and a hearing was held on March 9, 2021. On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece’s joint motion to dismiss. (ECF No. 293.)²

E. Following the Court’s hearing on the motion to dismiss and the Court’s denial of the joint motion to dismiss, counsel for Lead Plaintiff and PwC Greece’s Counsel began good-faith negotiations with an eye toward reaching a potential settlement.

F. On August 26, 2021, following numerous rounds of negotiations, Lead Counsel and PwC Greece’s Counsel reached an agreement in principle to settle all claims asserted by Lead Plaintiff in this this Action against PwC Greece.

G. PwC Greece has denied, and continues to deny, that it committed any act or omission giving rise to any liability or violation of law. Specifically, PwC Greece has expressly denied, and continues to deny, each and every claim alleged by Lead Plaintiff in the Action against it, along with all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. PwC Greece also has denied, and continues to deny, among other allegations, that Lead Plaintiff or the

² In the same order, the Court granted motions to dismiss for several defendants, including PwCIL and PwC US, but denied Defendant Spyros Gianniotis’ motion to dismiss and denied in part and granted in part the motion to dismiss filed by Defendant Dimitris Melissanidis. (ECF No. 293.)

CONFIDENTIAL SETTLEMENT MATERIALS
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Settlement Class suffered any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action or that could have been alleged in the Action. PwC Greece has asserted, and continues to assert, that its conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believes that the evidence supports its position that it acted properly at all times and that the Action is without merit. In addition, PwC Greece maintains that it has meritorious defenses to all claims alleged in the Action or that could have been alleged in the Action.

H. As set forth herein, nothing in this Stipulation or any other aspect of this Stipulation shall be construed or deemed to be evidence of an admission or concession on the part of PwC Greece, PwC US, PwCIL or any other independent member firms of PwCIL (collectively, the “PwC Network”), with respect to any claim or of any fault, liability, wrongdoing or damage whatsoever, or any infirmity in the defenses that PwC Greece, PwC US or PwCIL has or could have asserted.

I. PwC Greece is entering into this Stipulation solely to eliminate the burden and expense of further litigation. PwC Greece has determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Stipulation.

J. Lead Plaintiff and its counsel believe that the claims asserted in the Action against PwC Greece have merit and that the evidence developed to date supports its claims. However, Lead Plaintiff and its counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against PwC Greece through trial and through appeals.

CONFIDENTIAL SETTLEMENT MATERIALS
SUBJECT TO FED. R. EVID. 408

K. Lead Plaintiff believes that the investigation it has undertaken, together with its analysis of the potential outcome of this litigation, provides an adequate and satisfactory basis for the Partial Settlement upon the terms herein. Lead Plaintiff and its counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, which involves discovery overseas, as well as the difficulties and delays inherent in such litigation. Lead Plaintiff and its counsel are also mindful of the inherent problems of proof under, and possible defenses to, the securities law violations asserted in the Action against PwC Greece.

L. Based on their evaluation, Lead Plaintiff and its counsel believe that the Partial Settlement set forth in this Settlement confers substantial benefits upon the Settlement Class and have concluded that the terms and conditions of this Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Settlement Class and in their best interests.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff (for itself and the Settlement Class Members) and PwC Greece, by and through their counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Action and the Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice as to PwC Greece, with a final judgment entered as to the claims against PwC Greece, PwCIL and PwC US, upon and subject to the terms and conditions of this Stipulation, as follows.

1. Definitions

As used in this Stipulation the following terms have the meanings specified below:

1.1. “Aegean Bankruptcy” means the Chapter 11 case commenced on November 6, 2018, in the Southern District of New York, Case No. 18-13374 (MEW), including all of the

CONFIDENTIAL SETTLEMENT MATERIALS
SUBJECT TO FED. R. EVID. 408

adversary proceedings filed in connection with that case, all orders entered in connection with that case including, but not limited to, the operative disclosure statement and confirmed joint plan of reorganization of Aegean and its jointly administered debtor affiliates.

1.2. “Action” means the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB).

1.3. “Alternative Judgment” means a form of order and final judgment that may be entered by the Court herein in a form other than the form of Order and Final Judgment provided for in this Stipulation.

1.4. “Authorized Claimant” means any Settlement Class Member who has submitted a timely and valid Proof of Claim and Release to the Claims Administrator and is entitled to a distribution from the PwC Greece Net Settlement Fund pursuant to any Plan of Allocation, as ordered by the Court.

1.5. “Claims Administrator” means the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential Settlement Class Members and to administer the Settlement.

1.6. “Complaint” means the Consolidated Class Action Complaint filed in this Action on February 1, 2019. (ECF No. 81.)

1.7. “Court” means the United States District Court for the Southern District of New York.

1.8. “Defendants” means the Settling Defendant and the Non-Settling Defendants.

1.9. “Dismissed Defendants” means E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, Deloitte Touche Tohmatsu Limited,

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Deloitte & Touche LLP, PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP.

1.10. “Effective Date,” or the date upon which this Partial Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶ 14.1 of the Stipulation have been met and have occurred.

1.11. “Escrow Account” means an escrow account maintained by the Escrow Agent into which the Settlement Amount shall be deposited

1.12. “Escrow Agent” means Western Alliance Bank.

1.13. “Final” when referring to an order or judgment means the expiration of any time for appeal or review of the Order and Final Judgment or, if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired; or, in the event that the Court enters an Alternative Judgment and none of the parties hereto elect to terminate this Partial Settlement, the date that such Alternative Judgment is no longer subject to appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise has expired.

1.14. “Final Approval Hearing” means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Partial Settlement.

1.15. “Lead Counsel” means Berman Tabacco.

1.16. “Lead Plaintiff” means Utah Retirement Systems.

1.17. “Litigation Expenses” means the reasonable costs and expenses incurred in connection with commencing, prosecuting and settling the Action against PwC Greece (which may

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include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for reimbursement from the PwC Greece Settlement Fund.

1.18. “Litigation Trustee” means Peter Kravitz or his successor(s), if any, who is the Trustee of the Aegean Litigation Trust established by the confirmed Plan of Reorganization in the jointly administered Aegean Bankruptcy.

1.19. “PwC Greece Net Settlement Fund” means the PwC Greece Settlement Fund less: (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys’ fees awarded by the Court; and (e) other costs, expenses or amounts as may be approved by the Court.

1.20. “Non-Settling Defendants” means Dimitris Melissanidis, Spyros Gianniotis and Deloitte Certified Public Accountants, S.A., as well as any other defendants that may be later brought into the case, but excludes all Released Parties.

1.21. “Notice” means the Notice of Pendency of Class Action and Proposed Partial Settlement, Final Approval Hearing And The Application For The Establishment of A Litigation Expense Fund(substantially in the form attached hereto as Exhibit A-1), which is to be sent to the Settlement Class Members.

1.22. “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in connection with (a) providing notice to the Settlement Class; and (b) administering the Claims process.

1.23. “Order and Final Judgment” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of this Partial Settlement, substantially in the form of Exhibit B attached hereto.

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1.24. “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof and any business or legal entity and their spouses, heirs, predecessors, successors, representatives or assignees.

1.25. “PwC Greece Plan of Allocation” as further defined in the Notice, means the proposed plan of allocation of the PwC Greece Net Settlement Fund set forth in the Notice, or such other plan of allocation as the Court shall approve, whereby the PwC Greece Net Settlement Fund shall be distributed to Authorized Claimants.

1.26. “Preliminary Approval Order” means the order (substantially in the form attached hereto as Exhibit A) to be entered by the Court preliminarily approving the Partial Settlement and directing that Notice be provided to the Settlement Class.

1.27. “Proof of Claim and Release” means the Proof of Claim and Release form for submitting a claim, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

1.28. “PwC Greece’s Counsel” means Wilmer Cutler Pickering Hale and Dorr LLP.

1.29. “Regulatory or Governmental Agency” or “Regulatory or Governmental Agencies” means any local, state, provincial, regional or national regulatory, governmental or quasi-governmental agency or body that was authorized, is authorized or will be authorized to enforce laws and regulations concerning the allegations at issue in this Action, including, but not limited to, U.S. authorities (including, without limitation, the U.S. Department of Justice, the Public Company Accounting Oversight Board (“PCAOB”), the U.S. Securities and Exchange Commission (“SEC”) and the New York State Department of Financial Services), and any non-

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U.S. authority (including, without limitation, the Hellenic Capital Market Commission and the Bank of Greece, the courts of the Hellenic Republic, the courts of the Republic of the Marshall Islands, the courts of the Republic of Cyprus and the court of Luxembourg, and their predecessors or successors).

1.30. “Released Claims” means any and all claims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, losses, remedies, fees, expenses, costs, accountings, obligations, judgments and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or foreign law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against PwC Greece, PwCIL or PwC US, or that could or might have been asserted against PwC Greece, PwCIL, PwC US or any other PwC Network firm in any federal, state, common, arbitral, administrative or foreign court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint, including but not limited to, any audits or reviews of Aegean financial statements by PwC Greece or any services of any kind provided to Aegean by PwC Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Released Claims” do not include: (a) claims to enforce the Partial Settlement; (b) claims against any Non-Settling

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Defendants or Dismissed Defendants other than PwCIL and PwC US; and (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

1.31. “Released Party” or “Released Parties” means PwC Greece, PwCIL, PwC US and all other PwC Network firms, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities; and each and all of the foregoing entities’ respective past, present and future directors, officers, boards and board members, employees, partners (in the broadest concept of that term), principals, representatives, alleged partners, associates, owned and controlled entities and persons, stockholders, members and owners, attorneys (including PwC Greece’s Counsel, and counsel for PwCIL and PwC US), advisors, contractors, consultants, trustees, insurers, co-insurers, reinsurers, agents, heirs, executors, estates, administrators, fiduciaries, successors, assignors and assigns.

1.32. “Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the Released Party or Released Parties, except for claims relating to the enforcement of the Partial Settlement, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

1.33. “Settlement” or “Partial Settlement” means the resolution of the Action as it pertains to PwC Greece in accordance with the terms and provisions of this Stipulation.

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1.34. “Settlement Amount” means \$14.9 million in cash to be paid by check or wire transfer to the Escrow Agent pursuant to ¶ 4.2 of this Stipulation.

1.35. “Settlement Class” or “Class” means all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

1.36. “Settlement Class Member” or “Member of the Settlement Class” means a Person who falls within the definition of the Settlement Class as set forth in ¶ 1.35 above.

1.37. “Settlement Class Period” means the period from February 27, 2014 through November 5, 2018, inclusive.

1.38. “PwC Greece Settlement Fund” means the Settlement Amount plus all interest and accretions thereto.

1.39. “Settling Defendant” or “PwC Greece” means Defendant PricewaterhouseCoopers Auditing Company S.A.

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1.40. “Settling Parties” means, collectively, (a) PwC Greece; and (b) Lead Plaintiff, on behalf of itself and the Settlement Class.

1.41. “Summary Notice” means the Summary Notice (substantially in the form attached hereto as Exhibit A-3) to be published as set forth in the Preliminary Approval Order.

1.42. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state and federal taxes.

1.43. “Unknown Claims” means any and all Released Claims or Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Released Parties does not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected his, her, or its settlement with and release of the Released Parties, the Settlement Class Members or the Settling Parties, or might have affected his, her or its decision(s) with respect to the Settlement, the Released Claims or the Released Parties’ Claims, including his, her or its decision to object or not object to this Settlement. With respect to any and all Released Claims and the Released Parties’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Partial Settlement, Lead Plaintiff and PwC Greece shall expressly waive, and each of the other Settlement Class Members and the Released Parties shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or

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territory of the United States or any other jurisdiction, or principle of common law or foreign law, which is similar, comparable or equivalent to California Civil Code § 1542, 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.

The Settling Parties and Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims and Released Parties' Claims, but the Settling Parties and Released Parties expressly, fully, finally and forever settle and release, and each Releasing Party, Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Order and Final Judgment, shall have settled and released, fully, finally and forever, any and all Released Claims and Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and PwC Greece acknowledge, and each of the other Settlement Class Members and Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement.

2. Certification of Settlement Class

2.1. The Settling Parties hereby stipulate to the certification of the Settlement Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for the purpose of effectuating this Stipulation and the Partial Settlement set forth herein. For purposes of this Stipulation and Partial Settlement only, the Settling Parties stipulate to (a) the certification, for settlement purposes only, of a Settlement Class (as defined in ¶ 1.35 herein), pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure; (b) the appointment of Lead Plaintiff as

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the class representative for the Settlement Class; and (c) the appointment of Lead Counsel as counsel to the Settlement Class.

2.2. If the Stipulation is not approved by the Court or terminated pursuant to its terms or if the Effective Date does not occur for any reason, the certification of the Settlement Class shall be automatically vacated, and PwC Greece shall retain all rights to (a) object to and oppose class certification, or (b) challenge the standing of Lead Plaintiff or any other intervening plaintiff. This Stipulation and any motion or other papers filed in support of its approval shall not be offered as evidence of any agreement, admission or concession that any class should be or remain certified in the Action or that Lead Plaintiff or any other intervening plaintiff has standing or any legal right to represent any class. This provision survives termination of this Stipulation.

3. Scope and Effect of Settlement (Releases)

3.1. The obligations incurred pursuant to this Stipulation shall be in full and final disposition of the Action as against PwC Greece and any and all Released Claims (including Unknown Claims) as against all Released Parties.

3.2. The Proof of Claim and Release to be executed by Authorized Claimants shall release all Released Claims (including Unknown Claims) against all Released Parties and shall be substantially in the form attached hereto as Exhibit A-2.

3.3. Upon the Effective Date of this Partial Settlement, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim and Release, any disbursement from the PwC Greece Settlement Fund), shall be deemed to have, and by operation of the Order and Final

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Judgment shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Released Claims (including Unknown Claims) against each and all of the Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (a) any action or other proceeding, in any forum, asserting any Released Claim against any of the Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing with prejudice the claims asserted in the Action against PwCIL and PwC US. (ECF No. 293.)

3.4. Upon the Effective Date of this Partial Settlement, PwC Greece and each of the other Released Parties shall be deemed to have released, dismissed and forever discharged all Released Parties' Claims against Lead Plaintiff, plaintiff's counsel in the Action and any other Settlement Class Member.

4. The Settlement Consideration: Payment and Cooperation

4.1. In full settlement of the claims asserted in the Action against PwC Greece and in consideration of the releases set forth herein, PwC Greece shall (a) pay the Settlement Amount; and (b) provide cooperation as set forth below.

Cash Consideration

4.2. PwC Greece shall cause the Settlement Amount to be deposited into the Escrow Account on or before thirty (30) calendar days after the later of: (a) the entry of the Preliminary Approval Order, as defined in ¶ 1.26 herein, or (b) the provision to PwC Greece of all information necessary to effectuate a transfer of funds by check or wire transfer, including payment instructions

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and a signed W-9 reflecting the taxpayer identification number for the PwC Greece Settlement Fund. Any interest earned on the PwC Greece Settlement Fund pursuant to this paragraph shall be for the benefit of the Settlement Class if the Settlement becomes Final.

4.3. Other than the obligation of PwC Greece to pay or cause to be paid the Settlement Amount pursuant to ¶ 4.2 above, PwC Greece shall have no obligation to make any other cash payment into the PwC Greece Settlement Fund pursuant to this Stipulation.

4.4. In the event that this Stipulation is not approved, that this Stipulation is terminated or canceled or that the Effective Date otherwise fails to occur for any reason, the PwC Greece Settlement Fund less Notice and Administration Costs and Taxes or Tax Expenses (defined below) paid, incurred or due and owing in connection with the Partial Settlement provided for herein shall be refunded pursuant to written instructions from PwC Greece's Counsel in accordance with ¶ 14.2 herein.

Cooperation

4.5. PwC Greece shall provide reasonable cooperation in the Action, as provided for and defined below, to benefit the Settlement Class. All cooperation shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided and with a view towards minimizing unnecessary burdens and costs to PwC Greece in connection with collecting, reviewing and producing documents and data.

4.6. **Documents.** PwC Greece will provide cooperation to Lead Plaintiff by producing to Lead Counsel the following materials and information within 15 days after entry of the Order and Final Judgment as follows (the "Cooperation Materials"), which the Settling Parties acknowledge would be subject to mandatory production as part of discovery overseen by the Court in the absence of this Settlement:

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- (a) The complete and final set of audit documentation assembled for retention in connection with PwC Greece's integrated audit of the consolidated financial statements and internal control over financial reporting of Aegean for the fiscal year ended December 31, 2016, which documents have been redacted and produced to a Regulatory or Governmental Agency (the "Produced Documents"). These work papers are comprised of the Aura electronic audit file for the year ended December 31, 2016 and numerous lever-arch files with hard copy external audit files to which the Aura electronic file refers.
- (b) The Produced Documents shall be produced with the redactions made in the production to the Regulatory or Governmental Agency, which PwC Greece undertook for the sole purpose of ensuring compliance with the requirements of the European Union's General Data Protection Regulation ("GDPR") as well as Greek law or other applicable data protection rules, regulations or laws. No further redactions beyond those made in the production to the Regulatory or Governmental Agency shall be made.
- (c) While Lead Plaintiff is in no way suggesting that it agrees that the GDPR protects the redacted information, for the limited purpose of this Stipulation and Partial Settlement with PwC, Lead Plaintiff acknowledges and agrees not to object to such redactions previously made in the Produced Documents.
- (d) The Produced Documents shall be provided in their original format and include all metadata. PwC Greece will produce the documents as searchable tiff images, with all original metadata. The Settling Parties shall meet and confer to discuss the specifics of the form of production.

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- (e) For the avoidance of doubt, PwC Greece shall not be required to produce any other information, materials or documents as a condition of this Partial Settlement.
- (f) For the avoidance of doubt, PwC Greece's production of the Produced Documents, or any other Cooperation Materials, or any other documents, materials or information in this Action (including productions as a non-party), is not intended to waive, does not waive, shall not constitute a waiver, and shall not be treated as a waiver of, any rights or privileges established under Section 105 of the Sarbanes-Oxley Act of 2002.

4.7. **Authentication.** PwC Greece agrees to provide Lead Plaintiff with an affidavit, certification or other appropriate document necessary to authenticate the Cooperation Materials and establish their status as business records. PwC Greece will confer with Lead Counsel on the form and substance of the affidavit, certification or other documentation. Lead Plaintiff agrees to use its best efforts to introduce or admit the Cooperation Materials without requiring live testimony. If, notwithstanding Lead Plaintiff's best efforts, Lead Plaintiff determines that live testimony is required to authenticate the Cooperation Materials and establish them as business records, Lead Plaintiff will explain in writing why an affidavit, certification or other documentation is not sufficient to introduce or admit the documents into evidence as business records for summary judgment or trial. PwC Greece will then confer with Lead Plaintiff and provide testimony, if required, to authenticate the produced documents and establish them as business records. In any event, and regardless of any determination by Lead Plaintiff, if the Court states that it will not, or declines to, accept such written affidavit, certification or other documentation without live testimony, then PwC Greece shall make such witness available for deposition prior to summary judgment and/or trial. Any such deposition shall take place in Greece

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or via video-conferencing software such as Zoom or any other video-conferencing software agreed upon by the Settling Parties, at PwC Greece's option.

4.8. For the avoidance of doubt, neither PwC Greece nor its employees (or former employees) shall be required under the provisions of ¶ 4.7 to this Partial Settlement to provide any testimony beyond that required to authenticate the produced documents as business records.

4.9. For avoidance of doubt, nothing in this Stipulation, including the terms of cooperation set forth in this ¶ 4, shall restrict or prohibit Lead Plaintiff from serving PwC Greece with legal process for documents, electronically stored information or tangible things in PwC Greece's possession, custody or control, or to command witnesses to attend and testify at deposition pursuant to Rule 45 of the Federal Rules of Civil Procedure for the purpose of obtaining discovery from PwC Greece as a non-party to the Action.

4.10. PwC Greece acknowledges that the cooperation terms in ¶¶ 4.6 and 4.7 of this Stipulation comprise part of the consideration provided by PwC Greece under this Stipulation and further agrees that, should the Court determine that PwC Greece has affirmatively refused to comply with a reasonable request by Lead Plaintiff and Lead Counsel, properly made under the terms of this Stipulation, the Court may order PwC Greece to comply with the terms of this Stipulation and provide the information required under ¶ 4.6 of this Stipulation.

4.11. From this date through the final conclusion of the Action against all Non-Settling Defendants, including such time as after this Partial Settlement becomes Final, PwC Greece agrees to authorize its counsel at WilmerHale to accept service of process of discovery. For the avoidance of doubt, PwC Greece agrees to authorize WilmerHale to accept service of process solely for notice purposes but reserves all other rights to object to the propriety and enforceability of any document

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or testimonial subpoena, including jurisdictional, procedural and other objections based on U.S. and Greek law.

4.12. Lead Counsel agrees to use any and all of the information and documents obtained from PwC Greece only for the purpose of the Action and agrees to be bound by the terms of this Partial Settlement and the Protective Order to be entered in the Action (2021 Protective Order). For the avoidance of doubt, Lead Counsel expressly agrees that the documents, materials and/or information provided by PwC Greece, including without limitation oral presentations, may be used directly or indirectly by Lead Counsel solely in connection with the prosecution of the Action, but not used directly or indirectly by any Person for the institution or prosecution of any other action or proceeding against any Released Party or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States.

5. Contribution Bar Order

5.1. The Settling Parties shall request that the Court enter a Contribution Bar Order in the Final Order and Judgment as follows: To the fullest extent permitted by law, all Persons, including without limitation Deloitte Greece, Dimitris Melissanidis and Spyros Gianniotis, shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for contribution, indemnity or otherwise against the Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Released Claims (including Unknown Claims), whether arising under state, federal or foreign law as claims, crossclaims, counterclaims, third-party claims or otherwise, in the Court or any other federal, state or foreign court, or in any arbitration proceeding, administrative agency proceeding, tribunal or any other proceeding or

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forum. The proposed Order and Final Judgment will include a reciprocal order equal in scope to that contemplated in this ¶ 5.1 enjoining the Released Parties from bringing claims against the Non-Settling Defendants. The foregoing text (beginning with the colon) shall be referred to herein as the “Bar Order.”

5.2. Any final verdict or judgment that may be obtained by Lead Plaintiff or one or more of the other Settlement Class Members, whether individually or on behalf of a class, against one or more of the Non-Settling Defendants or other Person barred from seeking contribution pursuant to this Stipulation (a “Non-Dismissed Defendant Judgment”) shall be reduced, to the extent permitted by applicable law, by the greater of (a) the amount that corresponds to the percentage of responsibility attributed to the Released Parties under the Non-Dismissed Defendant Judgment; and (b) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to this Stipulation.

6. Use of the PwC Greece Settlement Fund

6.1. The PwC Greece Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Costs;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay attorneys’ fees and expenses of counsel for the Lead Plaintiff (the “Fee and Expense Award”), if and to the extent allowed by the Court;
- (d) to pay the time and expenses of Lead Plaintiff, if and to the extent allowed by the Court;
- (e) after the Effective Date, to distribute the PwC Greece Net Settlement Fund to Authorized Claimants as allowed by this Stipulation, or the Court; and
- (f) any other costs, expenses or amounts approved by the Court.

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In no event shall the Released Parties bear any further or additional responsibility for any such costs or expenses beyond payment of the Settlement Amount.

6.2. After (a) the Partial Settlement becomes Final; and (b) the Court approves the final settlements or other dispositions against or in favor of the Non-Settling Defendants, the PwC Greece Settlement Fund will be distributed in accordance with the PwC Greece Plan of Allocation that Lead Plaintiff will submit at the appropriate time, subject to Court approval, and subject to any award of attorneys' fees and costs by the Court.

6.3. Except as provided herein or pursuant to orders of the Court, the PwC Greece Net Settlement Fund shall remain in the Escrow Account prior to the distribution. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in instruments or accounts back by the full faith and credit of the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Insurance Corporation ("FDIC") or (b) secured by instruments backs by the full faith and credit of the United States Government. The Escrow Agent shall collect and reinvest all interest accrued thereon. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments at their then-current market rates.

6.4.

7. Use of the PwC Greece Settlement Fund

7.1. The parties hereto agree that the PwC Greece Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1. In addition, the Escrow

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Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Stipulation, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

7.2. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the PwC Greece Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶ 7.1 hereof) shall be consistent with ¶ 7.1 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the PwC Greece Settlement Fund shall be paid out of the PwC Greece Settlement Fund as provided in ¶ 7.3 hereof.

7.3. All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the PwC Greece Settlement Fund, including any Taxes or Tax detriments that may be imposed upon the Released Parties or their counsel with respect to any income earned by the PwC Greece Settlement Fund for any period during which the PwC Greece Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this ¶ 7.3 (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 7.3) (“Tax Expenses”), shall be paid out of the PwC Greece Settlement Fund.

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In all events, the Released Parties and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The PwC Greece Settlement Fund shall indemnify and hold each of the Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the PwC Greece Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). Neither the Released Parties nor their counsel are responsible for nor shall they have any liability for any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 7.3.

7.4. This is not a claims-made settlement. As of the Effective Date, PwC Greece, and/or any other Person funding the Settlement on its behalf, shall not have any right to the return of the PwC Greece Settlement Fund or any portion thereof irrespective of the number of Proof of Claim and Release forms filed, the collective amount of losses of Authorized Claimants, the percentage of recovery of losses or the amounts to be paid to Authorized Claimants from the PwC Greece Net Settlement Fund. If any portion of the PwC Greece Net Settlement Fund remains following distribution pursuant to ¶ 6.2 and is of such an amount that, in the discretion of Lead Counsel, it is not cost effective or efficient to redistribute the amount to the Settlement Class, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax

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Expenses, shall be donated to a non-profit charitable organization selected by Lead Plaintiff and approved by the Court.

7.5. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court. Prior to the Effective Date, Counsel may pay up to \$500,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$500,000, they may be paid only pursuant to further Order of the Court. In the event that the Partial Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to the Settling Defendant or to any insurer or other Person who paid any portion of the PwC Greece Settlement Fund. The finality of the Partial Settlement shall not be conditioned on any ruling by the Court concerning the PwC Greece Plan of Allocation or any award of attorneys' fees or reimbursement of litigation expenses. Any order or proceeding relating to a request for approval of the PwC Greece Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Partial Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and

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Final Judgment and the release of the Released Claims. There shall be no distribution of any of the PwC Greece Settlement Fund to any Settlement Class Member until the PwC Greece Plan of Allocation is finally approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by certiorari or otherwise, has expired.

8. Lead Counsel's Attorneys' Fees and Litigation Expenses

8.1. Lead Counsel may apply to the Court for an award from the PwC Greece Settlement Fund of attorneys' fees, plus interest. Lead Counsel also may apply to the Court for reimbursement from the PwC Greece Settlement Fund of Lead Counsel's Litigation Expenses, plus interest. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4).

8.2. Neither PwC Greece nor any of the Released Parties shall have any responsibility for, and/or liability with respect to, the attorneys' fees or Litigation Expenses that the Court may award in the Action.

8.3. The procedure for and amounts of any award of attorneys' fees and Litigation Expenses, and the allowance or disallowance by the Court thereof, shall not be a condition of the Partial Settlement. Lead Counsel shall request that its application for an award of attorneys' fees and Litigation Expenses be considered by the Court separately from the Court's consideration of the fairness and adequacy of the Partial Settlement. Any order or proceedings relating to such request, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Partial Settlement or affect the release of the Released Claims or the Released Parties' claims. The finality of the Partial Settlement shall not be conditioned on any

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ruling by the Court concerning Lead Counsel's application for attorneys' fees and Litigation Expenses.

8.4. The attorneys' fees and Litigation Expenses, as awarded by the Court, shall be paid to Lead Counsel from the Escrow Account, immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Partial Settlement or any part thereof.

8.5. Upon Final Approval of this Partial Settlement, Lead Plaintiff may, without objection from PwC Greece, but subject to prior Court approval, withdraw up to \$2 million from the Escrow Account to defray current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants ("Litigation Expense Fund").

9. Claims Administration

9.1. The Claims Administrator, subject to the supervision, direction and approval of Lead Counsel and the Court, shall administer and calculate the Proof of Claim and Release forms submitted by Settlement Class Members, oversee distribution of the PwC Greece Net Settlement Fund and perform all claims administration procedures necessary or appropriate in connection therewith. Neither PwC Greece nor any Released Party shall have any liability, obligation or responsibility for the Notice, administration or processing of claims or of the Partial Settlement or disbursement of the PwC Greece Net Settlement Fund including, without limitation, determinations as to the validity of any Proof of Claim and Release, the amounts of claims, distributions of the PwC Greece Settlement Fund or any loss incurred by the Escrow Agent or the Claims Administrator. PwC Greece shall cooperate in the administration of the Partial Settlement to the extent reasonably necessary to effectuate its terms.

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9.2. The Claims Administrator shall receive the Proof of Claim and Release forms and administer them according to a plan of allocation approved by this Court.

9.3. Lead Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim and Release to those Settlement Class Members who may be identified through reasonable effort. Lead Counsel will cause to be published the Summary Notice pursuant to the terms of the Preliminary Approval Order or whatever other form or manner might be ordered by the Court.

9.4. The future allocation of the PwC Greece Net Settlement Fund among Authorized Claimants is a matter separate and apart from the proposed Partial Settlement between the Lead Plaintiff and PwC Greece, and any decision by the Court concerning the PwC Greece Plan of Allocation shall not affect the validity or finality of the proposed Partial Settlement. The PwC Greece Plan of Allocation is not a necessary term of this Stipulation, and it is not a condition of this Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Partial Settlement based on this Court's or any appellate court's ruling with respect to the PwC Greece Plan of Allocation or any plan of allocation in this Action.

9.5. Any Class Member who does not timely submit a valid Proof of Claim and Release at the time later set by the Court will not be entitled to receive any distribution from the PwC Greece Net Settlement Fund but will nevertheless be bound by all of the terms of the Partial Settlement, including the terms of the Order and Final Judgment to be entered in the Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Released Party concerning any Released Claim.

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9.6. Lead Counsel shall be responsible for supervising the administration of the Partial Settlement and disbursement of the PwC Greece Net Settlement Fund. Neither PwC Greece nor any other Released Party shall have any liability, obligation or responsibility whatsoever for the administration of the Partial Settlement or disbursement of the PwC Greece Net Settlement Fund, nor shall PwC Greece object to the Plan of Allocation proposed by Lead Plaintiff. Neither PwC Greece nor any other Released Party shall be permitted to review, contest or object to any Proof of Claim and Release or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Proof of Claim and Release or claim for payment by a Class Member.

9.7. Lead Counsel will apply to the Court, with reasonable notice to the Settling Defendant, for a distribution order, *inter alia*: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of any Proof of Claim and Release submitted; (b) approving payment of any outstanding Notice and Administration Costs associated with the administration of the Settlement from the Escrow Account; and (c) if the conditions set forth in ¶ 6.2 above have occurred, directing payment of the PwC Greece Net Settlement Fund to Authorized Claimants.

9.8. Payment pursuant to a distribution order shall be final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the PwC Greece Net Settlement Fund, but otherwise shall be bound by all of the terms of this Stipulation and the Partial Settlement, including the terms of the Order and Final Judgment to be entered in this Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action against any and all Released Parties concerning any and all of the Released Claims.

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9.9. All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

10. Requests for Exclusion

10.1. A Settlement Class Member requesting exclusion from the Settlement Class shall be requested to provide the following information to the Claims Administrator: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the person or entity wishes to be excluded from the Settlement Class. Any request for exclusion must also be signed by the person or entity requesting exclusion. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this paragraph shall be bound by the Partial Settlement, including the releases. Lead Plaintiff shall request that the deadline for submitting requests for exclusion be 21 calendar days prior to the Final Approval Hearing.

10.2. The Claims Administrator shall scan and send electronically copies of all requests for exclusion in PDF format (or such other format as shall be agreed) to PwC Greece's Counsel and to Lead Counsel expeditiously and, in any event, not more than three (3) business days after the Claims Administrator receives such a request. As part of the motion papers in support of the Partial Settlement of the Action, Lead Counsel will cause to be provided a list of all the persons who have requested exclusion from the Settlement Class, and shall cause to be certified that all requests for exclusion received by the Claims Administrator have been copied and provided to PwC Greece's Counsel.

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11. Preliminary Approval Order and Settlement Hearing

11.1. Promptly after execution of this Stipulation, and no later than 14 days thereafter, Lead Plaintiff, by and through Lead Counsel, with PwC Greece's Counsel's consent, shall submit the Stipulation together with its exhibits to the Court and shall move for entry of the Preliminary Approval Order substantially in the form attached hereto as Exhibit A.

12. Terms of the Order and Final Judgment

12.1. If the Partial Settlement is approved by the Court, Lead Plaintiff, by and through Lead Counsel, with PwC Greece's Counsel's consent, shall request that the Court enter an Order and Final Judgment substantially in the form attached hereto as Exhibit B. The Partial Settlement is expressly conditioned upon, among other things, the entry of an Order and Final Judgment substantially in the form attached hereto as Exhibit B, including entry of the Bar Order.

13. Supplemental Agreement

13.1. PwC Greece shall have, in its sole and absolute discretion, the right to terminate the Partial Settlement and render it null and void in the event that Settlement Class Members who purchased or otherwise acquired more than a certain percentage of Aegean securities during the Settlement Class Period exclude themselves from the Settlement Class, as set forth in a separate agreement (the "Supplemental Agreement") executed between Lead Plaintiff and PwC Greece, by and through their counsel. The Supplemental Agreement, which is being executed concurrently herewith, will be filed with the Court under seal, in camera, and its terms shall otherwise not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Supplemental Agreement), unless a dispute arises between the Settling Parties concerning its interpretation or application.

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14. Effective Date of Partial Settlement, Waiver or Termination

14.1. The Effective Date of Settlement shall be the latest date when all of the following shall have occurred:

14.1.1. PwC Greece has not exercised its option to terminate the Settlement pursuant to ¶ 14.2;

14.1.2. Entry of the Preliminary Approval Order attached hereto as Exhibit A or an order containing materially the same terms;

14.1.3. Approval by the Court of the Partial Settlement following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure;

14.1.4. Entry by the Court of an Order and Final Judgment and the expiration of any time for appeal or review of the Order and Final Judgment or, if any appeal is filed and not dismissed, after the Order and Final Judgment is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired or, in the event that the Court enters an Alternative Judgment and none of the Settling Parties elect to terminate this Partial Settlement, the date that such Alternative Judgment becomes final and no longer subject to appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired; and

14.1.5. The Court has entered the Bar Order.

14.2. PwC Greece and Lead Plaintiff each shall have the right to terminate this Partial Settlement and Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other party within thirty (30) days of the date on which: (a) the Court declines to enter the Preliminary Approval Order in any material respect; (b) the Court refuses to approve this

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Partial Settlement or any material part of it; (c) the Court declines to enter the Order and Final Judgment in any material respect; (d) the Order and Final Judgment is vacated, modified or reversed in any material respect; (e) the Court enters an order declining to enter the Bar Order in any material respect; (f) an Alternative Judgment is vacated, modified or reversed in any material respect; (g) the Effective Date of Partial Settlement otherwise does not occur; or (h) any of the material terms of the Partial Settlement, such as the payment of the Settlement Amount, is not satisfied. PwC Greece may also terminate the Partial Settlement and this Stipulation pursuant to ¶ 13.1. The foregoing list is not intended to limit or impair the parties' rights under the law of contracts of the State of New York with respect to any breach of this Stipulation. In the event the Partial Settlement and this Stipulation are terminated, the provisions of ¶¶ 2.2, 4.4, 14.3 and 14.4 shall survive termination.

14.3. Except as otherwise provided herein, in the event the Partial Settlement and this Stipulation are terminated or if the Effective Date fails to occur for any reason, the parties to this Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action as of August 26, 2021, and except as otherwise expressly provided, the parties shall proceed in all respects as if this Stipulation and any related orders had not been entered and without any prejudice in any way from the negotiation, fact or terms of this Partial Settlement.

14.4. Except as otherwise provided herein, in the event of a withdrawal or termination of this Settlement for any reason, including but not limited to the reasons set forth in ¶ 14.2, then the balance of the PwC Greece Settlement Fund, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred or owing, shall be refunded to PwC Greece, including interest accrued thereon, within ten (10) business days.

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15. Disputes or Controversies

15.1. Any dispute or controversy arising out of or relating to the cooperation set forth in ¶ 4 herein shall be resolved first by discussion among counsel for the Settling Parties and, failing that, by confidential mediation administered by a neutral mediator agreed upon by the Settling Parties. The mediation shall be conducted on a strictly confidential basis, and the Settling Parties shall not disclose the existence or nature of any claim, document, correspondence, briefing, exhibit or information exchanged or presented in connection with any claim; or any ruling, decision or result of any claim or argument (collectively, “Mediation Materials”) to any third party, with the sole exception of the Settling Parties’ respective legal counsel (who shall also be bound by these confidentiality terms) or under seal in any judicial proceeding commenced in connection with this ¶ 15 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 mediation decision shall be final and binding upon the Settling Parties. Any award may be entered as a judgment or order in any court of competent jurisdiction. Except as otherwise agreed, the Settling Parties shall share the mediation administrative fees (if any) and the mediator’s fees and expenses, with Lead Plaintiff responsible for 50% and PwC Greece responsible for 50%. Each Party shall be responsible for its own attorneys’ fees and costs, except as otherwise provided by any applicable statute or other law. Either Party may commence litigation in this Court to obtain injunctive relief in aid of mediation. The Settling Parties agree to take all steps necessary to protect the confidentiality of the Mediation 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

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confidentiality terms of any settlement agreement. The seat of mediation, unless otherwise agreed, shall be New York, New York.

16. No Admission of Liability or Wrongdoing

16.1. Neither this Stipulation nor the Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Stipulation: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of PwC Greece or any Released Parties; 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 PwC Greece or any Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal or forum whatsoever. Neither this Stipulation nor the Settlement, nor any of the terms and provisions of this Stipulation and Settlement, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages or of any wrongful conduct, acts or omissions on the part of PwC Greece or any of the Released Parties, or of any infirmity of any defense, or of any damages to Lead Plaintiff or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Parties concerning any fact or any purported liability, fault or wrongdoing of the Released Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever. ***PwC Greece and/or any Released Party may, however,*** file or introduce this Stipulation and/or the

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Order and Final Judgment from this Action in any other action or proceeding (a) that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or (b) as may be necessary to enforce the Settlement or Supplemental Agreement or Final Judgment, or (c) as otherwise required by law.

17. Miscellaneous Provisions

17.1. The Settling Parties: (a) acknowledge that it is their intent to consummate this Stipulation; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation.

17.2. The Settling Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Settlement.

17.3. The Settling Parties intend this Stipulation to be a final and complete resolution of all disputes between them with respect to the Action. The Partial Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Final Judgment will contain a finding that, during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the Settlement Amount and the other terms of the Settlement were negotiated in good-faith by the Settling Parties, and reflect a Partial Settlement that was reached voluntarily after consultation with competent legal counsel. In written press releases, public disclosures, statements to the media or promotional

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materials circulated either internally or externally, Lead Plaintiff, Lead Counsel, PwC Greece and PwC Greece's Counsel shall not make any accusations of wrongful or actionable conduct by any party or their counsel concerning the prosecution, defense and resolution of the Action, and shall not otherwise suggest that the Partial Settlement embodied in this Stipulation constitutes an admission of any claims or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

17.4. Lead Plaintiff, Lead Counsel, and the attorneys, staff, experts and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the subject matter of this Action against the Released Parties; (b) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm the Released Parties with respect to any matter relating to the subject of this Action; and (c) they will not discuss any confidential matters related to this Action or the Settlement with anyone. However, nothing herein prevents Lead Plaintiff, Lead Counsel and the attorneys, staff, experts and consultants assisting them in this Action from complying with any subpoena or court order requesting the provision of information related to the subject matter of this Action.

17.5. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Stipulation.

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17.6. All of the exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

17.7. This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

17.8. This Stipulation and the exhibits attached hereto constitute the entire agreement among the Settling Parties (other than the Supplemental Agreement) and no representations, warranties or inducements have been made to any party concerning this Stipulation or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

17.9. Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Lead Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Settlement Class which it deems appropriate.

17.10. Each counsel or other Person executing this Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

17.11. This Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or scanned and sent via e-mail shall be deemed originals.

17.12. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service

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(charges prepaid); or (c) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Lead Plaintiff or to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
44 Montgomery, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200

If to PwC Greece or to PwC Greece's counsel:

Christopher Davies
WilmerHale
1875 Pennsylvania Avenue NW
Washington, DC 20006
Telephone: (202) 663-6187

17.13. This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

17.14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Stipulation.

17.15. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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IN WITNESS WHEREOF, the parties hereto have caused the Stipulation to be executed,
by their duly authorized attorneys, dated November 9, 2021.

BERMAN TABACCO



Joseph J. Tabacco, Jr.
Nicole Lavallee
Christopher T. Heffelfinger
Kristin J. Moody
A. Chowning Poppler
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200

*Counsel for Lead Plaintiff Utah Retirement
Systems and Lead Counsel for the Class*

**WILMER CUTLER PICKERING HALE
AND DORR LLP**



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250 Greenwich Street
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Telephone: (212) 230-8800

*Counsel for Defendant PricewaterhouseCoopers
Auditing Company S.A.*

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE)
PETROLEUM NETWORK, INC.) Case No. 1:18-cv-04993 (NRB)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
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**[PROPOSED] ORDER PRELIMINARILY APPROVING
PARTIAL SETTLEMENT AND PROVIDING FOR NOTICE**

WHEREAS:

A. Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and defendant PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece” or the “Settling Defendant”) have entered into a settlement of the claims asserted in this Action against PwC Greece, the terms of which are set forth in the Stipulation and Agreement of Partial Settlement, dated November 9, 2021 (the “Stipulation” or the “Partial Settlement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed Partial Settlement of the claims asserted in the Action on the merits and with prejudice as against PwC Greece, and for the entry of final judgment as to the claims against PwC Greece and Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP;

B. The Court having read and considered the Stipulation and exhibits thereto, including the proposed (i) Notice; (ii) Summary Notice; and (iii) Order and Final Judgment with Prejudice against PwC Greece, and submissions relating thereto, and finding that substantial and sufficient grounds exist for entering this Order; and

C. The Court preliminarily finds that the proposed Partial Settlement appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable and adequate to warrant providing notice of the Partial Settlement to the Settlement Class based on the following:

- (1) Lead Plaintiff and Lead Counsel have adequately represented the class;
- (2) the proposed Partial Settlement resulted from informed, extensive arm’s-length negotiations between experienced counsel;
- (3) the relief provided by the Partial Settlement is adequate considering: (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of

distributing relief to the class, including the method of processing class-member claims; (iii) the application for the establishment of a Litigation Expense Fund; and (iv) the Supplemental Agreement identified by the parties pursuant Rule 23(e)(3); and

(4) the Partial Settlement treats class members equitably relative to each other and to the claims against PwC Greece.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Stipulation.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Partial Settlement only, the Action is hereby preliminarily certified as a class action on behalf of:

all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

3. The Court finds, for the purposes of the proposed Partial Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

EXHIBIT A

- (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;
- (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;
- (e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and
- (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Partial Settlement only, Lead Plaintiff Utah Retirement Systems is preliminarily certified as the class representative and Lead Counsel Berman Tabacco is preliminarily certified as class counsel.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Counsel is authorized to act on behalf of the Class Representative and other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Stipulation, including all acts that are reasonably necessary to consummate the proposed Partial Settlement.

6. The Court preliminarily finds that the Partial Settlement should be approved as: (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and

(d) warranting notice of the proposed Partial Settlement to Settlement Class Members and further consideration of the Partial Settlement at the final fairness hearing described below.

7. A final approval hearing shall be held on [DATE TO BE INSERTED], 2021 at [TIME TO BE INSERTED] either via video or teleconference or in person at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 21A, New York, New York 10007 (the “Final Approval Hearing”) to determine:

(a) whether the proposed Partial Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate, and should be approved by the Court;

(b) whether the Order and Final Judgment with Prejudice Against PwC Greece as provided for under the Stipulation should be entered, dismissing the Action as to Settling Defendant, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendant and Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP;

(c) whether the release by the Settlement Class of the Released Claims against the Released Parties, as set forth in the Stipulation, should be ordered;

(d) whether the proposed PwC Greece Plan of Allocation is fair, reasonable and adequate and should be approved;

(e) whether any application by Lead Counsel for the establishment of a Litigation Expense Fund should be approved; and

(f) any other matters as the Settling Parties may request or the Court may deem appropriate.

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8. The Court approves the form, substance and requirements of the Notice and the Summary Notice (together, the “Notices”), attached as Exhibits A-1 and A-3 to the Stipulation, and finds that the procedures established for publication, mailing and distribution of such Notices substantially in the manner and form set forth in this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure and due process, and shall constitute due and sufficient notice to all Persons entitled thereto.

9. The Court approves the selection of A.B. Data, Ltd. by Lead Counsel as the Claims Administrator.

10. The Claims Administrator is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than 21 calendar days after entry of this order (the “Notice Date”), the Claims Administrator shall cause a copy of the Notice and the Claim Form, substantially in the forms annexed as Exhibits A-1 and A-2 hereto, to be mailed by first-class mail to all Settlement Class Members who can be identified with reasonable effort and posted on its website at www.aegeanPWCsettlement.com;

(b) No later than the Notice Date, the Summary Notice, substantially in the form annexed as Exhibits A-3 hereto, shall be published once in the *Investor’s Business Daily* and once over a national newswire service; and

(c) At least [TO BE INSERTED] calendar days prior to the Final Approval Hearing, Lead Counsel shall cause to be served on PwC Greece’s Counsel (defined in paragraph 18 below) and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

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11. Settling Defendant shall complete service on the appropriate federal and state government officials of all notices required under the Class Action Fairness Act, 28 U.S.C. §1715, no later than ten (10) calendar days following the filing of the Stipulation with the Court.

12. To effectuate the provision of notice provided for in paragraph 10 hereof, Lead Counsel or the Claims Administrator shall lease and maintain a post office box of adequate size for the return of relevant mailing. The Notice shall designate said post office box as the return address for the purposes designated in the Notice. The Claims Administrator shall be responsible for the receipt of all responses from the Settlement Class and, until further order of the Court, shall preserve all entries of appearance and all other written communications from Settlement Class Members, nominees or any other person or entity in response to the Notices.

13. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased or otherwise acquired the relevant securities as record owners but not as beneficial owners. Such nominees who hold or held such securities for beneficial owners who are Settlement Class Members are directed to send a copy of the Notice to the beneficial owner of the securities postmarked no more than seven (7) calendar days from the date of receipt of the Notice, or to provide the names and addresses of such persons no later than seven (7) calendar days from the date of receipt of the Notice to the Claims Administrator at the address specified in the Notice, who shall promptly send a copy of the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the PwC Greece Net Settlement Fund.

14. All fees, costs, and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the PwC Greece Settlement Fund as set forth in the Stipulation, and in no event shall Defendant PwC Greece bear any responsibility for such fees, costs or expenses. Lead Counsel may pay up to \$500,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for all reasonable Notice and Administration Costs actually incurred. Such costs and expenses may include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$500,000, they may be paid only pursuant to further Order of the Court.

15. Lead Counsel or its agents are authorized and directed to prepare any tax returns required to be filed for the Escrow Account, to cause any Taxes or Tax Expenses due and owing to be paid from the Escrow Account without further Order of the Court and to otherwise perform all obligations with respect to Taxes and any reports or filings in respect thereof as contemplated by the Stipulation without further order of the Court.

16. Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable and whether or not such Settlement Class Members submit Proof of Claim and Release Forms or otherwise seek or obtain by any means any distribution from the PwC Greece Net Settlement Fund, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to make such request must mail the request in written form to the address

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designated in the Notice, such that it is received no later than twenty-one (21) calendar days prior to the Final Approval Hearing (“Request for Exclusion”). A Request for Exclusion must state: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean Securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean Securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the person or entity wishes to be excluded from the Settlement Class. Any request for exclusion must also be signed by the person or entity requesting exclusion. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have no rights under the Partial Settlement, shall not share in the distribution of the PwC Greece Net Settlement Fund, and shall not be bound by the Partial Settlement or any final judgment. The request for exclusion shall not be effective unless it provides the required information, is made within the time stated above or the exclusion is otherwise accepted by the Court. Unless otherwise ordered by the Court, any Person falling within the definition of the Settlement Class who fails to timely request exclusion from the Settlement Class in compliance with this paragraph shall be deemed to have waived his, her or its right to be excluded from the Settlement Class and shall be barred from requesting exclusion from the Settlement Class in this or any other proceeding.

17. Any person or entity that requests to be and is excluded from the Settlement Class shall not be entitled to receive any payment out of the PwC Greece Net Settlement Fund as described in the Stipulation and Settlement Notice.

18. Any member of the Settlement Class who has not requested exclusion from the Settlement Class may appear at the Final Approval Hearing to show cause (a) why the proposed Partial Settlement should not be approved as fair, reasonable and adequate; (b) why the PwC

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Greece Plan of Allocation should or should not be approved; (c) why a judgment should not be entered thereon; or (d) why Lead Counsel's application for the establishment of a Litigation Expense Fund should not be granted, *provided, however*, that no member of the Settlement Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed Partial Settlement, the PwC Greece Plan of Allocation, the Order and Final Judgment with Prejudice Against PwC Greece to be entered approving the same, unless no later than twenty-one (21) calendar days before the Final Approval Hearing, such Settlement Class Member has served by hand or by overnight delivery written objections setting forth the basis therefor, and copies of any supporting papers and briefs upon Lead Counsel, Nicole Lavalée, Esq., Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104, and Christopher Davies, Esq., WilmerHale, 1875 Pennsylvania Avenue NW, Washington, DC 20006 (the "PwC Greece's Counsel"), and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and the PwC Greece's Counsel, with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Any objection must include: (a) the full name, address, and phone number of the objecting Class Member; (b) a list and documentation of all of the Class Member's transactions involving Aegean securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector's counsel

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have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's signature, even if represented by counsel. Persons who intend to object to the Partial Settlement, the PwC Greece Plan of Allocation and/or to Lead Counsel's application for the establishment of a Litigation Expense Fund, and who desire to present evidence at the Final Approval Hearing must include in their written objections the identity of any witnesses they intend to call to testify, exhibits they intend to introduce into evidence at the Final Approval Hearing. Should any objections be received, reply papers must be filed no later than 21 calendar days before the Final Approval Hearing.

19. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, adequacy or reasonableness of the Partial Settlement, the PwC Greece Plan of Allocation, the Order and Final Judgment with Prejudice Against PwC Greece to be entered approving the Partial Settlement or the application for the establishment of a Litigation Expense Fund.

20. In order to avoid duplicative expenses to the Class, distribution of the PwC Greece Net Settlement Fund generated by this Partial Settlement will be delayed until such time as there are additional funds available for distribution or a determination is made that no further funds will be available for distribution to the Settlement Class.

21. The administration of the proposed Partial Settlement and the determination of all disputed questions of law and fact with respect to the validity of any Claim or right of any person or entity to participate in the distribution of the PwC Greece Net Settlement Fund shall remain under the authority of this Court.

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22. The Court expressly reserves the right to adjourn the Final Approval Hearing without any further notice to Settlement Class Members other than an announcement at the Final Approval Hearing. The Court further reserves the right to enter its Order and Final Judgment with Prejudice Against PwC Greece approving the Partial Settlement and dismissing the Action on the merits and with prejudice as to Settling Defendant, regardless of whether it has approved a PwC Greece Plan of Allocation or awarded attorneys' fees and reimbursement of litigation expenses.

23. The Settling Defendant shall not have any responsibility whatsoever for any PwC Greece Plan of Allocation or for the Litigation Expense Fund or for any request for attorneys' fees or reimbursement of litigation expenses that may be submitted in connection with final approval of this proposed Partial Settlement or at a later date, and such matters will be considered separately from the fairness, reasonableness and adequacy of the proposed Partial Settlement.

24. In the event the proposed Partial Settlement does not become Final for any reason (including any party's exercise of a valid right to terminate under the Stipulation), the Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, including but not limited to the certification of the Settlement Class provided in paragraph 2 herein, shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, the Settling Parties shall be restored to their respective positions in the Action immediately before August 26, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if the Stipulation and any related orders had not been entered, and the balance of the PwC Greece Settlement Fund, less any Notice and Administration Costs and Taxes or Tax Expenses paid, incurred or due and owing in connection with the Partial Settlement provided for

herein shall be refunded to PwC Greece pursuant to written instructions from PwC Greece's Counsel in accordance with ¶ 14.2 of the Stipulation.

25. Pending final determination of whether the proposed Partial Settlement should be approved, neither Lead Plaintiff nor the Settlement Class Members, and/or anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts any Released Claims against any of the Released Parties.

26. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Partial Settlement.

27. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further order(s) of the Court.

28. All opening briefs and supporting documents in support of the final approval of the Partial Settlement and the PwC Greece Plan of Allocation and any application by Lead Counsel for the establishment of a Litigation Expense Fund shall be filed and served by [TO BE INSERTED], 2021 (a date that is thirty-five (35) calendar days prior to the Final Approval Hearing). Replies to any objections shall be filed and served by [TO BE INSERTED], 2021 (a date that is seven (7) calendar days prior to the Final Approval Hearing).

29. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant PwC Greece as to the validity of any claims or as to the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

30. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Members of the Settlement Class, and retains jurisdiction to consider

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all further applications arising out of or connected with the proposed Partial Settlement. The Court may approve the proposed Partial Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

31. If the Stipulation and the Partial Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation. This Order, the Stipulation, the proposed Partial Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

32. Unless otherwise ordered by the Court, all proceedings against PwC Greece are stayed, except as may be necessary to implement the proposed Partial Settlement or comply with the terms of the Stipulation or other agreement of the Settling Parties.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit A-1

[EXHIBIT A-1 TO STIPULATION]

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

Case No. 1:18-CV-04993 (NRB)

Hon. Naomi Reice Buchwald

**NOTICE OF PENDENCY OF CLASS ACTION AND
PROPOSED PARTIAL SETTLEMENT, FINAL APPROVAL HEARING AND
APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND**

IF YOU PURCHASED AEGEAN MARINE PETROLEUM NETWORK, INC. SECURITIES DURING THE PERIOD BEGINNING FEBRUARY 27, 2014 THROUGH NOVEMBER 5, 2018, YOUR RIGHTS MAY BE IMPACTED AND YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights may be affected by the above-captioned securities class action lawsuit (the “Action”) pending in the United States District Court for the Southern District of New York (the “Court”), if you purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. (“Aegean” or the “Company”) securities between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby.¹

Notice of Partial Settlement: Please also be advised that Court-appointed Lead Plaintiff, Utah Retirement Systems (“URS” or “Lead Plaintiff”), on behalf of itself and the Settlement Class (as defined in question number 6 below), have reached a proposed partial settlement (the “Partial Settlement”) of the Action for \$14,900,000 in cash (“Settlement Amount”) that will resolve the Released Claims (as defined in question number 11 below) in the Action against one of the defendants, PricewaterhouseCoopers Auditing Company S.A., on the terms set forth below.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Settlement. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act. If you have questions about this Notice, the proposed Partial Settlement, or your eligibility to participate in the Partial Settlement, please DO NOT contact the Court, the Settling Defendant, the other Defendants in the Action, or their counsel. All questions should be

¹ All capitalized terms that are not defined herein shall have the meaning ascribed to them in the Stipulation and Agreement of Partial Settlement, dated November 9, 2021 (the “Stipulation”). The “securities” subject to this Partial Settlement are described below.

directed to Lead Counsel or the Claims Administrator (*see* question number 14 below). **Description of the Action and the Settlement Class:** This Notice relates to a proposed Partial Settlement of a class action lawsuit with only the following defendant: PricewaterhouseCoopers Auditing Company S.A. (“Settling Defendant” or “PwC Greece”). The Partial Settlement does not affect or compromise any claims asserted and ongoing against Non-Settling Defendants.² The proposed Partial Settlement, if approved by the Court, will apply to the following Class (the “Settlement Class”): all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or wrote Aegean Marine Petroleum Network, Inc. put option contracts between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby.³ The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. Settling Defendant denies that it is liable to the Settlement Class and denies that the Settlement Class has suffered any damages. The proposed Settlement, if approved by the Court, will settle claims of the Settlement Class, as defined above and in question number 6 below.

Description of the Securities Subject to The Partial Settlement: The securities subject to the Partial settlement consist of: (a) the common stock of Aegean (Ticker: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker “ANW”); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (the “4.00% Notes”) (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (the “4.25% Notes”) (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (“Aegean Securities”).

Statement of Settlement Class’s Recovery: Subject to Court approval, and as described more fully in question number 4 below, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle all Released Claims (as defined in question number 11 below) against the Settling Defendant and Released Parties (as defined in question numbers 1 and 11 below) in exchange for a settlement payment of \$14.9 million in cash (the “Settlement Amount”) to be deposited into an interest-bearing escrow account and certain other terms. The PwC Greece Net Settlement Fund (*i.e.*, the

² The Non-Settling Defendants are: Dimitris Melissanidis, Spyros Gianniotis and Deloitte Certified Public Accountants, S.A. as well as any other defendant(s) later brought into the case, but excludes all Released Parties. The Settling Defendant and the Non-Settling Defendants are collectively referred to as “Defendants.”

³ Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

Settlement Amount plus any and all interest earned thereon (the “PwC Greece Settlement Fund”) less (a) any Taxes; (b) any Notice and Administration Costs; (c) any Litigation Expenses awarded by the Court; (d) any attorneys’ fees awarded by the Court; and (e) any other costs expenses or amounts as may be approved by the Court) will be distributed to Class Members in accordance with a plan of allocation (the “PwC Greece Plan of Allocation”) that is approved by the Court. The proposed PwC Greece Plan of Allocation is set forth at pages XX to XX below. The PwC Greece Plan of Allocation will determine how the PwC Greece Net Settlement Fund shall be allocated among members of the Settlement Class who had potential claims against the Settling Defendant (and Released Parties) as alleged in this Action. In order to avoid duplicative expenses to the Class, it is the Lead Plaintiff’s intention to delay payment of the PwC Greece Net Settlement Fund generated by this Partial Settlement until such time as there are additional funds available for distribution or a determination is made that no further funds will be available for distribution to the Class.

Estimate of Average Amount of Recovery: Based on Lead Plaintiff’s consulting damages consultant’s estimate of the number of Aegean Securities purchased or otherwise acquired during the Class Period that may have been affected by PwC Greece’s conduct at issue in the Action, and assuming that all Settlement Class Members elect to participate in the Settlement, the estimated average recovery (before the deduction of any Court-approved fees, expenses, and costs described herein) is approximately \$1.90 per affected common share. Settlement Class Members should note, however, that the average recoveries provided herein are only estimates. Some Settlement Class Members may recover more or less than these estimated amounts depending on, among other factors, when and at what price they purchased or otherwise acquired or sold their Aegean securities, and the total number and value of valid Proof of Claim and Release Forms submitted. Moreover, because PwC Greece did not allegedly issue any false or misleading statements until May 16, 2017, there are no recognized losses attributable to PwC Greece for securities purchased prior to the issuance of PwC Greece’s May 16, 2017 statements. Distributions to Settlement Class Members will be made based on the PwC Greece Plan of Allocation as set forth herein (*see* pages XX to XX below) or such other plan of allocation as may be ordered by the Court. The objective of the PwC Greece Plan of Allocation will be to equitably distribute the PwC Greece Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or company-specific factors unrelated to the alleged fraud.

Average Amount of Damages Per Share/Note: The Settling Parties do not agree on the amount of recoverable damages or on the average amount of damages per share or note that would be recoverable if Lead Plaintiff were to prevail on each of the claims. Among other things, Settling Defendant does not agree with the assertion that it violated the federal securities laws or that any damages were suffered by any member of the Settlement Class as a result of its conduct.

Statement of Attorneys’ Fees and Litigation Expenses Sought: Lead Counsel, Berman Tabacco, has been prosecuting the Action on a wholly contingent basis since its appointment as Lead Counsel on October 30, 2018, and has not received any payment of attorneys’ fees for its representation of the Settlement Class, and has advanced the funds to pay expenses necessarily incurred to date to prosecute this Action.

As noted above, in order to avoid duplication of expenses to the Settlement Class, Lead Plaintiff intends to delay distribution of the PwC Greece Settlement Fund until a later day, such as after the Court approves final settlements against one or more non-Settling Defendants or other dispositions against or in favor of the Non-Settling Defendants. As such, Lead Counsel does not intend to request payment of their fees at this time. At a later time, Lead Counsel will apply to the Court for an award of attorneys' fees from the PwC Greece Settlement Fund in an amount not to exceed 25%, plus interest earned at the same rate and for the same period as earned by the PwC Greece Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred by Lead Plaintiff's Counsel in connection with the prosecution and resolution of the Action plus interest earned at the same rate and for the same period as earned by the PwC Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 77z-1(a)(4). However, at this time Lead Counsel will request only that the Court allow Lead Counsel to be allowed to draw from the PwC Greece Settlement Fund to defray some current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants in an amount not to exceed \$2 million ("Litigation Expense Fund"). Any Litigation Expense Fund granted by the Court will be an advance of (and not in addition to) any final fee or expense awarded following resolution of all claims against Non-Settling Defendants.

Any Litigation Expenses awarded by the Court will be paid from the PwC Greece Settlement Fund or any later settlement fund. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost per share or per note for such fees and expenses will be calculated at such time when the Partial Settlement becomes final and after the Court approves final settlements or other dispositions against or in favor of the Non-Settling Defendants.

Identification of Attorneys' Representatives: Lead Plaintiff and the Settlement Class are represented by Nicole Lavalley, Esq. of Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104;(415) 433-3200; law@bermantabacco.com.

Reasons for the Settlement: Lead Plaintiff's principal reason for entering into the Partial Settlement is the substantial and certain recovery for the Settlement Class without the risks or delays inherent in further litigation. Moreover, the substantial recovery provided under this Partial Settlement must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after contested motions, a trial of the Action, the likely appeals that would follow a trial, and that even if a Judgment is obtained, Lead Plaintiff would not be able to collect from PwC Greece. This process could be expected to last several years. For the Settling Defendant, who has denied and continues to deny all allegations of liability, fault or wrongdoing whatsoever, the principal reason for entering into the Partial Settlement is to eliminate the uncertainty, risk, costs and burdens inherent in any litigation, especially in complex cases such as this Litigation. Settling Defendant has concluded that further conduct of this Action could be protracted and distracting.

Your Legal Rights And Options In The Partial Settlement	
You Can:	That Means:
<p>Submit a Proof of Claim and Release Form (“Claim Form”) Received or Postmarked by _____</p>	<p>This is the only way to be eligible to receive a payment from the PwC Greece Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Settlement as approved by the Court and you will give up any Released Claims (defined in question number 11 below) that you have against PwC Greece and the other Released Parties (defined in question number 11 below), so it is in your interest to submit a Claim Form. Because PwC Greece only issued an audit opinion for Aegean on May 16, 2017, only Settlement Class Members who purchased Aegean Securities after May 16, 2017 are entitled to share in the PwC Greece Net Settlement Fund created pursuant to this Partial Settlement with PwC Greece.</p>
<p>Exclude Yourself From the Class by Submitting a Written Request for Exclusion Postmarked by _____.</p>	<p>You will receive no payment pursuant to this Partial Settlement. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendant or the other Released Parties concerning the claims that were, or could have been, asserted in this case.</p>
<p>Object to the Partial Settlement by Submitting Written Objections Postmarked by _____.</p>	<p>Write to the Court and explain why you do not like the proposed Partial Settlement, or any part of it, or the proposed PwC Greece Plan of Allocation and/or the application for the establishment of a Litigation Expense Fund. You cannot object to the Partial Settlement unless you are a Class Member and do not exclude yourself.</p>
<p>Go to the Hearing on _____ at _____, and File a Notice of Intention to Appear No Later Than _____.</p>	<p>Ask to speak in Court about the fairness of the Partial Settlement, the PwC Greece Plan of Allocation and/or the application for the establishment of a Litigation Expense Fund.</p>
<p>Do Nothing</p>	<p>If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the PwC Greece Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Partial Settlement and you will be bound by any judgment or orders entered by the Court in the Action.</p>

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BASIC INFORMATION

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the United States District Court for the Southern District of New York (the “Court”) because you or someone in your family may have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive.

The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Partial Settlement of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights.

This Notice explains the lawsuit, the Partial Settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Partial Settlement if you wish to do so. It also is being sent to inform you of the terms of the proposed Partial Settlement, the proposed PwC Greece Plan of Allocation and of a hearing to be held by the Court to consider the fairness, reasonableness and adequacy of the proposed Partial Settlement, the PwC Greece Plan of Allocation and the application by Lead Counsel for the establishment of a Litigation Expense Fund (the “Final Approval Hearing”).

The Court in charge of the case is the United States District Court for the Southern District of New York, and the case is known as *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB). The Judge presiding over this case is the Honorable Naomi Reice Buchwald, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the primary plaintiff is referred to as the “Lead Plaintiff,” on behalf of himself and the Class it represents, and the “Defendants” being sued are the Settling Defendant PricewaterhouseCoopers Auditing Company S.A. and Non-Settling Defendants Dimitris Melissanidis, Spyros Gianniotis and Deloitte Certified Public Accountants, S.A.

2. What is this case about? What has happened so far?

Aegean was an international marine fuel logistics company founded in 1995 by Defendant Dimitris Melissanidis. The Company held its initial public offering in December 2006 and, until its bankruptcy filing in the fall of 2018, its common stock traded on the New York Stock Exchange. In this Action, Lead Plaintiff alleges that Defendants engaged in a long-running, multi-faceted fraudulent scheme through which they (a) significantly overstated the Company’s income and revenue; (b) overstated the Company’s assets and the strength of its balance sheet; (c) misled investors concerning the adequacy of the Company’s internal controls over financial reporting; and (d) misappropriated Company assets. Defendants included former officers and directors of Aegean and several auditing firms including PwC Greece. PwC Greece became Aegean’s auditor in 2016, several years after the start of the Class Period, and issued its first and only Audit Opinion representing that Aegean’s internal controls over financial reporting were adequate and that its 2016 year-end financial statements complied with GAAP on May 16, 2017.

Because of actions undertaken by certain shareholders, the Company’s entire Audit Committee stepped down in May 2018 and a reconstituted Audit Committee (the “Reconstituted Audit Committee”) was formed with new, independent directors. Only weeks later, on June 4, 2018, the Company announced that \$200 million in accounts receivable had to be written off because the receivables were based on allegedly fraudulent transactions.

On November 2, 2018, following an internal investigation by outside counsel and retained forensic accountants, the Company announced that the Reconstituted Audit Committee had determined that: (a) the Company’s financial results were manipulated by improperly booking approximately \$200 million in accounts receivables from bogus transactions with four shell companies controlled by former employees or affiliates of the Company; (b) approximately \$300 million in cash and assets had been misappropriated by former affiliates, including through a 2010 contract with OilTank Engineering & Consulting Ltd. (“OilTank”); (c) the revenues and earnings of the Company were substantially overstated in the years 2015, 2016 and 2017 and that both year end and interim financials for these periods should no longer be relied upon and will need to be restated; (d) there were material weaknesses in the Company’s ICRF as of December 31, 2015, 2016 and 2017 and, as such, management’s annual report on ICFR as of December 31, 2015, and 2016 included in the Company’s Annual Reports on Form 20-F and also for the 2017 interim results should no longer be relied upon and would need to be restated;; (e) insiders had engaged in additional actions to defraud the Company, including engaging in prepayments for future oil

deliveries which were never made; and (vi) and the Department of Justice had issued a grand jury subpoena in connection with suspected felonies. Then, on November 6, 2018, Aegean filed bankruptcy proceedings under Chapter 11 of the U.S. Bankruptcy Code in the Southern District of New York, Case No. 18-13374 (MEW).

On June 5, 2018, an initial complaint was filed against Aegean and certain officers and directors of Aegean, in the United States District Court for the Southern District of New York asserting violations of the federal securities laws: *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.) On October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

On February 1, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint (the “Complaint”) alleging violations of the federal securities laws against Aegean and certain officers and directors of Aegean, PwC Greece, PricewaterhouseCoopers International Limited (“PwCIL”), PricewaterhouseCoopers LLP (“PwC US”), Deloitte Certified Public Accountants, S.A. (“Deloitte Greece”), Deloitte Touche Tohmatsu Limited (“DTTL”) and Deloitte & Touche LLP (“Deloitte US”). (ECF No. 81.)

On March 6, 2020, PwC Greece filed a joint motion to dismiss the Complaint along with one co-Defendant, Deloitte Greece. (ECF Nos. 187-88.) Lead Plaintiff opposed the joint motion on June 30, 2020. (ECF No. 240.) PwC Greece and Deloitte Greece filed their reply on August 20, 2020 (ECF No. 272) and a hearing was held on March 9, 2021. On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece’s joint motion to dismiss. (ECF No. 293.) In the same order, the Court granted motions to dismiss for several defendants, including PwCIL and PwC US. (ECF No. 293.)

Following the Court’s hearing on the motion to dismiss and the Court’s denial of the joint motion to dismiss, counsel for Lead Plaintiff and counsel for PwC Greece began good-faith negotiations with an eye toward reaching a potential settlement. On August 26, 2021, following numerous rounds of negotiations, Lead Counsel and PwC Greece’s Counsel reached an agreement in principle to settle all claims asserted by Lead Plaintiff in this this Action against PwC Greece.

Since the commencement of this Action, PwC Greece has denied and continues to deny each and all of the claims and contentions of wrongdoing alleged by Lead Plaintiff in the Action and contends that it has not committed any act or omission giving rise to any liability or violation of law as alleged in the Action, or that could have been alleged in the Action. PwC Greece also has denied, and continues to deny, among other allegations, that Lead Plaintiff or the Settlement Class suffered any damage or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged or that could have been alleged in the Action. PwC Greece has asserted, and continues to assert, that its conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believes that the evidence supports its position that it acted properly at all times and that the Action is without merit. In addition, PwC Greece maintains that it has meritorious defenses to all claims alleged in the Action.

3. What is a class action?

A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Class, please read question number 13 below entitled, “What if I do not want to be part of the Partial Settlement? How do I exclude myself?”) In the Action, the Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting all claims against Defendants on behalf of investors in the Company’s securities described above during the Class Period.

4. What are Lead Plaintiff’s reasons for the Partial Settlement?

Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendant have merit. Lead Plaintiff and Lead Counsel recognize, however, the expense and length of continued proceedings necessary to pursue their claims against the Settling Defendant through trial and appeals, as well as the difficulties in establishing liability, particularly as against foreign nationals. Lead Plaintiff and Lead Counsel have considered the uncertain outcome of trial and appellate risk in complex lawsuits like this one. Lead Plaintiff and Lead Counsel have also considered the benefit of a partial settlement now, in light of the risks that the Settling Defendant or its insurers could not satisfy a judgment materially larger than the Settlement Amount, and of their evaluation of the reduced amount of insurance that may be available after trial.

In light of the risks of collecting any sums after a trial as compared to the amount certain provided to the Class by way of the Settlement Amount agreed to in the Partial Settlement, Lead Plaintiff and Lead Counsel believe that the proposed Partial Settlement is fair, reasonable and adequate, and in the best interests of the Class. Lead Plaintiff and Lead Counsel believe that the Partial Settlement provides a substantial benefit now, namely the agreement of the Settling Defendant to provide cooperation, as detailed in the Stipulation, as well as the payment of \$14.9 million (less the various deductions described in this Notice), as compared to the risk that the claims asserted in the Complaint would produce a similar, smaller or no recovery after summary judgment, trial and appeals, possibly years in the future.

The Settling Defendant has denied and continues to deny each and all of the claims alleged by Lead Plaintiff in the Action. The Settling Defendant has expressly denied and continues to deny all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Settling Defendant has also contended by way of defense that all or a portion of the alleged damages to the Class were caused by factors other than the allegedly false or misleading statements or omissions it issued as asserted in the Action and that such damages are not recoverable. The Settling Defendant also has denied and continues to deny, among other things, the allegations that Lead Plaintiff or the Class have suffered any damage or that Lead Plaintiff or the Class were harmed by the conduct alleged

in the Action. Nevertheless, the Settling Defendant has taken into account the uncertainty and risks inherent in any litigation, especially in a complex case such as this. The Settling Defendant has concluded that further conduct of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

5. What might happen if there were no Partial Settlement?

If there were no Partial Settlement and Lead Plaintiff failed to establish any essential legal or factual element of its claims against the Settling Defendant, neither Lead Plaintiff nor the Class would recover anything from the Settling Defendant. Also, if the Settling Defendant was successful in proving any of its defenses, the Class likely could recover substantially less than the amount provided in the Partial Settlement, or nothing at all. Moreover, there is also a risk that there would be no funds available to satisfy any judgment obtained in this case after trial and appeal.

WHO IS INCLUDED IN THE PARTIAL SETTLEMENT?

6. How do I know if I am affected by the Partial Settlement?

For the purposes of the Partial Settlement, with the few exceptions listed below, everyone who fits the following description is a Settlement Class Member: all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities (or sold Aegean Marine Petroleum Network, Inc. put options) between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. However, since PwC Greece only issued an audit opinion for Aegean on May 16, 2017, only those Settlement Class Members who purchased after May 16, 2017 are alleged to have claims against the Settling Party, PwC Greece, and will be entitled to share in the PwC Greece Net Settlement Fund created by this Partial Settlement with PwC Greece.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE PARTIAL SETTLEMENT.

7. Are there any exceptions to being included as a Settlement Class Member?

Yes. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude

themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 13 below.

8. I am still not sure if I'm included.

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at 1-xxx-xxx-xxxx (Toll Free) or you can fill out the Claim Form described in question number 12 below ("How do I participate in the Partial Settlement? What do I need to do?") to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed below. Please do not contact the Court.

THE PARTIAL SETTLEMENT BENEFITS

9. What does the Partial Settlement provide?

Settling Defendant has paid or will pay \$14.9 million into an escrow account that will earn interest, as provided for in the Stipulation, for the benefit of the Settlement Class Members who purchased Aegean Securities after May 16, 2017. After deduction of Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys' fees awarded by the Court, and any other costs, expenses or amounts as may be approved by the Court, the balance (the "PwC Greece Net Settlement Fund") will be distributed to the Settlement Class Members in accordance with the PwC Greece Plan of Allocation, discussed at pages XX to XX below. The Partial Settlement also provides for cooperation, as described in the Stipulation of Partial Settlement.

In exchange for Settling Defendant's payment, the claims described in response to question number 11 below entitled, "What am I giving up to get a payment or stay in the Settlement Class?" will be released, discharged and dismissed with prejudice.

The proposed Partial Settlement represents a compromise of disputed claims and does not mean that the Settling Defendant has been found liable for any claims asserted by Lead Plaintiff.

10. How much will my payment be? When will I receive it?

The Settling Defendant has agreed to pay \$14.9 million in cash into escrow for the benefit of the Class. The \$14.9 million Settlement Amount, and the interest earned thereon, will constitute the PwC Greece Settlement Fund. The PwC Greece Net Settlement Fund will be distributed based on the timely and acceptable Claim Forms submitted by members of the Settlement Class that show a Recognized Loss and are approved by the Court ("Authorized Claimants") after the final settlement or other disposition of claims against the Non-Settling Defendants. The PwC Greece Net Settlement Fund will be distributed at a later date in time to all Authorized Claimants who timely submit acceptable Claim Forms.

At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Partial Settlement. Your share of the PwC Greece Net Settlement Fund will depend on the number of valid and timely Claim Form that Settlement Class

Members send in, how many units of Aegean common stock, debt-securities (notes) and/or options you bought and sold, and when you bought and sold them.

As noted earlier, in order to avoid duplication of expenses to the Class, Lead Plaintiff intends to delay distribution of the PwC Greece Settlement Fund until after the Partial Settlement becomes final and the Court approves final settlements or other dispositions against or in favor of the Non-Settling Defendants. At that time, the Court will authorize additional Notice to the Class.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any member of the Settlement Class.

The PwC Greece Plan of Allocation is submitted herewith (*see* pages XX to XX below) for the Court's approval; however, the PwC Greece Plan of Allocation shall in no way disturb or affect the Court's approval of the Stipulation and shall be considered separate from the Court's Order and Final Judgment Against PwC Greece discussed in question number 11 below. The objective of the PwC Greece Plan of Allocation is to equitably distribute the PwC Greece Net Settlement Fund to those Class Members who suffered economic losses as a result of the alleged wrongdoing against the Settling Defendant. Payment pursuant to the PwC Greece Plan of Allocation will be conclusive against Authorized Claimants. No person will have any claim against Lead Plaintiff, Lead Counsel, any other Plaintiff and Plaintiff's Counsel in the Action, the Settling Defendant, PwC Greece's Counsel, the other Released Parties or their counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the PwC Greece Plan of Allocation, or further orders of the Court. Lead Plaintiff, Lead Counsel, Settling Defendant, PwC Greece's Counsel, the other Released Parties and their counsel will have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund, the PwC Greece Net Settlement Fund, the PwC Greece Plan of Allocation or the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the PwC Greece Gross Settlement Fund or any losses incurred in connection therewith.

Each Class Member will be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Claim Form. Persons and entities that exclude themselves from the Class will not be eligible to receive a distribution from the PwC Greece Net Settlement Fund and should not submit Claim Forms.

11. What am I giving up to get a payment or stay in the Settlement Class?
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If the Partial Settlement is approved, the Court will enter an Order and Final Judgment With Prejudice dismissing the claims against PwC Greece and entering final judgment against PwC Greece, PwCIL and PwC US ("Final Judgment Against PwC Greece"). The Final Judgment Against PwC Greece will dismiss with prejudice the claims against the Settling Defendant and will provide that Lead Plaintiff and all other Class Members will be deemed to have—and by operation of the Final Judgment Against PwC Greece will have—released, dismissed and forever discharged the Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the Released Party or Released Parties (as defined below).

“Released Claims” means any and all claims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, losses, remedies, fees, expenses, costs, accountings, obligations, judgments and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or foreign law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against PwC Greece, PwCIL or PwC US, or that could or might have been asserted against PwC Greece, PwCIL, PwC US or any other PwC Network firm in any federal, state, common, arbitral, administrative or foreign court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint, including but not limited to, any audits or reviews of Aegean financial statements by PwC Greece or any services of any kind provided to Aegean by PwC Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Released Claims” do not include: (a) claims to enforce the Partial Settlement; (b) claims against any Non-Settling Defendants or Dismissed Defendants other than PwCIL or PwC US; and (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

“Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or foreign law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the Released Party or Released Parties, except for claims relating to the enforcement of the Partial Settlement, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

“Released Party” or “Released Parties” means PwC Greece, PwCIL, PwC US and all other PwC Network firms, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities; and each and all of the foregoing entities’ respective past, present and future directors, officers, boards and board members, employees, partners (in the broadest concept of that term), principals, representatives, alleged partners, associates, owned and controlled entities and persons, stockholders, members and owners, attorneys (including PwC Greece’s Counsel, and counsel for PwCIL and PwC US), advisors, contractors, consultants, trustees, insurers, co-insurers, reinsurers, agents, heirs, executors, estates, administrators, fiduciaries, successors, assignors and assigns.

“Unknown Claims” means any and all Released Claims or Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member and (b) the Released Parties does not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected

his, her, or its settlement with and release of the Released Parties, the Settlement Class Members or the Settling Parties, or might have affected his, her or its decision(s) with respect to the Settlement, the Released Claims or the Released Parties' Claims, including his, her or its decision to object or not object to this Settlement. With respect to any and all Released Claims and the Released Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Partial Settlement, Lead Plaintiff and PwC Greece shall expressly waive, and each of the other Settlement Class Members and the Released Parties shall be deemed to have waived, and by operation of the Final Judgment Against PwC Greece shall have expressly waived, to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law or foreign law, which is similar, comparable or equivalent to California Civil Code § 1542, 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.

The Settling Parties and Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Released Claims and Released Parties' Claims, but the Settling Parties and Released Parties expressly, fully, finally and forever settle and release, and each Releasing Party, Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Final Judgment Against PwC Greece, shall have settled and released, fully, finally and forever, any and all Released Claims and Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and PwC Greece acknowledge, and each of the other Settlement Class Members and Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Settlement.

The Final Judgment Against PwC Greece also will provide that, upon the Effective Date of this Partial Settlement, PwC Greece and each of the other Released Parties shall be deemed to have released, dismissed and forever discharged all Released Parties' Claims against Lead Plaintiff, plaintiff's counsel in the Action and any other Settlement Class Member.

12. How do I participate in the Partial Settlement? What do I need to do?
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If you purchased or otherwise acquired the securities described above and you are not excluded by the definition of the Settlement Class and you do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member. As such, you will be bound by the proposed Partial Settlement if the Court approves it, and by any judgment or determination of the Court affecting the Settlement Class. To qualify for payment, you must have recognized losses under the PwC Greece Plan of Allocation and you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice, and also be made available on the website of the Claims Administrator, www.aegeanPWCsettlement.com as well as Lead Counsel's website

at www.bermantabacco.com. Read the instructions carefully, fill out the Claim Form, include all the documents the Claim Form asks for, sign it, and mail it postmarked no later than [TO BE INSERTED]. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the PwC Greece Net Settlement Fund but will in all other respects be bound by the Final Judgment Against PwC Greece in the case.

Those who exclude themselves from the Class and those who do not submit timely and valid Claim Form with adequate supporting documentation, will not be entitled to share in the Partial Settlement. Please retain all records of your ownership of and transactions in the securities, as they may be needed to document your Claim.

As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in question number 18 below entitled, “When and where will the court decide whether to approve the Partial Settlement?”

If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in question number 13 below entitled, “What if I do not want to be part of the Partial Settlement? How do I exclude myself?” If you exclude yourself from the Settlement Class, you will not be eligible to receive any benefit from the Partial Settlement and you should not submit a Claim Form, but you will retain the right to be a part of any other lawsuit against any of the Released Parties (as defined question number 11 above) with respect to any of the Released Claims (as defined in question number 11 above).

If you wish to object to the Partial Settlement or any of its terms, the proposed PwC Greece Plan of Allocation or to Lead Counsel’s application for the establishment of a Litigation Expense Fund, and if you do not exclude yourself from the Class, you may present your objections by following the instructions in question number 18 below entitled, “When and where will the Court decide whether to approve the Partial Settlement?” If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. What if I do not want to be part of the Partial Settlement? How do I exclude myself?

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Partial Settlement, whether favorable or unfavorable, unless such person or entity mails, by first class mail (or its equivalent outside the U.S.), or otherwise delivers a written Request for Exclusion from the Class, addressed to the Claims Administrator. The exclusion request must be *postmarked* no later than [TO BE INSERTED]. Each Request for Exclusion must clearly indicate the name, address and telephone number of the Person seeking exclusion, that the sender requests to be excluded from the Settlement Class in the *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB), and must be

signed by such Person. Such Persons requesting exclusion are also directed to provide the following information: (a) identity and original face value of any Aegean Securities purchased (or otherwise acquired) or sold; (b) prices or other consideration paid or received for such Aegean securities during the Settlement Class Period; (c) the date of each purchase or sale transaction; and (d) a statement that the person or entity wishes to be excluded from the Settlement Class. Requests for Exclusion will not be valid if they do not include the information set forth above and are not received within the time stated above, unless the Court otherwise determines.

If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Stipulation.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Berman Tabacco, Lead Counsel, to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed on page XX above. There is no need to retain your own lawyer. If you want to be represented by your own lawyer you may hire one at your own expense.

15. How will the lawyers be paid?

Lead Counsel has not received any payment for its services in pursuing claims against defendants on behalf of the Class; nor has Lead Counsel been reimbursed for its out-of-pocket expenses. At a later time, Lead Counsel intends to apply to the Court for an award of attorneys' fees to Lead Counsel from the PwC Greece Settlement Fund (and any other settlement fund obtained) in an amount not to exceed 25% of the PwC Greece Settlement Fund.

In order to avoid duplication of expenses to the Class, Lead Plaintiff intend to delay distribution of the Settlement Amount until a later date when there are additional funds to distribution or a decision is made that no funds will be forthcoming (such as when the Court approves final settlements or other dispositions against or in favor of the Non-Settling Defendants). As such, Lead Counsel does not intend to request payment of their fees at this time. Rather, at this time, Lead Counsel will only request that the Court allow Lead Counsel to allowed to draw from the PwC Greece Settlement Fund a Litigation Expense Fund amount of up to \$2 million (*i.e.*, advances to defray current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants). Any Litigation Expense Fund authorized by the Court will be an advance of (and not in addition to) any final fees or expense reimbursements awarded. The Court will determine the amount of any such award.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Partial Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with the Partial Settlement or any part of it, the proposed PwC Greece Plan of Allocation and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund.

Any Settlement Class Member who does not request exclusion in accordance with question number 13 above may object to the Partial Settlement, the proposed PwC Greece Plan of Allocation and/or Lead Counsel’s request for the establishment of a Litigation Expense Fund. Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk’s Office at the United States District Court for the Southern District of New York at the address set forth below on or before [TO BE INSERTED]. You must also serve the papers on Lead Counsel for the Class and counsel for the Settling Defendant at the addresses set forth below so that the papers are *received* on or before [TO BE INSERTED].

Clerk’s Office	Lead Counsel for the Class	Counsel For Settling Defendant
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK 500 Pearl Street New York, New York 10007	BERMAN TABACCO Nicole Lavallee, Esq. 44 Montgomery Street, Suite 650 San Francisco, CA 94104	WILMERHALE Christopher Davies 1875 Pennsylvania Avenue NW Washington, DC 20006

Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and documentation evidencing all of the Settlement Class Member’s transactions involving Aegean securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector’s counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector’s signature, even if represented by counsel. Persons who intend to object to the Partial Settlement and/or to Lead Counsel’s application for the establishment of a Litigation Expense Fund and who desire to present evidence at the Final Approval Hearing, must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing.

You may not object to the Partial Settlement, or any aspect of it, if you excluded yourself from the Settlement Class.

You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you first filed and served a written objection in accordance with the procedures described above, unless the Court orders otherwise.

You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney, which will be at your own expense, and he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before [TO BE INSERTED].

17. What's the difference between objecting and being excluded from the Settlement Class?

Objecting is simply telling the Court that you do not like something about the Partial Settlement. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Partial Settlement. You do not need to attend that hearing but are welcome to attend if you so desire.

18. When and where will the Court decide whether to approve the Partial Settlement?

The Final Approval Hearing on this Partial Settlement will be held on [DATE TO BE INSERTED], at [TIME TO BE INSERTED], before the Honorable Naomi Reice Buchwald, United States District Judge, at the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21A, New York, New York 10007, to determine: (a) whether the proposed Partial Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable and adequate, and should be approved by the Court; (b) whether the Final Judgment Against PwC Greece should be entered dismissing the Action as to the Settling Defendant, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendant and dismissed defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP; (c) whether the release by the Settlement Class of the Released Claims against the Released Parties (as defined question number 11 above) and the release by the Released Parties of the Released Parties' Claims should be ordered; (d) whether the proposed PwC Greece Plan of Allocation to distribute the Settlement proceeds (described on pages XX to XX below) is fair and reasonable; and (e) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court.

THE FINAL APPROVAL HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE SETTLEMENT CLASS, SO PLEASE CHECK THE SETTLEMENT WEBSITE OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE.

If you do not wish to object in person to the proposed Partial Settlement and/or the application for the establishment of a Litigation Expense Fund, you do not need to attend the Final Approval Hearing. You can object to or participate in the Partial Settlement without attending the Final Approval Hearing.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Partial Settlement or Lead Counsel's application for the establishment of a Litigation Expense Fund. Class Members do not need to appear at the hearing or take any other action to indicate their approval.

If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve the Partial Settlement and the Litigation Expense Fund. We do not know how long these decisions will take. If you want to attend the hearing, you should check with Lead Counsel or the Settlement website www.aegeanPWCsettlement.com beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the Final Approval Hearing?

No. Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Final Approval Hearing?

Any Settlement Class Member who did not request to be excluded from the Settlement Class by [TO BE INSERTED] is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney, and to show cause why the Partial Settlement should not be approved as fair, reasonable and adequate. However, you may not be heard at the Final Approval Hearing unless, on or before [TO BE INSERTED], you file a Notice of Intention to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or briefs with the Clerk of the Court, United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007, as described in the response to question number 16 above entitled, "How do I tell the Court that I do not like the Partial Settlement?"

Only Settlement Class Members who have submitted written notices in this manner may be heard at the Final Approval Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member but do nothing, then you will get no money from this Settlement. You must file a Claim Form to be eligible to receive anything from the Settlement. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Settlement?

Yes. This Notice summarizes the proposed Partial Settlement. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the formal Stipulation, which have been filed with the Court. Lead Plaintiff's submissions in support of the Partial Settlement will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Partial Settlement will be posted on the website set up for this case: www.aegeanPWCsettlement.com. If you have any further questions you may contact Lead Counsel identified in the response to question number 14 above entitled, "Do I have a lawyer in this case?" You can also call the Claims Administrator at 1-xxx-xxx-xxxx (Toll Free) to find answers to common questions about the Partial Settlement and obtain information about the status of the settlement approval process.

This Notice does not express any opinion by the Court concerning the merits of any claim in the Action, and the Court still has to decide whether to approve the Partial Settlement. If the Court approves the Partial Settlement, payments to Authorized Claimants will not be made immediately. Instead, as discussed above, in order to avoid duplication of expenses to the Class, Lead Plaintiff intends to delay distribution of the Settlement Amount until a later date, such as after both the Partial Settlement becomes final and the Court approves final settlements or other dispositions against or in favor of the Non-Settling Defendants. Moreover, any distribution will not be paid until after any appeals are resolved, and after the completion of all claims processing. Please be patient.

23. Can I See The Court File? Who Should I Contact If I Have Questions?

This Notice contains only a summary of the terms of the proposed Partial Settlement. More detailed information about the matters involved in the Action is available at www.aegeanPWCsettlement.com, including, among other documents, copies of the Stipulation, Claim Form, and the Complaint. All inquiries concerning this Notice or the Claim Form should be directed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.

P.O. Box 173002
Milwaukee, WI 53217

OR

Nicole Lavalley
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

Lead Counsel

SPECIAL NOTICE TO NOMINEES

24. Special Notice to Banks, Trustees, Brokerage Firms, or Other Nominees

If you hold any Aegean securities purchased during the Settlement Class Period as nominee for a beneficial owner, then, within ten (10) days after you receive this Notice, you must either: (a) send a copy of this Notice and the Claim Form by first-class mail to all such Persons; or (b) provide a list of the names and addresses of such Persons to the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

If you choose to mail the Notice and Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or elect to have the mailing performed for you, you may obtain reimbursement for reasonable costs actually incurred or expected to be incurred in connection with forwarding the Notice and Claim Form and which would not have been incurred but for the obligation to forward the Notice and Claim Form, upon submission of appropriate documentation to the Claims Administrator.

UNDERSTANDING YOUR PAYMENT - THE PWC GREECE PLAN OF ALLOCATION

25. How will my claim be calculated?

1. As discussed above, the Partial Settlement provides \$14.9 million in cash for the benefit of the members of the Settlement Class who allegedly have claims against the Settling Defendant, PwC Greece. The Settlement Amount and any interest it earns constitute the "PwC Greece Settlement Fund." The PwC Greece Settlement Fund, after deduction of Court-approved attorneys'

fees and expenses, Notice and Administration Costs, Taxes and any other fees or expenses approved by the Court, is the “PwC Greece Net Settlement Fund.” If the Partial Settlement is approved by the Court, the PwC Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against PwC Greece – in accordance with this proposed Plan of Allocation (“PwC Greece Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the PwC Greece Net Settlement Fund but will otherwise be bound by the Partial Settlement. The Court may approve this proposed PwC Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the PwC Greece Plan of Allocation will be posted on the settlement website: www.aegeanPWCsettlement.com.

2. The objective of the PwC Greece Plan of Allocation is to distribute the Partial Settlement proceeds equitably among those Settlement Class Members who suffered economic losses as a proximate result of PwC Greece’s alleged wrongdoing. To be clear, since PwC Greece’s Audit Opinion was issued after the close of trading on May 16, 2017, only those Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options) after that date but before November 6, 2018 and held through a partial disclosure, allegedly have claims against PwC Greece. The PwC Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the PwC Greece Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against PwC Greece after a trial and do not take into account certain defendants that might have been raised by PwC Greece. Nor are the calculations in accordance with the PwC Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Partial Settlement. The computations under the PwC Greece Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the PwC Greece Net Settlement Fund. The Recognized Loss formulas below are intended solely for purposes of this PwC Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against PwC Greece, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”)⁴; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)⁵; and/or (iv) Aegean call options; or (b) sold Aegean put options, (collectively referred to as the “Aegean Securities”) after PwC Greece issued its Audit Opinion on May 16, 2017, but within the Settlement Class Period, and have held through a partial disclosure.

4. The PwC Greece Plan of Allocation was developed in consultation with Lead Plaintiffs’ damages consultant. In developing the PwC Greece Plan of Allocation, Lead Plaintiffs’ damages

⁴ The CUSIP number for the 4.00% Notes is: EJ8900817.

⁵ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired after May 16, 2017 but within the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by PwC Greece's misconduct, Class Representatives' damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a "corrective disclosure") was released to the market on various dates including the following dates after the issuance of PwC's Audit Opinion: February 20, 2018, June 4, 2018, November 2, 2018 and November 6, 2018, thereby impacting the prices of Aegean securities on February 21, 2018, February 22, 2018, June 5, 2018, November 5, 2018, November 6, 2018 and November 7, 2018.

6. In order to have a "Recognized Loss Amount" under the PwC Greece Plan of Allocation for this Partial Settlement against PwC Greece, Aegean Securities must have been purchased or otherwise acquired during the period between May 17, 2017 and November 5, 2018, inclusive ("Relevant Period"), and held through the issuance of at least one corrective disclosure.⁶

ALLOCATION OF THE PWC GREECE NET SETTLEMENT FUND

7. As detailed below, the PwC Greece Net Settlement Fund will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member's damages. The PwC Greece Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) at least 95% of the PwC Greece Net Settlement Fund will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the PwC Greece Net Settlement Fund will be allocated to options on Aegean common stock.

CALCULATION OF RECOGNIZED LOSS AMOUNTS

8. Based on the formulas stated below, a "Recognized Loss Amount" will be calculated for each purchase or acquisition of Aegean Securities or sold put options during the Relevant Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or zero under the formula below, that Recognized Loss Amount will be zero.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the Relevant Period, the claim per share shall be as follows:

⁶ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

(a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00;

(b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price;

(c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below; and

(d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.⁷

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the Relevant Period, and;

(a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00;

(b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price;

(c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3);

⁷ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

(ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below;

(d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.⁸

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the Relevant Period, and;

(a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00;

(b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price;

(c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below;

(d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.⁹

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: February 21, 2018, February 22, 2018, June 5, 2018, November 5, 2018, November 6, 2018 and/or November 7, 2018.¹⁰

⁸ See footnote 7 above. The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

⁹ See footnote 7 above. The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

¹⁰ To participate in the Partial Settlement, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the disclosures identified above. With respect to shares of Aegean common stock purchased or sold through

13. For call options on Aegean common stock purchased or otherwise acquired during the Relevant Period, and:

(a) Closed (through sale, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is zero.

(b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is zero.

(c) Held though at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement of the call option contract.

14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is zero.

15. For put options on Aegean common stock written or otherwise sold during the Class Period, and:

(a) Closed (through purchase, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is zero.

(b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is zero.

(c) Held though at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement of the put option contract less the initial proceeds received upon the sale of the put option contract.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is zero.

ADDITIONAL PROVISIONS

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Relevant Period sales will be matched first against any holdings at the beginning of the Relevant Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Relevant Period.

18. A claimant’s “Recognized Claim” under the PwC Greece Plan of Allocation will be the sum of his, her, or its Recognized Loss Amounts.

the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

19. The PwC Greece Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the PwC Greece Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions, and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Aegean Securities during the Relevant Period will not be deemed a purchase, acquisition, or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the Relevant Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. Under the PwC Greece Plan of Allocation, however, the Recognized Loss Amount on “short sales” is zero. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest Relevant Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Relevant Period, the value of the claimant’s Recognized Claim will be zero. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the Relevant Period but that market loss was less than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized Claim will be limited to the amount of the actual market loss.¹¹ For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Relevant Period or suffered a market loss, the Claims Administrator will determine the difference

¹¹ For the Aegean 4.00% Notes and the Aegean 4.25% Notes, only transactions between May 17, 2017 and November 5, 2018, inclusive, shall be considered for the determination of market gains and/or losses.

between (i) the Total Purchase Amount¹² and (ii) the sum of the Total Sales Proceeds^{13,14} and Holding Value (for Aegean common stock and Notes only).¹⁵ This difference will be deemed a claimant's market gain or loss with respect to his, her or its overall transactions in Aegean Securities during the Relevant Period.

24. After the initial distribution of the PwC Greece Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Partial Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Partial Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the PwC Greece Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

25. Payment pursuant to the PwC Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for this Partial Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement

¹² The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the Relevant Period.

¹³ The Claims Administrator will match any sales of Aegean common stock from the start of the Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

¹⁴ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

¹⁵ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the Relevant Period and still held as of the close of trading on November 7, 2018 (the "Holding Value"). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the Relevant Period and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the Relevant Period and still held as of the close of trading on November 7, 2018.

Class Member, PwC Greece, PwC Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Lead Plaintiff, Lead Counsel, Defendants and their respective counsel, and all other Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund or the PwC Greece Net Settlement Fund; the PwC Greece Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

26. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

27. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

TABLE 1
Decline in Inflation Per Share of Aegean Common Stock

Date Range		Common Stock
Start Date	End Date	
5/17/2017	2/20/2018	98.13%
2/21/2018	2/21/2018	97.04%
2/22/2018	6/4/2018	96.79%
6/5/2018	11/4/2018	86.95%
11/5/2018	11/6/2018	81.81%
11/7/2018	Thereafter	0.00%

TABLE 2
Aegean Common Stock Price and Average Closing Price

Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$0.12	\$0.12	12/21/2018	\$0.03	\$0.05
11/8/2018	\$0.10	\$0.11	12/24/2018	\$0.03	\$0.05
11/9/2018	\$0.10	\$0.10	12/26/2018	\$0.03	\$0.05
11/12/2018	\$0.07	\$0.10	12/27/2018	\$0.03	\$0.05
11/13/2018	\$0.06	\$0.09	12/28/2018	\$0.03	\$0.05
11/14/2018	\$0.06	\$0.08	12/31/2018	\$0.03	\$0.05
11/15/2018	\$0.05	\$0.08	1/2/2019	\$0.03	\$0.05
11/16/2018	\$0.04	\$0.07	1/3/2019	\$0.03	\$0.04
11/19/2018	\$0.05	\$0.07	1/4/2019	\$0.03	\$0.04
11/20/2018	\$0.07	\$0.07	1/7/2019	\$0.03	\$0.04
11/21/2018	\$0.05	\$0.07	1/8/2019	\$0.03	\$0.04
11/23/2018	\$0.05	\$0.07	1/9/2019	\$0.03	\$0.04
11/26/2018	\$0.04	\$0.07	1/10/2019	\$0.03	\$0.04
11/27/2018	\$0.04	\$0.06	1/11/2019	\$0.03	\$0.04
11/28/2018	\$0.04	\$0.06	1/14/2019	\$0.03	\$0.04
11/29/2018	\$0.04	\$0.06	1/15/2019	\$0.03	\$0.04
11/30/2018	\$0.04	\$0.06	1/16/2019	\$0.03	\$0.04
12/3/2018	\$0.04	\$0.06	1/17/2019	\$0.03	\$0.04
12/4/2018	\$0.04	\$0.06	1/18/2019	\$0.03	\$0.04
12/6/2018	\$0.05	\$0.06	1/22/2019	\$0.03	\$0.04
12/7/2018	\$0.04	\$0.06	1/23/2019	\$0.03	\$0.04
12/10/2018	\$0.03	\$0.06	1/24/2019	\$0.03	\$0.04
12/11/2018	\$0.03	\$0.05	1/25/2019	\$0.03	\$0.04
12/12/2018	\$0.03	\$0.05	1/28/2019	\$0.03	\$0.04
12/13/2018	\$0.03	\$0.05	1/29/2019	\$0.03	\$0.04
12/14/2018	\$0.03	\$0.05	1/30/2019	\$0.03	\$0.04
12/17/2018	\$0.03	\$0.05	1/31/2019	\$0.03	\$0.04
12/18/2018	\$0.03	\$0.05	2/1/2019	\$0.03	\$0.04
12/19/2018	\$0.03	\$0.05	2/4/2019	\$0.03	\$0.04
12/20/2018	\$0.03	\$0.05			

TABLE 3
Inflation of Aegean Notes Per \$100 Par

Date Range			
Start Date	End Date	4.00% Note	4.25% Note
5/17/2017	2/20/2018	\$ 88.12	\$ 91.85
2/21/2018	6/4/2018	\$ 87.82	\$ 90.72
6/5/2018	11/6/2018	\$ 77.79	\$ 74.15
11/7/2018	Thereafter	\$ -	\$ -

TABLE 4
Aegean 4.00% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$17.20	\$17.20	12/21/2018	\$23.24	\$17.65
11/8/2018	\$26.59	\$21.89	12/24/2018	\$24.30	\$17.86
11/9/2018	\$18.50	\$20.76	12/26/2018	\$24.28	\$18.05
11/12/2018	\$20.43	\$20.68	12/27/2018	\$24.25	\$18.23
11/13/2018	\$19.52	\$20.45	12/28/2018	\$23.15	\$18.37
11/14/2018	\$19.52	\$20.29	12/31/2018	\$24.18	\$18.53
11/15/2018	\$17.29	\$19.86	1/2/2019	\$24.16	\$18.69
11/16/2018	\$17.05	\$19.51	1/3/2019	\$24.18	\$18.83
11/19/2018	\$18.25	\$19.37	1/4/2019	\$23.03	\$18.94
11/20/2018	\$16.24	\$19.06	1/7/2019	\$23.67	\$19.06
11/21/2018	\$14.66	\$18.66	1/8/2019	\$23.65	\$19.17
11/23/2018	\$14.13	\$18.28	1/9/2019	\$23.71	\$19.28
11/26/2018	\$13.90	\$17.94	1/10/2019	\$23.94	\$19.39
11/27/2018	\$14.06	\$17.67	1/11/2019	\$23.92	\$19.49
11/28/2018	\$12.70	\$17.34	1/14/2019	\$23.94	\$19.59
11/29/2018	\$14.28	\$17.14	1/15/2019	\$23.16	\$19.67
11/30/2018	\$14.35	\$16.98	1/16/2019	\$23.25	\$19.74
12/3/2018	\$14.34	\$16.83	1/17/2019	\$23.25	\$19.81
12/4/2018	\$14.30	\$16.70	1/18/2019	\$24.22	\$19.90
12/6/2018	\$14.16	\$16.57	1/22/2019	\$24.37	\$19.99
12/7/2018	\$14.17	\$16.46	1/23/2019	\$25.08	\$20.09
12/10/2018	\$14.11	\$16.35	1/24/2019	\$25.80	\$20.20
12/11/2018	\$14.41	\$16.27	1/25/2019	\$25.74	\$20.31
12/12/2018	\$14.71	\$16.20	1/28/2019	\$25.23	\$20.40
12/13/2018	\$21.00	\$16.39	1/29/2019	\$25.23	\$20.49
12/14/2018	\$21.04	\$16.57	1/30/2019	\$25.49	\$20.58
12/17/2018	\$22.68	\$16.80	1/31/2019	\$25.56	\$20.66
12/18/2018	\$22.95	\$17.02	2/1/2019	\$25.65	\$20.75
12/19/2018	\$24.09	\$17.26	2/4/2019	\$25.68	\$20.83
12/20/2018	\$23.25	\$17.46			

TABLE 5
Aegean 4.25% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$15.54	\$15.54	12/21/2018	\$23.58	\$16.16
11/8/2018	\$18.30	\$16.92	12/24/2018	\$23.58	\$16.39
11/9/2018	\$18.23	\$17.36	12/26/2018	\$23.58	\$16.61
11/12/2018	\$18.22	\$17.57	12/27/2018	\$23.60	\$16.81
11/13/2018	\$17.72	\$17.60	12/28/2018	\$23.59	\$17.01
11/14/2018	\$17.09	\$17.52	12/31/2018	\$23.60	\$17.19
11/15/2018	\$15.07	\$17.17	1/2/2019	\$23.61	\$17.36
11/16/2018	\$12.48	\$16.58	1/3/2019	\$23.60	\$17.53
11/19/2018	\$12.45	\$16.12	1/4/2019	\$23.61	\$17.68
11/20/2018	\$12.41	\$15.75	1/7/2019	\$22.16	\$17.79
11/21/2018	\$12.28	\$15.44	1/8/2019	\$22.09	\$17.90
11/23/2018	\$12.17	\$15.16	1/9/2019	\$22.32	\$18.00
11/26/2018	\$12.17	\$14.93	1/10/2019	\$23.34	\$18.13
11/27/2018	\$12.13	\$14.73	1/11/2019	\$23.29	\$18.25
11/28/2018	\$12.28	\$14.57	1/14/2019	\$23.44	\$18.36
11/29/2018	\$12.25	\$14.42	1/15/2019	\$23.38	\$18.47
11/30/2018	\$12.52	\$14.31	1/16/2019	\$23.38	\$18.57
12/3/2018	\$13.11	\$14.24	1/17/2019	\$23.38	\$18.67
12/4/2018	\$13.21	\$14.19	1/18/2019	\$25.44	\$18.81
12/6/2018	\$13.54	\$14.16	1/22/2019	\$25.09	\$18.94
12/7/2018	\$13.79	\$14.14	1/23/2019	\$25.64	\$19.07
12/10/2018	\$13.71	\$14.12	1/24/2019	\$25.41	\$19.19
12/11/2018	\$17.51	\$14.27	1/25/2019	\$25.20	\$19.30
12/12/2018	\$17.51	\$14.40	1/28/2019	\$25.20	\$19.41
12/13/2018	\$19.67	\$14.61	1/29/2019	\$25.52	\$19.53
12/14/2018	\$19.73	\$14.81	1/30/2019	\$25.06	\$19.62
12/17/2018	\$21.98	\$15.08	1/31/2019	\$25.32	\$19.72
12/18/2018	\$23.16	\$15.37	2/1/2019	\$25.53	\$19.82
12/19/2018	\$23.52	\$15.65	2/4/2019	\$25.44	\$19.92
12/20/2018	\$23.54	\$15.91			

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF
COURT REGARDING THIS NOTICE.**

Dated: _____, 2021

By Order of the Clerk of Court
United States District Court
for the Southern District of New York

Exhibit A-2

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

c/o A.B. Data, Ltd.

P.O. Box 173002

Milwaukee, WI 53217

Toll-Free Number: 1-XXX-XXX-XXXX

Settlement Website: www.aegeanPWCsettlement.com

Email: info@aegeanPWCsettlement.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the PwC Greece Net Settlement Fund in connection with a Partial Settlement of *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-Civ-4993-NRB (S.D.N.Y.) (the “Action”), pending in the United States District Court for the Southern District of New York (the “Court”), you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form (“Claim Form”) and mail it by First-Class Mail to the above address, **postmarked no later than _____, 2022.**

Failure to submit your Claim Form by the date specified will subject your Claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Settling Parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

(Please read Part II. General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner’s Name

Co-Beneficial Owner’s Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City State Zip Code

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Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (day)

Telephone Number (evening)

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Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this Claim.)

Account Number (account(s) through which the Securities were traded)¹

Claimant Account Type (check appropriate box):

- Individual (includes joint owner accounts) Pension Plan Trust
- Corporation Estate
- IRA/401K Other _____ (please specify)

¹ If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity, you may write “multiple.” Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, *i.e.*, when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of Pendency of Class Action and Proposed Partial Settlement, Final Approval Hearing and Application for the Establishment of a Litigation Expense Fund (the “Notice”) that accompanies this Claim Form, including the PwC Greece Plan of Allocation set forth in the Notice. The Notice describes the proposed Partial Settlement, how Settlement Class Members are affected by the Partial Settlement and the manner in which the PwC Greece Net Settlement Fund will be distributed if the Partial Settlement and PwC Greece Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all Persons who purchased or otherwise acquired Aegean Marine Petroleum, Inc. (a) (“Aegean”) common stock (Tickers: ANW, ANWWQ) (CINS: Y0017S102) (“Common Stock”); (b) Aegean Notes (“Notes”): Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (CUSIP: EJ8900817, ISIN: USY0020QAA95) and/or Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018), ISIN: US00773VAB27); and/or (c) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively, “Aegean Securities”) during the period between May 17, 2017 through November 5, 2018, inclusive, and were allegedly damaged thereby (“Settlement Class”). Any Person who falls within the definition of the Settlement Class is referred to as a “Settlement Class Member.”

3. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in the Notice.

4. If you are not a Settlement Class Member, do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Class. Thus, if you are a Settlement Class Member, the Final Judgment With Prejudice Against PwC Greece will release, and enjoin the filing or continued prosecution of, the Released Claims against the Settling Defendant, Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP, and the other Released Parties.

6. You are eligible to participate in the distribution of the PwC Greece Net Settlement Fund only if you are a member of the Class and if you complete and return this Claim Form as specified herein. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your Claim may be rejected, and you may be precluded from receiving any distribution from the PwC Greece Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Partial Settlement. The distribution of the PwC Greece Net Settlement Fund will be governed by the PwC Greece Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) in and holdings of Aegean Securities. On the Schedule of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Aegean Securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your Claim.

9. Please note: To be eligible to receive a distribution under the PwC Greece Plan of Allocation, you must be a Settlement Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between May 17, 2017 and November 5, 2018, inclusive.²

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of Aegean Securities set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Settling Parties and the Claims Administrator do not independently have information about your investments in Aegean Securities. IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. **Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not**

² Any transactions in the Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

highlight any portion of the Claim Form or any supporting documents.

11. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (*e.g.*, an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claim Forms may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Aegean Securities made on behalf of a single beneficial owner.

12. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or Taxpayer Identification Number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Aegean Securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Aegean Securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your Claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves the Partial Settlement, payment of the PwC Greece Net Settlement Fund generated by the Partial Settlement will be delayed until such time as there are additional funds available for distribution or a determination is made that no further funds will be available for distribution to the Class. Thus, the PwC Greece Net Settlement Fund will not be distributed until a later date, such as after the Partial Settlement becomes final and after the Court approves final settlements or other dispositions against or in favor of the Non-Settling Defendants. Additionally, all payments to eligible Authorized Claimants pursuant to the PwC Greece Plan of Allocation (or such other plan of allocation as the Court approves at a later time) will be made after the completion of all Claims processing. This could take substantial time. Please be patient.

17. **PLEASE NOTE:** As set forth in the PwC Greece Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the PwC Greece Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, A.B. Data, Ltd., by email at info@aegeanPWCsettlement.com, or by toll-free phone at 1-XXX-XXX-XXXX, or you may download the documents from the Settlement website, www.aegeanPWCsettlement.com.

19. **NOTICE REGARDING ELECTRONIC FILES:** Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.aegeanPWCsettlement.com, or you may email the Claims Administrator's electronic filing department at info@aegeanPWCsettlement.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your Claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@aegeanPWCsettlement.com to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS.

IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-XXX-XXX-XXXX.

PART III – SCHEDULE OF TRANSACTIONS IN AEGEAN SECURITIES

Complete this Part III if, and only if, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the period May 17, 2018 and November 5, 2018, inclusive. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than the following Aegean Securities: (i) Aegean common stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”);³ (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”) and/or (iv) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively referred to as the “Aegean Securities”) after PwC Greece issued its Audit Opinion on May 16, 2017, but within the Settlement Class Period.⁴

SCHEDULE OF TRANSACTIONS IN AEGEAN COMMON STOCK

1. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 26, 2014– State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

--

2. PURCHASES/ACQUISITIONS OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean common stock (Tickers: ANW, ANWWQ) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

3. SALES OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of Aegean common stock (Tickers: ANW, ANWWQ) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

³ The CUSIP number for the 4.00% Notes is: EJ8900817.

⁴ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes was: 00773VAA4.

4. HOLDINGS OF AEGAN COMMON STOCK AS OF FEBRUARY 4, 2019 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.00% NOTES

5. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 26, 2014– State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

6. PURCHASES/ACQUISITIONS OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean 100 par 4.00% Notes (CUSIP: EJ8900817)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

7. SALES OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019– Separately list each and every sale/disposition of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

8. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.25% NOTES

9. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 26, 2014– State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

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10. PURCHASES/ACQUISITIONS OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

11. SALES OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019– Separately list each and every sale/disposition of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Notes Sold	Sale Price Per Note	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

12. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 4, 2019– State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

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**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN CALL OPTIONS

13. HOLDINGS OF CALL OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Call Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Year)		Number of Call Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
14. PURCHASES/ACQUISITIONS OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Purchased/Acquired	Purchase Acquisition Price Per Call Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
15. SALES OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every sale/disposition (including free deliveries) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Sale (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract	Total Sale Price (excluding taxes, commissions, and fees)		
/ /	\$	/ /		\$	\$		
/ /	\$	/ /		\$	\$		
16. ENDING HOLDINGS OF AEGEAN CALL OPTION CONTRACTS – Separately list each Aegean Call Option held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract		Expiration Date of Call Option Contract (Month/Day/Year)		Number of Call Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

SCHEDULE OF TRANSACTIONS IN AEGEAN PUT OPTIONS

17. HOLDINGS OF PUT OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Put Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
B. SALES (WRITING) OF AEGEAN PUT OPTIONS – Separately list each and every sale (writing) (including free deliveries) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Sale (Writing) (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised/Assigned Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
C. PURCHASES/ACQUISITIONS OF AEGEAN PUT OPTIONS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of any Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Purchased/Acquired	Purchase/Acquisition Price Per Put Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)		
/ /	\$	/ /		\$	\$		
/ /	\$	/ /		\$	\$		
D. ENDING HOLDINGS – Separately list all positions Aegean Put Option contracts that you had a short position in as of the close of trading on February 4, 2019, in which you had an open interest as of the expiration date. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract		Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

PART VI – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE XX OF THIS CLAIM FORM.

I (we) hereby acknowledge that, as of the Effective Date of the Partial Settlement, pursuant to the terms set forth in the Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Final Judgment With Prejudice Against PwC Greece shall have, fully, finally, and forever released, relinquished and discharged all Plaintiffs' Released Claims (as defined in the Stipulation and in the Notice) against the Settling Defendant, Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP, and the other Released Parties (as defined in the Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Settling Defendant and/or Released Parties with respect to any such Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Settling Defendant or the Released Parties.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the PwC Greece Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice and in paragraph 2 on page 3 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Notice and in paragraph 3 on page 3 of this Claim Form;
3. that I (we) own(ed) Aegean Common Stock and/or Notes and have not assigned the claim against the Settling Defendant, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP, or the other Released Parties to another or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of Aegean Common Stock and/or Notes and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;
6. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;
7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the Claim made by this Claim Form;
8. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and
9. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she or it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Date

Print your name here

Signature of joint Claimant, if any

Date

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant

Date

Print your name here

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see paragraph 13 on page 4 of this Claim Form.)

REMINDER CHECKLIST:

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation, as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your Claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-XXX-XXX-XXXX.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If **you** have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@aegeanPWCsettlement.com, toll-free at 1-XXX-XXX-XXXX, or visit www.aegeanPWCsettlement.com.

Please DO NOT call the Settling Defendant or any of the other Defendants or their counsel with questions regarding your Claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN _____, 2022, ADDRESSED AS FOLLOWS:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
 c/o A.B. Data, Ltd.
 P.O. Box 173002
 Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted if a postmark date on or before _____, 2022 is indicated on the envelope and it is mailed First-Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

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In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

COURT-APPROVED NOTICE REGARDING
In re Aegean Marine Petroleum Network, Inc. Securities Litigation

Exhibit A-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald

**SUMMARY NOTICE OF PENDENCY OF CLASS ACTION AND
PROPOSED PARTIAL SETTLEMENT, FINAL APPROVAL HEARING
AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND**

TO: All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. (“Aegean”) securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”). The securities subject to this Partial Settlement consist of: (a) the common stock of Aegean (Tickers: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker “ANW”); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018, issued 10/23/2013 (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021, issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively, “Aegean Securities”).

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED PARTIAL SETTLEMENT OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

PLEASE DO NOT CONTACT THE COURT, AEGEAN OR ANY OTHER DEFENDANT, OR THEIR COUNSEL, REGARDING THIS NOTICE.

ALL QUESTIONS ABOUT THIS NOTICE, THE PROPOSED PARTIAL SETTLEMENT, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO LEAD COUNSEL OR THE CLAIMS ADMINISTRATOR, WHOSE CONTACT INFORMATION IS PROVIDED BELOW. ADDITIONAL INFORMATION ABOUT THE PARTIAL SETTLEMENT IS AVAILABLE ON THE SETTLEMENT WEBSITE: www.aegeanPWCsettlement.com.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that a Settlement Class in the above-captioned litigation (the “Action”) has been preliminarily certified for the purposes of this proposed Partial Settlement only.

YOU ARE ALSO NOTIFIED that Utah Retirement Systems (“Lead Plaintiff”), on behalf of itself and the proposed Settlement Class, and PricewaterhouseCoopers Auditing Company S.A. (“Settling Defendant” or “PwC Greece”) have reached a proposed Partial Settlement of the Action for \$14,900,000 in cash (the “Settlement Amount”), that, if approved, will resolve all claims against PwC Greece in the Action (the “Partial Settlement”).

A hearing (the “Final Approval Hearing”) will be held before the Honorable Naomi Reice Buchwald, United States District Judge for the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21-A, New York, New York, 10007 on [TO BE INSERTED], to, among other things, determine whether: (i) the proposed Partial Settlement should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against

the Settling Defendant and final judgment entered as to the claims against Settling Defendant and dismissed defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP, as set forth in the Stipulation and Agreement of Partial Settlement (“Stipulation”), dated November 9, 2021; (iii) the proposed PwC Greece Plan of Allocation for distribution of the PwC Greece Settlement Fund and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “PwC Greece Net Settlement Fund”) should be approved as fair and reasonable; and (iv) whether Lead Counsel’s application for the establishment of a Litigation Expense Fund should be approved by the Court. The Court may change the date of the Final Approval Hearing without providing another notice. You do NOT need to attend the Final Approval Hearing in order to receive a distribution from the PwC Greece Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED PARTIAL SETTLEMENT AND YOU MAY BE ENTITLED TO SHARE IN THE PWC GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES AFTER MAY 16, 2017. If you have not yet received the printed (i) Notice of Pendency of Class Action and Proposed Partial Settlement, Final Approval Hearing and Application For The Establishment of a Litigation Expense Fund (“Notice”), or (ii) the Proof of Claim and Release Form (“Claim Form”), you can obtain a copy of those documents on the settlement website www.aegeanPWCsettlement.com, or by contacting the Claims Administrator:

In Re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o [TO BE INSERTED]

Please refer to the settlement website for more detailed information and to review the Partial Settlement documents. Inquiries may also be made to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

The PwC Greece Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any cost and expense reimbursement awarded by the Court; (iv) any attorneys’ fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Class Members in accordance with the PwC Greece Plan of Allocation.

If you are a potential Settlement Class Member, but wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice, which can also be found on the settlement website, ***postmarked no later than*** [TO BE INSERTED]. If you are a potential Settlement Class Member and do not timely exclude yourself from the Settlement Class, you will be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Partial Settlement, PwC Greece Plan of Allocation or Lead Counsel's Application for the establishment of a Litigation Expense Fund must be submitted to the Court in accordance with the instructions set forth in the Notice, *received no later than* [TO BE INSERTED], and filed with the Court *no later than* [TO BE INSERTED].

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
District Judge, United States District Court for the Southern District
of New York

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE)	Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)	
SECURITIES LITIGATION)	Hon. Naomi Reice Buchwald
_____)	

**[PROPOSED] ORDER AND FINAL JUDGMENT WITH PREJUDICE
AGAINST PWC GREECE**

This matter came before the Court pursuant to the Order Preliminarily Approving Partial Settlement and Providing for Notice (“Notice Order”) dated _____, 2021 (ECF No. XX), on the application of the Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and Defendant PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece”) to determine (i) whether the terms and conditions of the Stipulation and Agreement of Partial Settlement, dated November 9, 2021, (the “Stipulation” or the “Partial Settlement”) are fair, reasonable and adequate for the settlement of all claims asserted by Lead Plaintiff on behalf of itself, plaintiffs and the Settlement Class, against defendant PwC Greece (the “Settling Defendant”) in the above-captioned Action, and should be approved; (ii) whether judgment should be entered dismissing the Action on the merits and with prejudice in favor of the Settling Defendant and as against all persons or entities who are members of the Settlement Class herein who have not requested exclusion therefrom; and (iii) whether final judgment should be entered as to the claims against the Settling Defendant and Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP.

Due and adequate Notice having been given to the Settlement Class as required in said Notice Order 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 that:

1. This Order and Final Judgment With Prejudice Against PwC Greece (“Order and Final Judgment Against PwC Greece”) hereby incorporates by reference the definitions in the Stipulation, and all capitalized terms, unless otherwise defined herein, shall have the same meanings as set forth in the Stipulation.

2. This Court has jurisdiction to enter this Order and Final Judgment Against PwC Greece. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. The Court hereby certifies, for settlement purposes only, pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Settlement Class defined as:

All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories.

Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court. A copy of the valid exclusions is attached hereto as **Exhibit 1**.

4. With respect to the Settlement Class, this Court finds, solely for the purposes of the Partial Settlement (and without an adjudication of the merits), that the prerequisites for a class

action under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied, in that:

- (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;
- (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;
- (e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and
- (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Partial Settlement only, the Court hereby affirms its determination in its Notice Order (at ¶ 4) that Utah Retirement Systems is appointed as Class Representative.

6. Notice of the pendency of the Action as a class action and of the proposed Partial Settlement was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Partial Settlement met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 20 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, and constituted the best notice practicable

under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

7. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to all persons and entities who are Settlement Class Members, advising them of the Partial Settlement, and of their right to object thereto, and a full and fair opportunity was accorded to all persons and entities who are Settlement Class Members to be heard with respect to the Partial Settlement. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment Against PwC Greece.

8. The Court has considered the objection(s) to the Partial Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that the objection(s) is/are either without merit and/or is now muted, and is hereby overruled.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Partial Settlement as set forth in the Stipulation, and finds that the Partial Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class Members. This Court further finds that the Partial Settlement set forth in the Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Settling Parties. Accordingly, the Partial Settlement embodied in the Stipulation is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Stipulation.

10. The Court finds and concludes that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil

EXHIBIT B

Procedure in connection with the commencement, maintenance, prosecution, defense and settlement of the Action.

11. The Consolidated Class Action Complaint is hereby dismissed on the merits with prejudice as against the Released Parties only and without costs except for the payments expressly provided for in the Stipulation.

12. Upon the Effective Date of the Partial Settlement, and as provided in the Stipulation, Lead Plaintiff and all other Settlement Class Members shall be deemed to have, and by operation of this Order and Final Judgment Against PwC Greece, shall have fully, finally and forever released, dismissed and forever discharged the Released Claims against the Released Parties (including Unknown Claims), whether or not such Settlement Class Member executes and delivers the Proof of Claim and Release Form or shares in the PwC Greece Net Settlement Fund, with prejudice and on the merits, without costs to any party. Claims to enforce the terms of the Stipulation are not released.

13. Upon the Effective Date of the Partial Settlement, Lead Plaintiff and all other Settlement Class Members, and anyone claiming through or on behalf of any of them, are forever barred and enjoined from commencing, instituting, prosecuting or continuing to prosecute any action or other proceeding in any court of law or equity, arbitration tribunal, administrative forum or other forum of any kind, asserting against any of the Released Parties, and each of them, any of the Settlement Class Members' Released Claims.

14. Upon the Effective Date of the Partial Settlement, the Settling Defendant and each of the other Released Parties shall be deemed to have released, dismissed and forever discharged all Released Parties' Claims against Lead Plaintiff and their respective attorneys, and any other Settlement Class Member.

15. The facts and terms of the Stipulation, including the exhibits thereto, this Order and Final Judgment Against PwC Greece, all negotiations, discussions, drafts and proceedings in connection with the Partial Settlement, and any act performed or document signed in connection with the Partial Settlement:

(a) shall not be offered or received against the Released Parties, Lead Plaintiff or the other members of the Settlement Class as evidence of, or be deemed to be evidence of, any presumption, concession or admission by any of the Released Parties or by Lead Plaintiff or the other members of the Settlement Class with respect to the truth of any fact alleged by Lead Plaintiff or the validity, or lack thereof, of any claim that has been or could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of the Released Parties;

(b) shall not be offered or received against the Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Released Party, or against Lead Plaintiff or any of the other members of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff and the other members of the Settlement Class;

(c) shall not be offered or received against the Released Parties, Lead Plaintiff or the other members of the Settlement Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Stipulation, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may

be necessary to effectuate the provisions of this Stipulation; provided, however, that the Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against the Released Parties, Lead Counsel or Lead Plaintiff or the other members of the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or the other members of the Settlement Class or any of them that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the PwC Greece Settlement Fund.

16. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Final Judgment Against PwC Greece, over: (a) implementation and enforcement of the Partial Settlement; (b) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the PwC Greece Settlement Fund; (c) disposition of the PwC Greece Settlement Fund; (d) hearing and determining Lead Counsel's application for attorneys' fees, costs, interest and expenses, including fees and costs of experts and/or consultants; (e) enforcing and administering this Order and Final Judgment Against PwC Greece; (f) enforcing and administering the Stipulation, including any releases and bar orders executed in connection therewith; and (g) other matters related or ancillary to the foregoing.

18. Any Plan of Allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and reimbursement of costs and expenses application shall in no way disturb or affect this Judgment and shall be considered separate from this Order and Final Judgment Against PwC Greece.

EXHIBIT B

19. In the event that the Partial Settlement does not become effective in accordance with the terms of the Stipulation or in the event that the PwC Greece Settlement Fund, or any portion thereof, is returned to the Settling Defendant or the insurers who paid on their behalf, then this Order and Final Judgment Against PwC Greece shall be rendered null and void to the extent provided by and in accordance with the Stipulation, and shall be vacated to the extent provided by the Stipulation and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation; (b) the fact of the Partial Settlement shall not be admissible in any trial of the Action and the parties to the Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action immediately before August 26, 2021; (c) the certification of the Settlement Class, including the findings in paragraph 4 herein, shall be null and void without further Court action; and (d) the balance of the PwC Greece Settlement Fund, less any Notice and Administration Expenses paid or incurred and less any Taxes and Tax Expenses paid, incurred, or owing, shall be returned in full as provided in the Stipulation.

20. As a material condition of the Partial Settlement, the Court hereby permanently bars, enjoins and restrains as follows: Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains by any means, including without limitation by submitting a Proof of Claim and Release, any disbursement from the PwC Greece Settlement Fund), shall be deemed to have, and by operation of the Order and Final Judgment Against PwC Greece, shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Released Claims (including Unknown Claims) against each and all of the Released Parties, with

EXHIBIT B

prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Released Parties with respect to all such Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (i) any action or other proceeding, in any forum, asserting any Released Claim against any of the Released Parties, or (ii) any appeal of the portion of the Court's March 29, 2021 order dismissing with prejudice the claims asserted in the Action against PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP. ECF No. 293.

21. PwC Greece and each of the other Released Parties shall be deemed to have released, dismissed and forever discharged all Released Parties' Claims against Lead Plaintiff, plaintiff's counsel in the Action and any other Settlement Class Member.

22. As a material condition of the Partial Settlement, the Court hereby permanently bars, enjoins and restrains as follows:

(a) To the fullest extent permitted by law, all Persons, including without limitation Deloitte Certified Public Accountants, S.A., Dimitris Melissanidis and Spyros Gianniotis, shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for contribution, indemnity or otherwise against the Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Released Claims (including Unknown Claims), whether arising under state, federal or foreign law as claims, crossclaims, counterclaims, third-party claims or otherwise, in the Court or any other federal, state or foreign

court, or in any arbitration proceeding, administrative agency proceeding, tribunal or any other proceeding or forum.

(b) If any final verdict or judgment is obtained by Lead Plaintiff or one or more of the other Settlement Class Members, whether individually or on behalf of a class, against one or more of the Non-Settling Defendants or other Person barred from seeking contribution pursuant to this Stipulation (a “Non-Dismissed Defendant Judgment”), said Judgment shall be reduced, to the extent permitted by applicable law, by the greater of (i) the amount that corresponds to the percentage of responsibility attributed to the Released Parties; and (ii) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to the Stipulation.

24. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

23. There is no just reason for delay in the entry of this Order and Final Judgment Against PwC Greece and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit 3

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

) Case No. 1:18-CV-04993 (NRB)
)
)
) Hon. Naomi Reice Buchwald
)
)
)
)
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)
)

**STIPULATION AND AGREEMENT OF PARTIAL SETTLEMENT
WITH DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.**

This Stipulation and Agreement of Partial Settlement (the “Deloitte Greece Stipulation” or the “Deloitte Greece Settlement”) is made and entered into by and among: (a) Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff” or “URS”) (on behalf of itself and each of the Settlement Class Members¹), by and through its counsel of record; and (b) Defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece” or “Settling Defendant”), by and through its counsel of record. This Deloitte Greece Settlement is intended to fully, finally and forever resolve, discharge and settle the Deloitte Greece Released Claims, as against Deloitte Greece (a named defendant in this action) and each of the Deloitte Greece Released Parties (which include two of the Dismissed Defendants, among other persons and entities), subject to the approval of the Court and the terms and conditions set forth in this Deloitte Greece Stipulation. This Deloitte Greece Settlement does not compromise, resolve, discharge or settle any of the claims pending against Dimitris Melisanidis, Spyros Gianniotis, PricewaterhouseCoopers Auditing Company S.A. (“PwC Greece”) or any of the Dismissed Defendants other than Deloitte & Touche LLP (“Deloitte US”) and Deloitte Touche Tohmatsu Limited (“DTTL”).²

WHEREAS:

A. This federal securities fraud class action commenced on June 5, 2018 with the filing of the initial complaint, styled as *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.)

B. By Order dated October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

¹ All capitalized terms not otherwise defined shall have the meanings ascribed to them in ¶ 1, *infra* (Definitions).

² Lead Plaintiff has entered into a separate partial settlement agreement with PwC Greece (the “PwC Greece Settlement”), which is also subject to Court approval.

C. On February 1, 2019, URS filed its Consolidated Class Action Complaint (the “Complaint”) alleging violations of the federal securities laws against certain officers and directors of Aegean Marine Petroleum Network, Inc. (“Aegean”), a now defunct oil bunkering company, PwC Greece, PricewaterhouseCoopers International Limited (“PwCIL”), PricewaterhouseCoopers LLP (“PwC US”), Deloitte Greece, DTTL, and Deloitte US. (ECF No. 81.)

D. In the Spring of 2020, each of the Defendants filed motions to dismiss the claims asserted against them. Of particular note here, on March 6, 2020, Deloitte Greece filed a joint motion to dismiss the Complaint along with one co-Defendant, PwC Greece. (ECF Nos. 187-88.) Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-92).

E. Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51). The Defendants filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

F. On March 29, 2021, the Court issued an order that denied some of the motions and granted others. Of particular note here, the Court denied Deloitte Greece and PwC Greece’s joint motion to dismiss and granted the motions filed by Deloitte US, DTTL, PwC US and PwCIL. (ECF No. 293.)

G. In fall 2021, counsel for Lead Plaintiff and counsel for Deloitte Greece began good-faith negotiations with an eye toward reaching a potential settlement that would release claims against Deloitte Greece and the Deloitte Greece Released Parties.

H. On December 22, 2021, following numerous rounds of negotiations, Lead Counsel and Deloitte Greece's counsel reached an agreement in principle to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece, which settlement would also result in the release of Lead Plaintiff's claims against Deloitte US and DTTL.

I. Deloitte Greece has denied, and continues to deny, that it committed any act or omission giving rise to any liability or violation of law. Specifically, Deloitte Greece has expressly denied, and continues to deny, each and every claim alleged by Lead Plaintiff in the Action against it, along with all charges of wrongdoing or liability against it arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. Deloitte Greece also has denied, and continues to deny, among other allegations, that Lead Plaintiff or the Settlement Class suffered any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action or that could have been alleged in the Action. Deloitte Greece has asserted, and continues to assert, that its conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believes that the evidence supports its position that it acted properly at all times and that the Action is without merit. In addition, Deloitte Greece maintains that it has meritorious defenses to all claims alleged in the Action or that could have been alleged in the Action.

J. As set forth herein, nothing in this Deloitte Greece Stipulation or any other aspect of this Deloitte Greece Stipulation shall be construed or deemed to be evidence of an admission or concession on the part of Deloitte Greece with respect to any claim or of any fault, liability, wrongdoing or damage whatsoever, or any infirmity in the defenses that Deloitte Greece has or could have asserted.

K. Deloitte Greece is entering into this Deloitte Greece Stipulation solely to eliminate the burden and expense of further litigation. Deloitte Greece has determined that it is desirable and beneficial to it that the Action be settled in the manner and upon the terms and conditions set forth in this Deloitte Greece Stipulation.

L. Lead Plaintiff and its counsel believe that the claims asserted in the Action against Deloitte Greece have merit and that the evidence developed to date supports those claims. However, Lead Plaintiff and its counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against Deloitte Greece through trial and through appeals.

M. Lead Plaintiff believes that the investigation it has undertaken, together with its analysis of the potential outcome of this litigation, provides an adequate and satisfactory basis for the Deloitte Greece Settlement upon the terms herein. Lead Plaintiff and its counsel also have taken into account the uncertain outcome and the risk of any litigation, especially in complex actions such as this Action, which involves discovery overseas, as well as the difficulties and delays inherent in such litigation. Lead Plaintiff and its counsel are also mindful of the inherent problems of proof under, and possible defenses to, the securities law violations asserted in the Action against Deloitte Greece.

N. Based on their evaluation, Lead Plaintiff and its counsel believe that the Deloitte Greece Settlement set forth in this Deloitte Greece Stipulation confers substantial benefits upon the Settlement Class and have concluded that the terms and conditions of this Deloitte Greece Stipulation are fair, reasonable and adequate to Lead Plaintiff and the Settlement Class as well as in their best interests.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Lead Plaintiff (for itself and the Settlement Class Members) and Deloitte Greece, by and through their counsel or attorneys of record, that, subject to the approval of the Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Action and the Deloitte Greece Released Claims shall be finally and fully compromised, settled and released, and the Action shall be dismissed with prejudice as to Deloitte Greece, with an Order and Final Judgment Regarding Deloitte Greece to be entered releasing claims against Deloitte Greece, DTTL and Deloitte US, upon and subject to the terms and conditions of this Deloitte Greece Stipulation, as follows.

1. Definitions

As used in this Deloitte Greece Stipulation the following terms have the meanings specified below:

1.1. “Action” means the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB).

1.2. “Aegean Bankruptcy” means the Chapter 11 case commenced on November 6, 2018 in the Southern District of New York, Case No. 18-13374 (MEW), including all of the adversary proceedings filed in connection with that case, all orders entered in connection with that case including, but not limited to, the operative disclosure statement and confirmed joint plan of reorganization of Aegean and its jointly administered debtor affiliates.

1.3. “Claims Administrator” means the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential Settlement Class Members and to administer the Deloitte Greece Settlement.

1.4. “Complaint” means the Consolidated Class Action Complaint filed in this Action on February 1, 2019. (ECF No. 81.)

1.5. “Court” means the United States District Court for the Southern District of New York.

1.6. “Defendants” means the Settling Defendant, Dimitris Melisanidis, Spyros Gianniotis and PwC Greece.

1.7. “Deloitte Greece” or “Settling Defendant” means Defendant Deloitte Certified Public Accountants, S.A.

1.8. “Deloitte Greece Authorized Claimant” means any Settlement Class Member who has submitted a timely and valid Proof of Claim and Release form to the Claims Administrator and is entitled to a distribution from the Deloitte Greece Net Settlement Fund pursuant to the Deloitte Greece Plan of Allocation, as ordered by the Court.

1.9. “Deloitte Greece Net Settlement Fund” means the Deloitte Greece Settlement Fund less: (a) any Taxes; (b) any Notice and Administration Costs; (c) any attorneys’ fees or reimbursement of Litigation Expenses awarded by the Court; and (d) other costs, expenses or amounts as may be approved by the Court.

1.10. “Deloitte Greece Plan of Allocation” as further defined in the Notice, means the proposed plan of allocation of the Deloitte Greece Net Settlement Fund set forth in the Notice, or such other plan of allocation as the Court shall approve, whereby the Deloitte Greece Net Settlement Fund shall be distributed to Deloitte Greece Authorized Claimants.

1.11. “Deloitte Greece Preliminary Approval Order” means the order (substantially in the form attached hereto as Exhibit A) to be entered by the Court preliminarily approving the Deloitte Greece Settlement and directing that Notice be provided to the Settlement Class.

1.12. “Deloitte Greece Released Claims” means any and all claims, counterclaims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, injuries, losses, remedies,

fees, expenses, costs, accountings, obligations, judgments, and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or non-U.S. law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against Deloitte Greece, DTTL or Deloitte US, or that could or might have been asserted against Deloitte Greece, DTTL or Deloitte US as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates) in any federal, state, common, arbitral, administrative or non-U.S. court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint including, but not limited to, any audits or reviews of Aegean financial statements by Deloitte Greece or any services of any kind provided to Aegean by Deloitte Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the

Settlement Class Period. “Deloitte Greece Released Claims” do not include: (a) claims to enforce the Deloitte Greece Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, PwC Greece or any Dismissed Defendants other than DTTL and Deloitte US; and/or (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

1.13. “Deloitte Greece Released Party” or “Deloitte Greece Released Parties” means Deloitte Greece, DTTL and Deloitte US, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates acting in said capacity); and each and all of the foregoing entities’ respective past, present and future representatives, insurers, co-insurers, re-insurers, predecessors, successors, assignors, assigns, agents, advisors, heirs, executors, estates trustees, administrators, fiduciaries, consultants, contractors, partners, principals, members, directors, boards and board members, officers, officials, shareholders, employees, subsidiaries, parents, affiliates, divisions, offices, owned or controlled entities and persons, and attorneys (including Deloitte Greece’s Counsel, counsel for DTTL and counsel for Deloitte US).

1.14. “Deloitte Greece Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal,

state, common or non-U.S. law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the Deloitte Greece Released Party or Deloitte Greece Released Parties, except for claims relating to the enforcement of the Deloitte Greece Settlement, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

1.15. “Deloitte Greece Settlement” means the resolution of the Action as it pertains to Deloitte Greece in accordance with the terms and provisions of this Deloitte Greece Stipulation.

1.16. “Deloitte Greece Settlement Amount” means \$14.9 million in cash to be paid by check or wire transfer to the Escrow Agent pursuant to ¶ 4.2 of this Deloitte Greece Stipulation.

1.17. “Deloitte Greece Settlement Fund” means the Deloitte Greece Settlement Amount plus all interest and accretions thereto.

1.18. “Deloitte Greece’s Counsel” means Orrick, Herrington & Sutcliffe LLP.

1.19. “Dismissed Defendants” means E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, DTTL, Deloitte US, PwCIL and PwC US.

1.20. “Distribution Order” means an order entered by the Court authorizing and directing that the Deloitte Greece Net Settlement Fund be distributed, in whole or in part, to Deloitte Greece Authorized Claimants.

1.21. “Effective Date,” or the date upon which this Deloitte Greece Settlement becomes “effective,” means three (3) business days after the date by which all of the events and conditions specified in ¶ 14.1 of the Deloitte Greece Stipulation have been met and have occurred.

1.22. “Escrow Account” means an escrow account maintained by the Escrow Agent into which the Deloitte Greece Settlement Amount shall be deposited.

1.23. “Escrow Agent” means Western Alliance Bank.

1.24. “Final” when referring to an order or judgment means the expiration of any time for appeal or review of the Order and Final Judgment Regarding Deloitte Greece or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Deloitte Greece is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired.

1.25. “Final Approval Hearing” means the hearing set by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider final approval of the Deloitte Greece Settlement.

1.26. “Lead Counsel” means Berman Tabacco.

1.27. “Lead Plaintiff” means Utah Retirement Systems.

1.28. “Litigation Expense Fund” means a fund of up to \$2 million from the Escrow Account, which Lead Counsel may use to defray current and future litigation expenses, including necessary expenses and expert fees, of prosecuting claims asserted against any other defendant in this Action.

1.29. “Litigation Expenses” means the reasonable costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for reimbursement from the Deloitte Greece Settlement Fund.

1.30. “Litigation Trustee” means Peter Kravitz or his successor(s), if any, who is the Trustee of the Aegean Litigation Trust established by the confirmed Plan of Reorganization in the jointly administered Aegean Bankruptcy.

1.31. “Notice” means the Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing for the Partial Settlements, Plans of Allocation, Motion for Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (substantially in the form attached hereto as Exhibit A-1), which is to be sent to members of the Settlement Class.

1.32. “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in connection with (a) providing notice to the Settlement Class; and (b) administering the Deloitte Greece claims process.

1.33. “Order and Final Judgment Regarding Deloitte Greece” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of this Deloitte Greece Settlement, substantially in the form of Exhibit B attached hereto.

1.34. “Person” means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

1.35. “Proof of Claim and Release” means the Proof of Claim and Release form for submitting a claim for this Deloitte Greece Settlement, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-2.

1.36. “Regulatory or Governmental Agency” or “Regulatory or Governmental Agencies” means any local, state, provincial, regional or national regulatory, governmental or quasi-governmental agency or body that was authorized, is authorized or will be authorized to enforce laws and regulations concerning the allegations at issue in this Action, including, but not limited to, U.S. authorities (including, without limitation, the U.S. Department of Justice, the Public

Company Accounting Oversight Board (“PCAOB”), the U.S. Securities and Exchange Commission (“SEC”) and the New York State Department of Financial Services), and any non-U.S. authority (including, without limitation, the Hellenic Capital Market Commission, the Bank of Greece, the courts of the Hellenic Republic, the courts of the Republic of the Marshall Islands, the courts of the Republic of Cyprus and the court of Luxembourg, and their predecessors or successors).

1.37. “Settlement Class” or “Class” means all Persons who purchased or otherwise acquired Aegean securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

1.38. “Settlement Class Member” or “Member of the Settlement Class” means a Person who falls within the definition of the Settlement Class as set forth in ¶ 1.37 above.

1.39. “Settlement Class Period” means the period from February 27, 2014 through November 5, 2018, inclusive.

1.40. “Settling Parties” means, collectively, (a) Deloitte Greece; and (b) Lead Plaintiff, on behalf of itself and the Settlement Class.

1.41. “Summary Notice” means the Summary Notice (substantially in the form attached hereto as Exhibit A-3) to be published as set forth in the Deloitte Greece Preliminary Approval Order.

1.42. “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state and federal taxes.

1.43. “Unknown Claims” means any and all Deloitte Greece Released Claims or Deloitte Greece Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Deloitte Greece Released Parties does not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Deloitte Greece Released Parties, the Settlement Class Members or the Settling Parties, or might have affected his, her or its decision(s) with respect to the Deloitte Greece Settlement, the Deloitte Greece Released Claims or the Deloitte Greece Released Parties’ Claims, including his, her or its decision to object or not object to this Deloitte Greece Settlement. With respect to any and all Deloitte Greece Released Claims and the Deloitte Greece Released Parties’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Deloitte Greece Settlement, Lead Plaintiff and Deloitte Greece shall expressly waive, and each of the other Settlement Class Members and the Deloitte Greece Released Parties shall be deemed to have waived and by operation of the Order and Final Judgment Regarding Deloitte Greece shall have

expressly waived to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law or non-U.S. law, which is similar, comparable or equivalent to California Civil Code § 1542, 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.

The Settling Parties and Deloitte Greece Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Deloitte Greece Released Claims and Deloitte Greece Released Parties' Claims, but the Settling Parties and Deloitte Greece Released Parties expressly, fully, finally and forever settle and release, and each Deloitte Greece Released Party, Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Order and Final Judgment Regarding Deloitte Greece, shall have settled and released, fully, finally and forever, any and all Deloitte Greece Released Claims and Deloitte Greece Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Deloitte Greece acknowledge, and each of the other Settlement Class Members and Deloitte Greece Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Deloitte Greece Settlement.

2. Certification of Settlement Class

2.1. The Settling Parties hereby stipulate to the certification of the Settlement Class, pursuant to Rule 23(b)(3) of the Federal Rules of Civil Procedure, solely for the purpose of

effectuating this Deloitte Greece Stipulation and the Deloitte Greece Settlement set forth herein. For purposes of this Deloitte Greece Stipulation and Deloitte Greece Settlement only, the Settling Parties stipulate to (a) the certification, for settlement purposes only, of a Settlement Class (as defined in ¶ 1.37 herein), pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure; (b) the appointment of Lead Plaintiff as the class representative for the Settlement Class; and (c) the appointment of Lead Counsel as counsel to the Settlement Class.

2.2. If the Deloitte Greece Stipulation is not approved by the Court or terminated pursuant to its terms or if the Effective Date does not occur for any reason, the certification of the Settlement Class shall be automatically vacated, and Deloitte Greece shall retain all rights to (a) object to and oppose class certification, or (b) challenge the standing of Lead Plaintiff or any other intervening plaintiff. This Deloitte Greece Stipulation and any motion or other papers filed in support of its approval shall not be offered as evidence of any agreement, admission or concession that any class should be or remain certified in the Action or that Lead Plaintiff or any other intervening plaintiff has standing or any legal right to represent any class. This provision survives termination of this Deloitte Greece Stipulation.

3. Scope and Effect of Deloitte Greece Settlement (Releases)

3.1. The obligations incurred pursuant to this Deloitte Greece Stipulation shall be in full and final disposition of the Action as against Deloitte Greece and any and all Deloitte Greece Released Claims (including Unknown Claims) as against all Deloitte Greece Released Parties.

3.2. The Proof of Claim and Release to be executed by Deloitte Greece Authorized Claimants shall release all Deloitte Greece Released Claims (including Unknown Claims) against all Deloitte Greece Released Parties and shall be substantially in the form attached hereto as Exhibit A-2.

3.3. Upon the Effective Date of this Deloitte Greece Settlement, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Member ever seeks or obtains any disbursement from the Deloitte Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release form), shall be deemed to have, and by operation of the Order and Final Judgment Regarding Deloitte Greece shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte US or DTTL with prejudice. (ECF No. 293.)

3.4. Upon the Effective Date of this Deloitte Greece Settlement, Deloitte Greece and each of the other Deloitte Greece Released Parties shall be deemed to have released, dismissed and forever discharged all Deloitte Greece Released Parties' Claims against Lead Plaintiff, Lead Counsel and any other Settlement Class Member.

4. The Deloitte Greece Settlement Consideration

4.1. In full settlement of the claims asserted in the Action against Deloitte Greece and in consideration of the releases set forth herein, Deloitte Greece shall (a) pay the Deloitte Greece Settlement Amount; and (b) produce certain requested materials as set forth below.

Cash Consideration

4.2. Deloitte Greece shall cause the Deloitte Greece Settlement Amount to be deposited into the Escrow Account on or before thirty (30) calendar days after the later of: (a) the entry of the Deloitte Greece Preliminary Approval Order, as defined in ¶ 1.11 herein, or (b) the provision to Deloitte Greece of all information necessary to effectuate a transfer of funds by check or wire transfer, including payment instructions and a signed W-9 reflecting the taxpayer identification number for the Deloitte Greece Settlement Fund. Any interest earned on the Deloitte Greece Settlement Fund pursuant to this paragraph shall be for the benefit of the Settlement Class if the Deloitte Greece Settlement becomes Final.

4.3. Other than the obligation of Deloitte Greece to pay or cause to be paid the Deloitte Greece Settlement Amount pursuant to ¶ 4.2 above, Deloitte Greece shall have no obligation to make any other cash payment into the Deloitte Greece Settlement Fund pursuant to this Deloitte Greece Stipulation.

4.4. In the event that this Deloitte Greece Stipulation is not approved, that this Deloitte Greece Stipulation is terminated or canceled, or that the Effective Date otherwise fails to occur for any reason, the Deloitte Greece Settlement Fund (less Notice and Administration Costs and Taxes or Tax Expenses (defined below) paid, incurred or due and owing in connection with the Deloitte

Greece Settlement provided for herein) shall be refunded pursuant to written instructions from Deloitte Greece's Counsel in accordance with Section 14 herein.

Production of Materials

4.5. Deloitte Greece shall produce certain materials requested by Lead Counsel for use in the Action, as provided for and defined below. Such efforts shall be coordinated in such a manner so that all unnecessary duplication and expense is avoided and with a view towards minimizing unnecessary burdens and costs to Deloitte Greece in connection with collecting, reviewing, and producing documents and data. For the avoidance of doubt, no Deloitte Greece Released Parties other than Deloitte Greece shall have any production obligations under this Settlement.

4.6. **Documents.** Deloitte Greece will produce to Lead Counsel the following materials and information within 15 days after entry of the Order and Final Judgment Regarding Deloitte Greece as follows (the "Materials"), which the Settling Parties acknowledge would be subject to mandatory production as part of discovery overseen by the Court in the absence of this Deloitte Greece Settlement:

- (a) The complete and final set of audit documentation assembled for retention in connection with Deloitte Greece's integrated audit of the consolidated financial statements and internal control over financial reporting of Aegean for the fiscal year ended December 31, 2015, which documents have been redacted and produced to a Regulatory or Governmental Agency and the complete and final set of audit documentation assembled for retention in connection with any other integrated audits by Deloitte Greece of Aegean's consolidated financial statements and

internal control over financial reporting conducted during the Settlement Class Period that Lead Plaintiffs may request (the “Produced Documents”).

- (b) The Produced Documents shall be produced with the redactions made in the production to the Regulatory or Governmental Agency, which Deloitte Greece undertook for the sole purpose of ensuring compliance with the requirements of the European Union’s General Data Protection Regulation (“GDPR”) as well as Greek law or other applicable data protection rules, regulations or laws. No further redactions beyond those made in the production to the Regulatory or Governmental Agency shall be made.
- (c) While Lead Plaintiff is in no way suggesting that it agrees that the GDPR protects the redacted information, for the limited purpose of this Deloitte Greece Stipulation and Deloitte Greece Settlement with Deloitte Greece, Lead Plaintiff acknowledges and agrees not to object to such redactions previously made in the Produced Documents.
- (d) Deloitte Greece will produce the documents as searchable TIFF images, with all original metadata. The Settling Parties shall meet and confer to discuss the specifics of the form of production.
- (e) For the avoidance of doubt, Deloitte Greece shall not be required to produce any other information, materials or documents as a condition of this Deloitte Greece Settlement.
- (f) For the avoidance of doubt, Deloitte Greece’s production of the Produced Documents, or any other Materials, or any other documents, materials, or information in this Action (including productions as a non-party), is not intended

to waive, does not waive, shall not constitute a waiver, and shall not be treated as a waiver of, any rights or privileges established under Section 105 of the Sarbanes-Oxley Act of 2002.

4.7. **Authentication.** Deloitte Greece agrees to provide Lead Plaintiff with an affidavit, certification or other appropriate document necessary to authenticate the Materials and establish their status as business records. Deloitte Greece will confer with Lead Counsel on the form and substance of the affidavit, certification or other documentation. Lead Plaintiff agrees to use its best efforts to introduce or admit the Materials without requiring live testimony. If, notwithstanding Lead Plaintiff's best efforts, Lead Plaintiff determines that live testimony is required to authenticate the Materials and establish them as business records, Lead Plaintiff will explain in writing why an affidavit, certification or other documentation is not sufficient to introduce or admit the documents into evidence as business records for summary judgment or trial. Deloitte Greece will then confer with Lead Plaintiff and provide testimony, if required, to authenticate the Produced Documents and establish them as business records. In any event, and regardless of any determination by Lead Plaintiff, if the Court states that it will not, or declines to, accept such written affidavit, certification or other documentation without live testimony, then Deloitte Greece shall make such witness available for deposition prior to summary judgment and/or trial. Any such deposition shall take place in Greece or via video-conferencing software such as Zoom or any other video-conferencing software agreed upon by the Settling Parties, at Deloitte Greece's option.

4.8. For the avoidance of doubt, neither Deloitte Greece nor its employees (or former employees) shall be required under the provisions of ¶ 4.7 to this Deloitte Greece Settlement to

provide any testimony beyond that required to authenticate the Produced Documents as business records.

4.9. For avoidance of doubt, nothing in this Deloitte Greece Stipulation, including the terms set forth in this Section 4, shall restrict or prohibit Lead Plaintiff from serving Deloitte Greece with legal process for documents, electronically stored information or tangible things in Deloitte Greece's possession, custody or control, or to command witnesses to attend and testify at deposition pursuant to Rule 45 of the Federal Rules of Civil Procedure for the purpose of obtaining discovery from Deloitte Greece as a non-party to the Action.

4.10. Deloitte Greece acknowledges that the terms in ¶¶ 4.6 and 4.7 of this Deloitte Greece Stipulation comprise part of the consideration provided by Deloitte Greece under this Deloitte Greece Stipulation and further agrees that, should the Court determine that Deloitte Greece has affirmatively refused to comply with a reasonable request by Lead Plaintiff and Lead Counsel, properly made under the terms of this Deloitte Greece Stipulation, the Court may order Deloitte Greece to comply with the terms of this Deloitte Greece Stipulation and provide the information required under ¶ 4.6 of this Deloitte Greece Stipulation.

4.11. From this date through the final conclusion of the Action against all other Defendants, including such time as after this Deloitte Greece Settlement becomes Final, Deloitte Greece agrees to authorize its counsel at Orrick, Herrington & Sutcliffe, LLP to accept service of process of discovery contemplated in ¶ 4.9. For the avoidance of doubt, Deloitte Greece agrees to authorize Orrick, Herrington & Sutcliffe, LLP to accept service of process solely for notice purposes but reserves all other rights to object to the propriety and enforceability of any document or testimonial subpoena, including jurisdictional, procedural and other objections based on U.S., European, Greek or other applicable law or treaty obligations.

4.12. Lead Counsel agrees to use any and all of the information and documents obtained from Deloitte Greece (including the Materials) only for the purpose of the Action and agrees to be bound by the terms of this Deloitte Greece Settlement and the November 17, 2021 Protective Order entered in the Action. (ECF No. 336.) For the avoidance of doubt, Lead Counsel expressly agrees that the documents, materials and/or information provided by Deloitte Greece, including without limitation oral presentations, may be used directly or indirectly by Lead Counsel solely in connection with the prosecution of the Action, but not used directly or indirectly by any Person for the institution or prosecution of any other action or proceeding against any Deloitte Greece Released Party or for any other purpose whatsoever, including, but not limited to, actions or proceedings in jurisdictions outside the United States.

5. Contribution Bar Order

5.1. The Settling Parties shall request that the Court enter a Contribution Bar Order in the Order and Final Judgment Regarding Deloitte Greece as follows: To the fullest extent permitted by law, all Persons, including without limitation PwC Greece, Dimitris Melisanidis and Spyros Gianniotis, shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for contribution, indemnity or otherwise against the Deloitte Greece Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Deloitte Greece Released Claims (including Unknown Claims), whether arising under state, federal or non-U.S. law as claims, crossclaims, counterclaims, third-party claims or otherwise, in the Court or any other federal, state or non-U.S. court, or in any arbitration proceeding, administrative agency proceeding, tribunal or any other proceeding or forum. The

foregoing text (beginning with the colon) shall be referred to herein as the “Bar Order.” The proposed Order and Final Judgment Regarding Deloitte Greece will include a reciprocal order equal in scope to that contemplated in this ¶ 5.1 enjoining the Deloitte Greece Released Parties from bringing claims against Melisanidis, Gianniotis or PwC Greece.

5.2. Any final verdict or judgment that may be obtained by Lead Plaintiff or one or more of the other Settlement Class Members, whether individually or on behalf of a class, against one or more of the non-settling defendants or other Person barred from seeking contribution pursuant to this Deloitte Greece Stipulation (a “Non-Dismissed Defendant Judgment”) shall be reduced, to the extent permitted by applicable law, by the greater of (a) the amount that corresponds to the percentage of responsibility attributed to the Deloitte Greece Released Parties under the Non-Dismissed Defendant Judgment; and (b) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to this Deloitte Greece Stipulation.

6. Use of the Deloitte Greece Settlement Fund

6.1. The Deloitte Greece Settlement Fund shall be applied as follows:

- (a) to pay all Notice and Administration Costs;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay attorneys’ fees and reimbursement of expenses of counsel for the Lead Plaintiff (the “Fee and Expense Award”), if and to the extent allowed by the Court;
- (d) to pay the time and expenses of Lead Plaintiff, if and to the extent allowed by the Court;

- (e) after the Effective Date, to distribute the Deloitte Greece Net Settlement Fund to Deloitte Greece Authorized Claimants as allowed by this Deloitte Greece Stipulation, or the Court; and
- (f) any other costs, expenses or amounts approved by the Court.

In no event shall the Deloitte Greece Released Parties bear any further or additional responsibility for any such costs or expenses beyond payment of the Deloitte Greece Settlement Amount.

6.2. After the Deloitte Greece Settlement becomes Final, the Deloitte Greece Net Settlement Fund will be distributed in accordance with the Deloitte Greece Plan of Allocation, subject to Court approval.

6.3. Except as provided herein or pursuant to orders of the Court, the Deloitte Greece Net Settlement Fund shall remain in the Escrow Account prior to the distribution. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Deloitte Greece Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account in instruments or accounts back by the full faith and credit of the United States Government or an agency thereof, including a U.S. Treasury Fund or a bank account that is either (a) fully insured by the Federal Deposit Issuance Corporation (“FDIC”) or (b) secured by instruments backs by the full faith and credit of the United States Government. The Escrow Agent shall collect and reinvest all interest accrued thereon. The Escrow Agent shall reinvest the proceeds of these instruments or accounts as they mature in similar instruments at their then-current market rates.

7. Taxes

7.1. The parties hereto agree that the Deloitte Greece Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1. In addition, the

Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this Deloitte Greece Stipulation, including the “relation-back election” (as defined in Treas. Reg. §1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

7.2. For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” shall be the Escrow Agent. The Escrow Agent shall timely and properly cause to be filed all informational and other tax returns necessary or advisable with respect to the Deloitte Greece Settlement Fund (including, without limitation, the returns described in Treas. Reg. §1.468B-2(k)). Such returns (as well as the election described in ¶ 7.1 hereof) shall be consistent with ¶ 7.1 and in all events shall reflect that all Taxes (including any estimated Taxes, interest or penalties) on the income earned by the Deloitte Greece Settlement Fund shall be paid out of the Deloitte Greece Settlement Fund as provided in ¶ 7.3 hereof.

7.3. All (a) Taxes (including any estimated Taxes, interest or penalties) arising with respect to the income earned by the Deloitte Greece Settlement Fund, including any Taxes or Tax detriments that may be imposed upon the Deloitte Greece Released Parties or their counsel with respect to any income earned by the Deloitte Greece Settlement Fund for any period during which the Deloitte Greece Settlement Fund does not qualify as a “qualified settlement fund” for federal or state income tax purposes, and (b) expenses and costs incurred in connection with the operation and implementation of this ¶ 7.3 (including, without limitation, expenses of tax attorneys and/or

accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this ¶ 7.3) (“Tax Expenses”), shall be paid out of the Deloitte Greece Settlement Fund. In all events, the Deloitte Greece Released Parties and their counsel shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses. The Deloitte Greece Settlement Fund shall indemnify and hold each of the Deloitte Greece Released Parties and their counsel harmless for Taxes and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Deloitte Greece Settlement Fund and shall be timely paid by the Escrow Agent out of the Deloitte Greece Settlement Fund without prior order from the Court and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Deloitte Greece Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(1)(2)). Neither the Deloitte Greece Released Parties nor their counsel are responsible for, nor shall they have any liability for, any Taxes or Tax Expenses. The Settling Parties hereto agree to cooperate with the Escrow Agent, each other, their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 7.3.

7.4. This is not a claims-made settlement. As of the Effective Date, Deloitte Greece, and/or any other Person funding the Settlement on its behalf, shall not have any right to the return of the Deloitte Greece Settlement Fund or any portion thereof irrespective of the number of Proof of Claim and Release forms filed, the collective amount of losses of Deloitte Greece Authorized Claimants, the percentage of recovery of losses or the amounts to be paid to Deloitte Greece Authorized Claimants from the Deloitte Greece Net Settlement Fund. If any portion of the Deloitte

Greece Net Settlement Fund remains following distribution pursuant to Section 6 and is of such an amount that, in the discretion of Lead Counsel, it is not cost effective or efficient to redistribute the amount to the Settlement Class, then such remaining funds, after payment of any further Notice and Administration Costs and Taxes and Tax Expenses, shall be donated to a non-profit charitable organization selected by Lead Plaintiff and approved by the Court.

7.5. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court until such time as such funds shall be distributed pursuant to this Deloitte Greece Stipulation and/or further order(s) of the Court. Prior to the Effective Date, Counsel may pay up to \$300,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court. In the event that the Deloitte Greece Settlement is terminated pursuant to the terms of this Deloitte Greece Stipulation, all Notice and Administration Costs properly paid or incurred, including any related fees, shall not be returned or repaid to the Settling Defendant or to any insurer or other Person who paid any portion of the Deloitte Greece Settlement Fund. The finality of the Deloitte Greece Settlement shall not be conditioned on any ruling by the Court concerning the Deloitte Greece Plan of Allocation or any award of attorneys' fees or

reimbursement of litigation expenses. Any order or proceeding relating to a request for approval of the Deloitte Greece Plan of Allocation, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate the Deloitte Greece Settlement or affect or delay the Effective Date or the effectiveness or finality of the Order and Final Judgment Regarding Deloitte Greece and the release of the Deloitte Greece Released Claims. There shall be no distribution of any of the Deloitte Greece Settlement Fund to any Settlement Class Member until the Deloitte Greece Plan of Allocation is finally approved and such order of approval is affirmed on appeal and/or is no longer subject to review by appeal or certiorari, and the time for any petition for rehearing, appeal, or review, by certiorari or otherwise, has expired.

8. Lead Counsel's Attorneys' Fees and Litigation Expenses

8.1. Lead Counsel shall apply to the Court for an award from the Deloitte Greece Settlement Fund of (i) attorneys' fees, plus interest; and (i) reimbursement of Litigation Expenses from the Deloitte Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 78u-4(a)(4).

8.2. With the sole exception of Deloitte Greece's obligation to pay the Deloitte Greece Settlement Amount, neither Deloitte Greece nor any of the Deloitte Greece Released Parties shall have any responsibility for, and/or liability with respect to, the attorneys' fees or reimbursement of Litigation Expenses that the Court may award in the Action.

8.3. The procedure for and amounts of any award of attorneys' fees and Litigation Expenses, and the allowance or disallowance by the Court thereof, shall not be a condition of the Deloitte Greece Settlement. Lead Counsel shall request that its application for an award of attorneys' fees and reimbursement of Litigation Expenses be considered by the Court separately from the Court's consideration of the fairness and adequacy of the Deloitte Greece Settlement. Any order or proceedings relating to such request, or any appeal from any order relating thereto or

reversal or modification thereof, shall not operate to terminate the Deloitte Greece Settlement or affect the release of the Deloitte Greece Released Claims or the Deloitte Greece Released Parties' Claims. The finality of the Deloitte Greece Settlement shall not be conditioned on any ruling by the Court concerning Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses.

8.4. The attorneys' fees and reimbursement of Litigation Expenses, as awarded by the Court, shall be paid to Lead Counsel from the Escrow Account immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Deloitte Greece Settlement or any part thereof. If the Deloitte Greece Settlement is terminated for any reason or if, as a result of any appeal or further proceedings on remand or successful collateral attack, the award of attorneys' fees and/or reimbursement of Litigation Expenses and/or any award to pay the costs and expenses of Lead Plaintiff is reduced or reversed, then, no later than twenty (20) business days after receiving from Deloitte's Counsel or from a court of appropriate jurisdiction notice of the termination of the Deloitte Greece Settlement or notice of any reduction of the award of attorneys' fees and/or reimbursement of Litigation Expenses and/or an award to pay the costs and expenses of Lead Plaintiff, Lead Counsel shall refund to the Deloitte Greece Settlement Fund all fees and Litigation Expenses and/or any award to pay the costs and expenses of Lead Plaintiff previously paid to them from the Deloitte Greece Settlement Fund in an amount consistent with the reversal or modification, plus interest earned thereon, less any Taxes paid or that have accrued and will be payable at some later date with respect to such income, and less reasonable Notice and Administration Costs already incurred that either have been actually and properly paid or are due and owing pursuant to ¶ 6.1 herein.

8.5. Upon Final Approval of this Deloitte Greece Settlement, Lead Plaintiff may, without objection from Deloitte Greece Greece, but subject to prior Court approval, withdraw up to \$2 million from the Escrow Account to defray current and future litigation expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants (“Litigation Expense Fund”).

9. Claims Administration

9.1. The Claims Administrator, subject to the supervision, direction and approval of Lead Counsel and the Court, shall administer and calculate the Proof of Claim and Release forms submitted by Settlement Class Members, oversee distribution of the Deloitte Greece Net Settlement Fund and perform all claims administration procedures necessary or appropriate in connection therewith. Neither Deloitte Greece nor any Deloitte Greece Released Party shall have any liability, obligation or responsibility for the Notice, administration or processing of claims or of the Deloitte Greece Settlement or disbursement of the Deloitte Greece Net Settlement Fund including, without limitation, determinations as to the validity of any Proof of Claim and Release, the amounts of claims, distributions of the Deloitte Greece Settlement Fund or any loss incurred by the Escrow Agent or the Claims Administrator. Deloitte Greece shall cooperate in the administration of the Deloitte Greece Settlement to the extent reasonably necessary to effectuate its terms.

9.2. Lead Counsel shall cause the Claims Administrator to mail the Notice and Proof of Claim and Release to those Settlement Class Members who may be identified through reasonable effort. Lead Counsel will cause the Summary Notice to be published pursuant to the terms of the Deloitte Greece Preliminary Approval Order or whatever other form or manner might be ordered by the Court.

9.3. The Claims Administrator shall receive the Proof of Claim and Release forms and administer them according to a Deloitte Greece Plan of Allocation approved by this Court.

9.4. The future allocation of the Deloitte Greece Net Settlement Fund among Deloitte Greece Authorized Claimants is a matter separate and apart from the proposed Deloitte Greece Settlement between the Lead Plaintiff and Deloitte Greece, and any decision by the Court concerning the Deloitte Greece Plan of Allocation shall not affect the validity or finality of the proposed Deloitte Greece Settlement. The Deloitte Greece Plan of Allocation is not a necessary term of this Deloitte Greece Stipulation, and it is not a condition of this Deloitte Greece Stipulation that any particular plan of allocation be approved by the Court. Lead Plaintiff and Lead Counsel may not cancel or terminate the Deloitte Greece Settlement based on this Court's or any appellate court's ruling with respect to the Deloitte Greece Plan of Allocation or any plan of allocation in this Action.

9.5. Any Class Member who does not timely submit a valid Proof of Claim and Release at the time later set by the Court will not be entitled to receive any distribution from the Deloitte Greece Net Settlement Fund but will nevertheless be bound by all of the terms of the Deloitte Greece Settlement, including the terms of the Order and Final Judgment Regarding Deloitte Greece to be entered in the Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action, claim or other proceeding of any kind against any Deloitte Greece Released Party concerning any Deloitte Greece Released Claim.

9.6. Lead Counsel shall be responsible for supervising the administration of the Deloitte Greece Settlement and disbursement of the Deloitte Greece Net Settlement Fund. Neither Deloitte Greece nor any other Deloitte Greece Released Party shall have any liability, obligation or responsibility whatsoever for the administration of the Deloitte Greece Settlement or disbursement

of the Deloitte Greece Net Settlement Fund, nor shall Deloitte Greece object to the Deloitte Greece Plan of Allocation proposed by Lead Plaintiff. Neither Deloitte Greece nor any other Deloitte Greece Released Party shall be permitted to review, contest or object to any Proof of Claim and Release or any decision of the Claims Administrator or Lead Counsel with respect to accepting or rejecting any Proof of Claim and Release or claim for payment by a Class Member.

9.7. Lead Counsel will apply to the Court, with reasonable notice to the Settling Defendant, for a Distribution Order, *inter alia*: (a) approving the Claims Administrator's administrative determinations concerning the acceptance and rejection of any Proof of Claim and Release submitted; (b) approving payment of any outstanding Notice and Administration Costs associated with the administration of the Settlement from the Escrow Account; and (c) if the conditions set forth in Section 6 above have occurred, directing payment of the Deloitte Greece Net Settlement Fund to Deloitte Greece Authorized Claimants.

9.8. Payment pursuant to a Distribution Order shall be final and conclusive against any and all Settlement Class Members. All Settlement Class Members whose claims are not approved by the Court shall be barred from participating in distributions from the Deloitte Greece Net Settlement Fund, but otherwise shall be bound by all of the terms of this Deloitte Greece Stipulation and the Deloitte Greece Settlement, including the terms of the Order and Final Judgment Regarding Deloitte Greece to be entered in this Action and the releases provided for therein, and will be permanently barred and enjoined from bringing any action against any and all Deloitte Greece Released Parties concerning any and all of the Deloitte Greece Released Claims.

9.9. All proceedings with respect to the administration, processing and determination of claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of claims, shall be subject to the jurisdiction of the Court.

10. Requests for Exclusion

10.1. A Settlement Class Member requesting exclusion from the Settlement Class shall be requested to provide the following information to the Claims Administrator: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the person or entity wishes to be excluded from the Settlement Class. Any request for exclusion must also be signed by the person or entity requesting exclusion. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this paragraph shall be bound by the Deloitte Greece Settlement, including the releases. Lead Plaintiff shall request that the deadline for submitting requests for exclusion be 21 calendar days prior to the Final Approval Hearing.

10.2. The Claims Administrator shall scan and send electronically copies of all requests for exclusion in PDF format (or such other format as shall be agreed) to Deloitte Greece's Counsel and to Lead Counsel expeditiously and, in any event, not more than three (3) business days after the Claims Administrator receives such a request. As part of the motion papers in support of the Deloitte Greece Settlement of the Action, Lead Counsel will cause to be provided a list of all the persons who have requested exclusion from the Settlement Class, and shall cause to be certified that all requests for exclusion received by the Claims Administrator have been copied and provided to Deloitte Greece's Counsel.

10.3. All Persons who submit valid and timely requests for exclusion in the manner set forth in the Notice shall have no rights under the Deloitte Greece Stipulation, shall not share in the distribution of the Deloitte Greece Net Settlement Fund, and shall not be bound by the Deloitte Greece Stipulation or any final judgment. Unless otherwise ordered by the Court, any Settlement Class Member who does not submit a timely written request for exclusion as provided by this section shall be bound by the terms of the Deloitte Greece Stipulation including, without limitation, all of the releases provided for herein. The deadline for submitting requests for exclusion shall be set by the Court, but shall be no later than twenty-one (21) calendar days prior to the Final Approval Hearing, or as the Court may otherwise direct. Exclusion requests may not be submitted by e-mail, unless otherwise ordered by the Court.

11. Deloitte Greece Preliminary Approval Order and Final Approval Hearing

11.1. Promptly after execution of this Deloitte Greece Stipulation, and no later than 21 days thereafter, Lead Plaintiff, by and through Lead Counsel, with Deloitte Greece's Counsel's consent, shall submit the Deloitte Greece Stipulation together with its exhibits to the Court and shall move for entry of the Deloitte Greece Preliminary Approval Order substantially in the form attached hereto as Exhibit A.

12. Terms of the Order and Final Judgment Regarding Deloitte Greece

12.1. If the Deloitte Greece Settlement is approved by the Court, Lead Plaintiff, by and through Lead Counsel, with Deloitte Greece's Counsel's consent, shall request that the Court enter an Order and Final Judgment Regarding Deloitte Greece substantially in the form attached hereto as Exhibit B. The Deloitte Greece Settlement is expressly conditioned upon, among other things,

the entry of an Order and Final Judgment Regarding Deloitte Greece substantially in the form attached hereto as Exhibit B, including entry of the Bar Order.

13. Deloitte Greece Supplemental Agreement

13.1. Deloitte Greece shall have, in its sole and absolute discretion, the right to terminate the Deloitte Greece Settlement and render it null and void in the event that Settlement Class Members who purchased or otherwise acquired more than a certain percentage of Aegean securities during the Settlement Class Period exclude themselves from the Settlement Class, as set forth in a separate agreement (the “Deloitte Greece Supplemental Agreement”) executed between Lead Plaintiff and Deloitte Greece, by and through their counsel. The Deloitte Greece Supplemental Agreement, which is being executed concurrently herewith, will be filed with the Court under seal, in camera, and its terms shall otherwise not be disclosed in any other manner (other than the statements herein, to the extent necessary, or as otherwise provided in the Deloitte Greece Supplemental Agreement), unless a dispute arises between the Settling Parties concerning its interpretation or application.

14. Effective Date of Deloitte Greece Settlement, Waiver or Termination

14.1. The Effective Date of the Deloitte Greece Settlement shall be the latest date when all of the following shall have occurred:

14.1.1. Deloitte Greece has not exercised its option to terminate the Deloitte Greece Settlement pursuant to ¶ 14.2;

14.1.2. Entry of the Deloitte Greece Preliminary Approval Order attached hereto as Exhibit A or an order containing materially the same terms;

14.1.3. Approval by the Court of the Deloitte Greece Settlement following notice to the Settlement Class and a hearing in accordance with Rule 23 of the Federal Rules of Civil Procedure;

14.1.4. Entry by the Court of the Order and Final Judgment Regarding Deloitte Greece and the expiration of any time for appeal or review of said Order and Final Judgment Regarding Deloitte Greece or, if any appeal is filed and not dismissed, after the Order and Final Judgment Regarding Deloitte Greece is upheld on appeal in all material respects and is no longer subject to review upon appeal or review by certiorari or otherwise, and the time for any petition for re-argument, appeal or review, by certiorari or otherwise, has expired; and

14.1.5. The Court has entered the Bar Order.

14.2. Deloitte Greece and Lead Plaintiff each shall have the right to terminate this Deloitte Greece Settlement and Deloitte Greece Stipulation by providing written notice of their election to do so (“Termination Notice”) to the other party within thirty (30) days of the date on which: (a) the Court declines to enter the Deloitte Greece Preliminary Approval Order in any material respect; (b) the Court refuses to approve this Deloitte Greece Settlement or any material part of it; (c) the Court declines to enter the Order and Final Judgment Regarding Deloitte Greece in any material respect; (d) the Order and Final Judgment Regarding Deloitte Greece is vacated, modified or reversed in any material respect; (e) the Court enters an order declining to enter the Bar Order in any material respect; (f) the Effective Date of the Deloitte Greece Settlement otherwise does not occur; or (g) any of the material terms of the Deloitte Greece Settlement, such as the payment of the Deloitte Greece Settlement Amount, is not satisfied. Deloitte Greece may also terminate the Deloitte Greece Settlement and this Deloitte Greece Stipulation pursuant to ¶

13.1. The foregoing list is not intended to limit or impair the parties’ rights under the law of contracts of the State of New York with respect to any breach of this Deloitte Greece Stipulation. In the event the Deloitte Greece Settlement and this Deloitte Greece Stipulation are terminated, the provisions of ¶¶ 2.2, 4.4, 14.3 and 14.4 shall survive termination.

14.3. Except as otherwise provided herein, in the event the Deloitte Greece Settlement and this Deloitte Greece Stipulation are terminated or if the Effective Date fails to occur for any reason, the parties to this Deloitte Greece Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action as of December 22, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if this Deloitte Greece Stipulation and any related orders had not been entered and without any prejudice in any way from the negotiation, fact or terms of this Deloitte Greece Settlement.

14.4. Except as otherwise provided herein, in the event of a withdrawal or termination of this Deloitte Greece Settlement for any reason, including but not limited to the reasons set forth in ¶ 14.2, then the balance of the Deloitte Greece Settlement Fund, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred or owing, shall be refunded to Deloitte Greece, including interest accrued thereon, within ten (10) business days.

15. Disputes or Controversies

15.1. Any dispute or controversy arising out of or relating to the terms set forth in Section 4 herein shall be resolved first by discussion among counsel for the Settling Parties and, failing that, by confidential mediation administered by a neutral mediator agreed upon by the Settling Parties. The mediation shall be conducted on a strictly confidential basis, and the Settling Parties shall not disclose the existence or nature of any claim, document, correspondence, briefing, exhibit or information exchanged or presented in connection with any claim; or any ruling, decision or result of any claim or argument (collectively, “Mediation Materials”) to any third party, with the sole exception of the Settling Parties’ respective legal counsel (who shall also be bound by these confidentiality terms) or under seal in any judicial proceeding commenced in connection with this ¶ 15.1 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 mediation decision shall be final and binding upon the Settling Parties. Any award may be entered as a judgment or order in any court of competent jurisdiction. Except as otherwise agreed, the Settling Parties shall share the mediation administrative fees (if any) and the mediator's fees and expenses, with Lead Plaintiff responsible for 50% and Deloitte Greece responsible for 50%. Each Party shall be responsible for its own attorneys' fees and costs, except as otherwise provided by any applicable statute or other law. Either Party may commence litigation in this Court to obtain injunctive relief in aid of mediation. The Settling Parties agree to take all steps necessary to protect the confidentiality of the Mediation 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 mediation, unless otherwise agreed, shall be New York, New York.

16. No Admission of Liability or Wrongdoing

16.1. Neither this Deloitte Greece Stipulation nor the Deloitte Greece Settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Deloitte Greece Stipulation: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Deloitte Greece Released Claim, or of any wrongdoing or liability of Deloitte Greece or any Deloitte Greece Released Parties; 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 Deloitte Greece or any Deloitte Greece Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal or forum whatsoever. Neither this Deloitte Greece Stipulation nor the Deloitte Greece Settlement, nor any of the terms and provisions of hereof, nor

any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Deloitte Greece Settlement, nor the fact of the Deloitte Greece Settlement, nor the settlement proceedings, nor any statement in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages or of any wrongful conduct, acts or omissions on the part of Deloitte Greece or any of the Deloitte Greece Released Parties, or of any infirmity of any defense, or of any damages to Lead Plaintiff or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Deloitte Greece Released Parties concerning any fact or any purported liability, fault or wrongdoing of the Deloitte Greece Released Parties or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever. *Deloitte Greece and/or any Deloitte Greece Released Party may, however,* file or introduce this Deloitte Greece Stipulation and/or the Order and Final Judgment Regarding Deloitte Greece from this Action in any other action or proceeding (a) that may be brought against them in order to support a defense or counterclaim, including but not necessarily limited to defenses or counterclaims based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or (b) as may be necessary to enforce the Deloitte Greece Settlement or Deloitte Greece Supplemental Agreement or Order and Final Judgment Regarding Deloitte Greece, or (c) as otherwise required by law.

17. Miscellaneous Provisions

17.1. The Settling Parties: (a) acknowledge that it is their intent to consummate this Deloitte Greece Stipulation; and (b) agree to cooperate to the extent reasonably necessary to

effectuate and implement all terms and conditions of this Deloitte Greece Stipulation and to exercise their best efforts to accomplish the foregoing terms and conditions of this Deloitte Greece Stipulation.

17.2. The Settling Parties and their counsel represent that they will not encourage or otherwise influence (or seek to influence) any Settlement Class Members to request exclusion from, or object to, the Deloitte Greece Settlement.

17.3. The Settling Parties intend this Deloitte Greece Stipulation to be a final and complete resolution of all disputes between them with respect to the Action. The Deloitte Greece Settlement compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. The Order and Final Judgment Regarding Deloitte Greece will contain a finding that, during the course of the Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure. The Settling Parties agree that the Deloitte Greece Settlement Amount and the other terms of the Deloitte Greece Settlement were negotiated in good-faith by the Settling Parties, and reflect a partial settlement that was reached voluntarily after consultation with competent legal counsel. In written press releases, public disclosures, statements to the media or promotional materials circulated either internally or externally, Lead Plaintiff, Lead Counsel, Deloitte Greece and Deloitte Greece's Counsel shall not make any accusations of wrongful or actionable conduct by any party or their counsel concerning the prosecution, defense and resolution of the Action, and shall not otherwise suggest that the Deloitte Greece Settlement embodied in this Deloitte Greece Stipulation constitutes an admission of any claims or defense alleged. The Settling Parties reserve their right to rebut, in a manner that such party determines to

be appropriate, any contention made in any public forum regarding the Action, including that the Action was brought or defended in bad faith or without a reasonable basis.

17.4. Lead Plaintiff, Lead Counsel, and the attorneys, staff, experts and consultants assisting them in this Action agree that (a) they will not intentionally assist or cooperate with any person or entity in the pursuit of legal action related to the subject matter of this Action against the Deloitte Greece Released Parties; (b) they will not intentionally assist or cooperate with any person or entity seeking to publicly disparage or economically harm the Deloitte Greece Released Parties with respect to any matter relating to the subject of this Action; and (c) they will not discuss any confidential matters related to this Action or the Deloitte Greece Settlement with anyone. However, nothing herein prevents Lead Plaintiff, Lead Counsel and the attorneys, staff, experts and consultants assisting them in this Action from complying with any subpoena or court order requesting the provision of information related to the subject matter of this Action.

17.5. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Deloitte Greece Stipulation.

17.6. All of the exhibits to this Deloitte Greece Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

17.7. This Deloitte Greece Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

17.8. This Deloitte Greece Stipulation and the exhibits attached hereto constitute the entire agreement among the Settling Parties (other than the Deloitte Greece Supplemental Agreement) and no representations, warranties or inducements have been made to any party concerning this Deloitte Greece Stipulation or its exhibits other than the representations, warranties

and covenants contained and memorialized in such documents. Except as otherwise provided herein, each party shall bear its own fees and costs.

17.9. Lead Counsel, on behalf of the Settlement Class, is expressly authorized by Lead Plaintiff to take all appropriate action required or permitted to be taken by the Settlement Class pursuant to this Deloitte Greece Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Deloitte Greece Stipulation on behalf of the Settlement Class which it deems appropriate.

17.10. Each counsel or other Person executing this Deloitte Greece Stipulation or any of its exhibits on behalf of any party hereto hereby warrants that such Person has the full authority to do so.

17.11. This Deloitte Greece Stipulation may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court. Signatures sent by facsimile or scanned and sent via e-mail shall be deemed originals.

17.12. All notices, requests, demands, claims and other communications hereunder shall be in writing and shall be deemed duly given: (a) when delivered personally to the recipient; (b) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid); or (c) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

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If to Lead Plaintiff or to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
44 Montgomery, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
Email: nlavallee@bermantabacco.com

If to Deloitte Greece or to Deloitte Greece's counsel:

Thomas N. Kidera
ORRICK, HERRINGTON & SUTCLIFFE LLP
51 West 52nd Street
New York, NY 10019-6142
Telephone: (212) 506-5000
Email: tkidera@orrick.com

17.13. This Deloitte Greece Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto.

17.14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Deloitte Greece Stipulation, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Deloitte Greece Stipulation.

17.15. The construction, interpretation, operation, effect and validity of this Deloitte Greece Stipulation, and all documents necessary to effectuate it, shall be governed by the internal laws of the State of New York without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

IN WITNESS WHEREOF, the parties hereto have caused the Deloitte Greece Stipulation to be executed, by their duly authorized attorneys, dated March 24, 2022.

BERMAN TABACCO



Joseph J. Tabacco, Jr.
Nicole Lavallee
Christopher T. Heffelfinger
Kristin J. Moody
A. Chowning Poppler
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*Counsel for Lead Plaintiff Utah Retirement
Systems and Lead Counsel for the Class*

**ORRICK, HERRINGTON & SUTCLIFFE
LLP**



Thomas N. Kidera
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51 West 52nd Street
New York, NY 10019-6142
Telephone: (212) 506-5000

*Counsel for Defendant Deloitte Certified Public
Accountants, S.A.*

EXHIBIT A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE)
PETROLEUM NETWORK, INC.) Case No. 1:18-cv-04993 (NRB)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
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**[PROPOSED] ORDER PRELIMINARILY APPROVING THE SETTLEMENT WITH
DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.
AND PROVIDING FOR NOTICE**

WHEREAS:

A. Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece” or the “Settling Defendant”) have entered into a settlement of the claims asserted in this Action against Deloitte Greece, the terms of which are set forth in the March 24, 2022 Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A (the “Deloitte Greece Stipulation” or the “Deloitte Greece Settlement”), which is subject to review under Rule 23 of the Federal Rules of Civil Procedure, and which, together with the exhibits thereto, sets forth the terms and conditions of the proposed Deloitte Greece Settlement of the claims asserted in the Action on the merits and with prejudice as against Deloitte Greece, and for the entry of final judgment releasing the Deloitte Greece Released Claims against Deloitte Greece and the Deloitte Greece Release Parties, including Dismissed Defendants Deloitte & Touche LLP (“Deloitte US”) and Deloitte Touche Tohmatsu Limited (“DTTL”), along with certain other related and affiliated persons and entities; and

B. The Court having read and considered the Deloitte Greece Stipulation and exhibits thereto, including the proposed (i) Notice; (ii) Summary Notice; and (iii) Order and Final Judgment with Prejudice Regarding Deloitte Greece, and submissions relating thereto, and finding that substantial and sufficient grounds exist for entering this Order;

C. The Court preliminarily finds that the proposed Deloitte Greece Settlement appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable and adequate to warrant providing notice of the Deloitte Greece Settlement to the Settlement Class based on the following:

- (1) Lead Plaintiff and Lead Counsel have adequately represented the class;

(2) the proposed Deloitte Greece Settlement resulted from informed, extensive arm's-length negotiations between experienced counsel;

(3) the relief provided by the Deloitte Greece Settlement is adequate considering: (i) the costs, risks and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Settlement Class, including the method of processing Settlement Class Members' claims; (iii) the application for attorneys' fees and reimbursement of Litigation Expenses and the application for the establishment of a Litigation Expense Fund; and (iv) the Deloitte Greece Supplemental Agreement identified by the parties pursuant Rule 23(e)(3); and

(4) the Deloitte Greece Settlement treats Settlement Class Members equitably relative to each other and to the claims against Deloitte Greece.

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. The Court, for purposes of this Order, adopts all defined terms as set forth in the Deloitte Greece Stipulation.

2. Pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, and for purposes of this Deloitte Greece Settlement only, the Action is hereby preliminarily certified as a class action on behalf of:

all Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants"); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal

representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court.

3. The Court finds, for the purposes of the proposed Deloitte Greece Settlement only, that the prerequisites for a class action under Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure have been satisfied in that:

(a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;

(b) there are questions of law and fact common to the Settlement Class;

(c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;

(d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;

(e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and

(f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Deloitte Greece Settlement only, Lead Plaintiff Utah Retirement Systems is preliminarily certified as the Class Representative and Lead Counsel Berman Tabacco is preliminarily certified as Class Counsel.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Lead Counsel is authorized to act on behalf of the Class Representative and other Settlement Class Members with respect to all acts or consents required by or that may be given pursuant to the Deloitte Greece

Stipulation, including all acts that are reasonably necessary to consummate the proposed Deloitte Greece Settlement.

6. The Court preliminarily finds that the Deloitte Greece Settlement should be approved as: (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed Deloitte Greece Settlement to Settlement Class Members and further consideration of the Deloitte Greece Settlement at the final fairness hearing described below.

7. A final approval hearing shall be held on [DATE TO BE INSERTED], 2022 at [TIME TO BE INSERTED] either via video or teleconference or in person at the United States District Court for the Southern District of New York, 500 Pearl Street, Courtroom 21A, New York, New York 10007 (the "Final Approval Hearing") to determine:

(a) whether the proposed Deloitte Greece Settlement on the terms and conditions provided for in the Deloitte Greece Stipulation is fair, reasonable and adequate, and should be approved by the Court;

(b) whether the Order and Final Judgment with Prejudice Regarding Deloitte Greece as provided under in the Deloitte Greece Stipulation should be entered dismissing the Action as to Settling Defendant, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendant and Dismissed Defendants Deloitte US and DTTL;

(c) whether the release by the Settlement Class of the Deloitte Greece Released Claims against the Deloitte Greece Released Parties, as set forth in the Deloitte Greece Stipulation, should be ordered;

(d) whether the proposed Deloitte Greece Plan of Allocation is fair, reasonable and adequate and should be approved;

(e) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses;

(f) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court; and

(h) any other matters as the Settling Parties may request or the Court may deem appropriate.

8. The Court approves the form, substance and requirements of the Notice and the Summary Notice (together, the "Notices"), attached as Exhibits A-1 and A-3 to the Deloitte Greece Stipulation, and finds that the procedures established for publication, mailing and distribution of such Notices substantially in the manner and form set forth in this Order constitute the best notice practicable under the circumstances, are in full compliance with the notice requirements of due process, Rule 23 of the Federal Rules of Civil Procedure and due process, and shall constitute due and sufficient notice to all Persons entitled thereto.

9. The Court approves the selection of A.B. Data, Ltd. by Lead Counsel as the Claims Administrator.

10. The Claims Administrator is hereby appointed to supervise and administer the notice procedure as well as the processing of claims as more fully set forth below:

(a) Not later than 21 calendar days after entry of this order (the "Notice Date"), the Claims Administrator shall cause a copy of the Notice and the Proof of Claim and Release Form ("Claim Form"), substantially in the forms annexed as Exhibits A-1 and A-2

hereto, to be mailed by first-class mail to all Settlement Class Members who can be identified with reasonable effort and posted on its website at www.aegeansecuritieslitigation.com;

(b) No later than the Notice Date, the Summary Notice, substantially in the form annexed as Exhibit A-3 hereto, shall be published once in the *Investor's Business Daily* and once over a national newswire service; and

(c) At least ten (10) calendar days prior to the Final Approval Hearing, Lead Counsel shall cause to be served on Deloitte Greece's Counsel (defined in ¶ 18 below) and filed with the Court proof, by affidavit or declaration, of such mailing and publishing.

11. Settling Defendant shall complete service on the appropriate federal and state government officials of all notices required under the Class Action Fairness Act, 28 U.S.C. §1715, no later than ten (10) calendar days following the filing of the Deloitte Greece Stipulation with the Court.

12. To effectuate the provision of notice provided for in paragraph 10 hereof, Lead Counsel or the Claims Administrator shall lease and maintain a post office box of adequate size for the return of relevant mailing. The Notice shall designate said post office box as the return address for the purposes designated in the Notice. The Claims Administrator shall be responsible for the receipt of all responses from the Settlement Class and, until further order of the Court, shall preserve all entries of appearance and all other written communications from Settlement Class Members, nominees or any other person or entity in response to the Notices.

13. The Claims Administrator shall use reasonable efforts to give notice to nominee owners such as brokerage firms and other persons or entities who purchased or otherwise acquired the relevant securities as record owners but not as beneficial owners. Such nominees who hold or held such securities for beneficial owners who are Settlement Class Members are directed to send

EXHIBIT A

a copy of the Notice to the beneficial owner of the securities postmarked no more than seven (7) calendar days from the date of receipt of the Notice, or to provide the names and addresses of such persons no later than seven (7) calendar days from the date of receipt of the Notice to the Claims Administrator at the address specified in the Notice, who shall promptly send a copy of the Notice to such beneficial owners. Upon full compliance with this Order, such nominees may seek reimbursement of their reasonable expenses actually incurred in complying with this Order by providing the Claims Administrator with proper documentation supporting the expenses for which reimbursement is sought. Such properly documented expenses incurred by nominees in compliance with the terms of this Order shall be paid from the Deloitte Greece Net Settlement Fund.

14. All fees, costs, and expenses incurred in identifying and notifying Settlement Class Members shall be paid from the Deloitte Greece Settlement Fund as set forth in the Deloitte Greece Stipulation, and in no event shall Defendant Deloitte Greece bear any responsibility for such fees, costs or expenses. Lead Counsel may pay up to \$300,000 from the Escrow Account, without further approval from the Settling Defendant or further order of the Court, for reasonable Notice and Administration Costs actually incurred. Such costs and expenses shall include, without limitation, the actual costs of publication, printing and mailing the Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses actually incurred and fees reasonably charged by the Claims Administrator in connection with searching for Settlement Class Members and providing Notice and processing the submitted claims, and the reasonable fees, if any, of the Escrow Agent. To the extent that Notice and Administration Costs exceed \$300,000, they may be paid only pursuant to further Order of the Court.

15. Lead Counsel or its agents are authorized and directed to prepare any tax returns required to be filed for the Escrow Account, to cause any Taxes or Tax Expenses due and owing to be paid from the Escrow Account without further Order of the Court and to otherwise perform all obligations with respect to Taxes and any reports or filings in respect thereof as contemplated by the Deloitte Greece Stipulation without further order of the Court.

16. Settlement Class Members shall be bound by all determinations and judgments in the Action, whether favorable or unfavorable and whether or not such Settlement Class Members submit Claim Forms or otherwise seek or obtain by any means any distribution from the Deloitte Greece Net Settlement Fund, unless such Persons request exclusion from the Settlement Class in a timely and proper manner, as hereinafter provided. A Settlement Class Member wishing to request exclusion must mail the request in written form to the address designated in the Notice, such that it is received no later than twenty-one (21) calendar days prior to the Final Approval Hearing (“Request for Exclusion”). A Request for Exclusion must state: (a) name; (b) address; (c) telephone number; (d) identity and original face value of any Aegean Securities purchased (or otherwise acquired) or sold; (e) prices or other consideration paid or received for such Aegean Securities during the Settlement Class Period; (f) the date of each purchase or sale transaction; and (g) a statement that the person or entity wishes to be excluded from the Settlement Class. Any Request for Exclusion must also be signed by the person or entity requesting exclusion. All Persons who submit valid and timely Requests for Exclusion in the manner set forth in this paragraph and the Notice shall have no rights under the Deloitte Greece Settlement, shall not share in the distribution of the Deloitte Greece Net Settlement Fund, and shall not be bound by the Deloitte Greece Settlement or any final judgment. The Request for Exclusion shall not be effective unless it provides the required information, is made within the time stated above or the exclusion

EXHIBIT A

is otherwise accepted by the Court. Unless otherwise ordered by the Court, any Person falling within the definition of the Settlement Class who fails to timely request exclusion from the Settlement Class in compliance with this paragraph shall be deemed to have waived his, her or its right to be excluded from the Settlement Class and shall be barred from requesting exclusion from the Settlement Class in this or any other proceeding.

17. Any person or entity that requests to be and is excluded from the Settlement Class shall not be entitled to receive any payment out of the Deloitte Greece Net Settlement Fund, as described in the Deloitte Greece Stipulation and Notice.

18. Any member of the Settlement Class who has not requested exclusion from the Settlement Class may appear at the Final Approval Hearing in person or through a duly authorized attorney, to show cause (a) why the proposed Deloitte Greece Settlement should not be approved as fair, reasonable and adequate; (b) why the Deloitte Greece Plan of Allocation should or should not be approved; (c) why a judgment should not be entered thereon; or (d) why Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and any application for the establishment of a Litigation Expense Fund should not be granted, *provided, however*, that no member of the Settlement Class shall be heard or entitled to contest the approval of the terms and conditions of the proposed Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation, or the Order and Final Judgment with Prejudice Regarding Deloitte Greece to be entered approving the same, unless no later than twenty-one (21) calendar days before the Final Approval Hearing, such Settlement Class Member has served by hand or by overnight delivery written objections setting forth the basis therefor, and copies of any supporting papers and briefs upon Lead Counsel, Nicole Lavalley, Esq., Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104, and Thomas N. Kidera, Orrick, Herrington & Sutcliffe LLP, 51 West 52nd Street, New

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York, NY 10019 (“Deloitte Greece’s Counsel”), and has filed said objections, papers and briefs, showing due proof of service upon Lead Counsel and Deloitte Greece’s Counsel, with the Clerk of the United States District Court for the Southern District of New York, 500 Pearl Street, New York, New York 10007. Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and documentation of all of the Settlement Class Member’s transactions involving Aegean Securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector’s counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector’s signature, even if represented by counsel. Persons who intend to object to the Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation and/or to Lead Counsel’s application for attorneys’ fees, reimbursement of Litigation Expenses and the establishment of a Litigation Expense Fund, and who desire to present evidence at the Final Approval Hearing must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing. Should any objections be received, reply papers must be filed no later than 21 calendar days before the Final Approval Hearing.

19. Any Settlement Class Member who does not object in the manner prescribed above shall be deemed to have waived such objection and shall forever be foreclosed from making any

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objection to the fairness, adequacy or reasonableness of the Deloitte Greece Settlement, the Deloitte Greece Plan of Allocation, the Order and Final Judgment with Prejudice Regarding Deloitte Greece to be entered approving the Deloitte Greece Settlement or the application for attorneys' fees, reimbursement of Litigation Expenses or the establishment of a Litigation Expense Fund.

20. The administration of the proposed Deloitte Greece Settlement and the determination of all disputed questions of law and fact with respect to the validity of any Claim or right of any person or entity to participate in the distribution of the Deloitte Greece Net Settlement Fund shall remain under the authority of this Court.

21. The Court expressly reserves the right to adjourn the Final Approval Hearing without any further notice to Settlement Class Members other than an announcement at the Final Approval Hearing. The Court further reserves the right to enter its Order and Final Judgment with Prejudice Regarding Deloitte Greece approving the Deloitte Greece Settlement and dismissing the Action on the merits and with prejudice as to Settling Defendant, regardless of whether it has approved a Deloitte Greece Plan of Allocation or awarded attorneys' fees and reimbursement of litigation expenses.

22. The Settling Defendant shall not have any responsibility whatsoever for anything arising out of or related to the Deloitte Greece Plan of Allocation or the Litigation Expense Fund or for any applications for attorneys' fees or reimbursement of Litigation Expenses or establishment of a Litigation Expense Fund that may be submitted in connection with final approval of this proposed Deloitte Greece Settlement, and such matters will be considered separately from the fairness, reasonableness and adequacy of the proposed Deloitte Greece Settlement.

23. In the event the proposed Deloitte Greece Settlement does not become Final for any reason (including any party's exercise of a valid right to terminate under the Deloitte Greece Stipulation), the Deloitte Greece Stipulation, except as otherwise provided therein, including any amendment(s) thereto, and this Order, including but not limited to the certification of the Settlement Class provided in ¶ 2 herein, shall be null and void, of no further force or effect, and without prejudice to any party, and may not be introduced as evidence or referred to in any action or proceedings by any person or entity, the Settling Parties shall be restored to their respective positions in the Action immediately before December 22, 2021, and, except as otherwise expressly provided, the parties shall proceed in all respects as if the Deloitte Greece Stipulation and any related orders had not been entered, and the balance of the Deloitte Greece Settlement Fund, less any Notice and Administration Costs and Taxes or Tax Expenses paid, incurred or due and owing in connection with the Deloitte Greece Settlement provided for herein, shall be refunded to Deloitte Greece (or some other party or entity at its direction) pursuant to written instructions from Deloitte Greece's Counsel in accordance with ¶ 14.2 of the Deloitte Greece Stipulation.

24. Pending final determination of whether the proposed Deloitte Greece Settlement should be approved, neither Lead Plaintiff nor the Settlement Class Members, and/or anyone who acts or purports to act on their behalf, shall institute, commence or prosecute any action that asserts any Deloitte Greece Released Claims against any of the Deloitte Greece Released Parties.

25. The Court retains exclusive jurisdiction over the Action to consider all further matters arising out of or connected with the Deloitte Greece Settlement.

26. All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court until such time

as such funds shall be distributed pursuant to the Deloitte Greece Stipulation and/or further order(s) of the Court.

27. All opening briefs and supporting documents in support of the final approval of the Deloitte Greece Settlement and the Deloitte Greece Plan of Allocation and any applications by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses and the establishment of a Litigation Expense Fund shall be filed and served by [TO BE INSERTED], 2022 (a date that is thirty-five (35) calendar days prior to the Final Approval Hearing). Replies to any objections shall be filed and served by [TO BE INSERTED], 2022 (a date that is seven (7) calendar days prior to the Final Approval Hearing).

28. Neither the Deloitte Greece Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendant Deloitte Greece or any of the Deloitte Released Parties as to the validity of any claims or as to the truth of any of the allegations in the Action, or of any liability, fault or wrongdoing of any kind.

29. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to the Members of the Settlement Class, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Deloitte Greece Settlement. The Court may approve the proposed Deloitte Greece Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Settlement Class.

30. If the Deloitte Greece Stipulation and the Deloitte Greece Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Deloitte Greece Stipulation. This Order, the Deloitte Greece Stipulation, the proposed Deloitte Greece

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Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante*.

31. Unless otherwise ordered by the Court, all proceedings against Deloitte Greece are stayed, except as may be necessary to implement the proposed Deloitte Greece Settlement or comply with the terms of the Deloitte Greece Stipulation or other agreement of the Settling Parties.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit A-1

[EXHIBIT A-1 TO STIPULATION]

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE
PETROLEUM NETWORK, INC.
SECURITIES LITIGATION

Case No. 1:18-CV-04993 (NRB)

Hon. Naomi Reice Buchwald

NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND

IF YOU PURCHASED AEGEAN MARINE PETROLEUM NETWORK, INC. SECURITIES DURING THE PERIOD BEGINNING FEBRUARY 27, 2014 THROUGH NOVEMBER 5, 2018, YOUR RIGHTS MAY BE IMPACTED AND YOU MAY BE ENTITLED TO PAYMENT FROM A CLASS ACTION SETTLEMENT.

A Federal Court authorized this Notice. This is not a solicitation from a lawyer.

Notice of Pendency of Class Action: Please be advised that your rights may be affected by the above-captioned securities class action lawsuit (the "Action") pending in the United States District Court for the Southern District of New York (the "Court"), if you purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. ("Aegean" or the "Company") securities between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby.¹

Notice of Partial Settlements: Please also be advised that Court-appointed Lead Plaintiff, Utah Retirement Systems ("URS" or "Lead Plaintiff"), on behalf of itself and the Settlement Class (as defined in the response to question number 6 below), have reached two proposed partial settlements (the "Partial Settlements") of the Action with two of the Defendants (defined below) in this Action.

PLEASE READ THIS NOTICE CAREFULLY. This Notice explains important rights you may have, including the possible receipt of a payment from the Partial Settlements. If you are a member of the Settlement Class, your legal rights will be affected whether or not you act. If you have questions about this Notice, the proposed Partial Settlements, or your eligibility to participate in the Partial Settlements, please DO NOT contact the Court, the Settling Defendants (defined below), the other Defendants in the Action, or their counsel. All

¹ The "securities" subject to these Partial Settlements are described below.

questions should be directed to the Court appointed Lead Counsel, Berman Tabacco, or the Claims Administrator² (see responses to question numbers 14 and 23, below).

Description of the Action and the Settlement Class: This action relates to an alleged fraud at the Company between February 27, 2014 and November 5, 2018. In summary, Lead Plaintiff alleges that certain insiders engaged in a fraud whereby (i) over \$300 million was misappropriated from the Company through various fraudulent schemes; (ii) statements about the Company's financial condition and other matters were materially false and misleading; and (iii) the Company's financial statements and statements about its internal controls over financial reporting ("ICFR") were materially false and misleading. Further, Lead Plaintiff alleges that the outside auditors issued materially false and misleading audit opinions. The current defendants in the case are the Company's founder, Dimitris Melisanidis ("Melisanidis"); the former Chief Financial Officer, Spyros Gianniotis ("Gianniotis"); and the Company's two outside auditors, PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") and Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") (together, the "Defendants").

This Notice relates to two proposed Partial Settlements of consolidated class action lawsuits: one with PwC Greece and one with Deloitte Greece (together, the "Settling Defendants").³ Deloitte Greece served as Aegean's auditor from prior to the Settlement Class Period through June 2016 and issued audit opinions for Fiscal Years ("FY") 2013, 2014 and 2015 and reissued its 2015 audit opinion authorizing its inclusion in Aegean's Annual Report on Form 20-F for the FY ended December 31, 2016 ("2016 Form 20-F"), filed with the U.S. Securities and Exchange Commission on May 16, 2017. PwC Greece issued an audit opinion as to FY 2016 only. The Partial Settlements do not affect or compromise any claims asserted and ongoing against Melisanidis or Gianniotis (the "Non-Settling Defendants").⁴

Lead Plaintiff, on behalf of itself and the Settlement Class, and the Settling Defendants (together, the "Settling Parties") disagree on both liability and damages and do not agree on the amount of damages that would be recoverable if the Settlement Class prevailed on each claim alleged. The Settling Defendants deny that they are liable to the Settlement Class and deny that the Settlement Class has suffered any damages. The proposed Partial Settlements, if approved by the Court, will settle claims of the Settlement Class, as defined above and in response to question number 6 below.

Description of the Securities Subject to The Partial Settlements: The securities subject to the Partial Settlements consist of: (a) the common stock of Aegean (Ticker: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker "ANW"); (b) Aegean 4.00%

² The "Claims Administrator" is the claims administrator selected by Lead Counsel and approved by the Court to provide all notices approved by the Court to potential members of the Settlement Class ("Settlement Class Members") and to administer the Partial Settlements.

³ When referenced separately, the Partial Settlement that pertains to PwC Greece will be called the "PwC Greece Settlement", and the Partial Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Settlement." Similarly, the Stipulation of Settlement that pertains to PwC Greece will be called the "PwC Greece Stipulation," and the Stipulation of Settlement that pertains to Deloitte Greece will be called the "Deloitte Greece Stipulation."

⁴ The Non-Settling Defendants are: Melisanidis and Gianniotis as well as any other defendant(s) later brought into the case, but excludes all relevant Settling Defendants' Released Parties (defined in response to question number 11 below).

Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (the “4.00% Notes”) (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (the “4.25% Notes”) (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively referred to as the “Aegean Securities”).

Statement of Settlement Class’s Recovery: Subject to Court approval, and as described more fully in response to question number 4 below, Lead Plaintiff, on behalf of the Settlement Class, has agreed to settle the PwC Greece Released Claims and Deloitte Greece Released Claims (as defined in response to question number 11 below) against the Settling Defendants and the PwC Greece Released Parties and Deloitte Greece Released Parties (as defined in response to question number 11 below) in exchange for, among other things, a total settlement payment of \$29.8 million in cash (comprised of \$14.9 million from PwC Greece (the “PwC Greece Settlement Amount”) and \$14.9 million from Deloitte Greece (the “Deloitte Greece Settlement Amount”) (together, the “Partial Settlement Amount”) to be deposited into two separate interest-bearing escrow accounts. The “PwC Greece Net Settlement Fund” and the “Deloitte Greece Net Settlement Fund” (*i.e.*, the Settlement Amounts paid by each of the Settling Defendants plus any and all interest earned thereon (respectively, the “PwC Greece Settlement Fund” and the “Deloitte Greece Settlement Fund”) (together, the “Partial Settlement Funds”⁵) less (a) any Taxes;⁶ (b) any Notice and Administration Costs;⁷ (c) any Litigation Expenses awarded by the Court;⁸ (d) any attorneys’ fees awarded by the Court; and (e) any other costs expenses or amounts as may be approved by the Court) will be distributed to Settlement Class Members in accordance with two corresponding plans of allocation (respectively, the “PwC Greece Plan of Allocation” and the “Deloitte Greece Plan of Allocation”) that are approved by the Court. The proposed PwC Greece Plan of Allocation is set forth at pages XX to XX below. The proposed Deloitte Greece Plan of Allocation is set forth at pages XX to XX below. The PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will determine how the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund shall be allocated among members of the Settlement Class who had potential claims against the Settling Defendants (and the relevant Settling Defendant’s Released Parties) as alleged in this Action.

As discussed more fully below, because PwC Greece is not alleged to have issued any false or misleading statements until May 16, 2017, there could be no recognized losses attributable to PwC Greece for securities purchased prior to the issuance of PwC Greece’s May 16, 2017 audit

⁵ The “Partial Settlement Funds” refers to both the PwC Greece Settlement Amount plus all interest and accretions thereto, and the Deloitte Greece Settlement Amount plus all interest and accretions thereto.

⁶ “Tax” or “Taxes” means any and all taxes, fees, levies, duties, tariffs, imposts and other charges of any kind (together with any and all interest, penalties, additions to tax and additional amounts imposed with respect thereto) imposed by any governmental authority, including, but not limited to, any local, state and federal taxes.

⁷ “Notice and Administration Costs” means the costs, fees and expenses that are incurred by the Claims Administrator in connection with (a) providing notice to the Settlement Class; and (b) administering the PwC Greece and Deloitte Greece claims process.

⁸ “Litigation Expenses” refers to the reasonable costs and expenses incurred in connection with commencing, prosecuting and settling the Action (which may include the costs and expenses of Lead Plaintiff directly related to its representation of the Settlement Class), for which Lead Counsel intends to apply to the Court for reimbursement from the Partial Settlement Funds.

opinions. In contrast, because Deloitte Greece is alleged to have issued false or misleading statements starting prior to the Settlement Class Period, Settlement Class Members have the recognized losses attributable to Deloitte Greece for Aegean Securities purchased throughout the Settlement Class Period. Accordingly, Authorized Claimants' (defined below) recoveries will be impacted by the date of their transactions in Aegean Securities. Settlement Class Members who purchased Aegean Securities before May 17, 2017 will only be entitled to participate in the Deloitte Greece Settlement whereas Settlement Class Members who purchased Aegean Securities after May 16, 2017 will be entitled to participate in both the PwC Greece Settlement and the Deloitte Greece Settlement.

Estimate of Average Amount of Recovery: Based on Lead Plaintiff's damages consultant's estimate of the number of Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and assuming that all Settlement Class Members elect to participate in the Partial Settlements, the estimated average recovery (before the deduction of any Court-approved fees, expenses and costs described herein) is approximately \$0.3823 per affected common share.

Distributions to Settlement Class Members will be made based on the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation as set forth herein (*see* pages XX to XX below) or such other plan of allocation as may be ordered by the Court. The objective of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation will be to equitably distribute the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund among Authorized Claimants based on their respective alleged economic losses as a result of the alleged misstatements and omissions, as opposed to losses caused by market- or industry-wide factors, or Company-specific factors unrelated to the alleged fraud.

Settlement Class Members should note, however, that the average recoveries provided herein are only estimates. Some Settlement Class Members may recover more or less than these estimated amounts depending on, among other factors, when and at what price they purchased or otherwise acquired or sold their Aegean Securities, and the total number and value of valid Proof of Claim and Release forms submitted.

Average Amount of Damages Per Share/Note: The Settling Parties do not agree on the amount of recoverable damages or on the average amount of damages per share or note that would be recoverable if Lead Plaintiff were to prevail on each of its claims. Among other things, the Settling Defendants deny that they violated the federal securities laws or that any damages were incurred by any member of the Settlement Class as a result of their alleged conduct.

Statement of Attorneys' Fees and Litigation Expenses Sought: Lead Counsel, Berman Tabacco, has been prosecuting the Action on a wholly contingent basis since its appointment as Lead Counsel on October 30, 2018, has not received any payment of attorneys' fees for its representation of the Settlement Class, and has advanced the funds to pay expenses necessarily incurred to date to prosecute this Action.

Lead Counsel will apply to the Court for an award of attorneys' fees from the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund in an amount not to exceed 25%, plus

interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and the Deloitte Greece Settlement Fund. In addition, Lead Counsel also will apply for the reimbursement of Litigation Expenses paid or incurred by Lead Plaintiff's Counsel in connection with the prosecution and resolution of the Action in an amount not to exceed \$380,000 plus interest earned at the same rate and for the same period as that earned by the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund. Litigation Expenses may include reimbursement of the expenses of Lead Plaintiff in accordance with 15 U.S.C. § 77z-1(a)(4). Any fees and expenses awarded by the Court will be paid from the Partial Settlement Funds. Settlement Class Members are not personally liable for any such fees or expenses. The estimated average cost for such fees and expenses, if the Court approves Lead Counsel's fee and expense application, is \$0.1004 per affected common share.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund to defray some current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants in an amount not to exceed a total of \$2 million from the settlement funds ("Litigation Expense Fund"). Any Litigation Expense Fund granted by the Court will be an advance on (and not in addition to) any final fee or expense awarded following resolution of all claims against Non-Settling Defendants.

Identification of Attorneys' Representatives: Lead Plaintiff and the Settlement Class are represented by Nicole Lavalley, Esq. of Berman Tabacco, 44 Montgomery Street, Suite 650, San Francisco, CA 94104;(415) 433-3200; law@bermantabacco.com.

Reasons for the Settlement: Lead Plaintiff's principal reason for entering into the Partial Settlements is the substantial and certain recovery for the Settlement Class without the risks or delays inherent in further litigation. Moreover, as discussed more fully below, the substantial recovery provided under these Partial Settlements must be considered against the significant risk that a smaller recovery—or indeed no recovery at all—might be achieved after contested motions, a trial of the Action, and the likely appeals that would follow a trial, and consideration of the fact that even if a judgment were obtained, Lead Plaintiff might not be able to collect from PwC Greece and/or Deloitte Greece. This process could be expected to last several years. For the Settling Defendants, who have denied and continue to deny all allegations of liability, fault or wrongdoing whatsoever, the principal reason for entering into the Partial Settlements is to eliminate the uncertainty, risk, costs and burdens inherent in any litigation, especially in complex cases such as this Action. Settling Defendants have concluded that further conduct of this Action could be protracted and distracting.

Your Legal Rights And Options In The Partial Settlements	
You Can:	That Means:
<p>Submit a Proof of Claim and Release Form (“Claim Form”)⁹ Received or Postmarked by _____</p>	<p>This is the only way to be eligible to receive a payment from either the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. If you are a Settlement Class Member and you remain in the Settlement Class, you will be bound by the Partial Settlements as approved by the Court and you will give up any of the relevant Settling Defendant’s Released Claims (defined in response to question number 11 below) that you have against PwC Greece, Deloitte Greece and the other relevant Settling Defendant’s Released Parties (defined in response to question number 11 below), so it is in your interest to submit a Claim Form. All Settlement Class Members are eligible to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement. However, because PwC Greece only issued an audit opinion for Aegean on May 16, 2017, only Settlement Class Members who purchased Aegean Securities after May 16, 2017 are eligible to share in the PwC Greece Net Settlement Fund created pursuant to the PwC Greece Settlement.</p>
<p>Exclude Yourself From the Settlement Class by Submitting a Written Request for Exclusion Postmarked by _____.</p>	<p>You will receive no payment pursuant to these Partial Settlements. This is the only option that allows you to ever be part of any other lawsuit against the Settling Defendants or the other relevant Settling Defendant’s Released Parties concerning the claims that were, or could have been, asserted in this case.</p>
<p>Object to the Partial Settlements by Submitting Written Objections Postmarked by _____.</p>	<p>Write to the Court and explain why you do not like the proposed Partial Settlements, or any part of them, or the proposed PwC Greece Plan of Allocation or the proposed Deloitte Greece Plan of Allocation, the application for fees and expenses and/or the application for the establishment of a Litigation Expense Fund. You cannot object to the Partial Settlements unless you are a Settlement Class Member and do not exclude yourself.</p>

⁹ A “Claim Form” means the Proof of Claim and Release form for submitting a claim for the Partial Settlements, which, subject to approval of the Court, shall be substantially in the form attached as Exhibit A-2 to both the PwC Greece Stipulation and the Deloitte Greece Stipulation. Only one Claim Form is required to submit a claim to participate in either the PwC Greece Settlement or the Deloitte Greece Settlement, or both.

Your Legal Rights And Options In The Partial Settlements	
You Can:	That Means:
Go to the Final Approval Hearing on _____ at _____, and File a Notice of Intention to Appear No Later Than _____.	Filing a written objection and notice of intention to appear by ___, allows you to speak in Court at the Final Approval Hearing, at the discretion of the Court, about the fairness of the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, the request for attorneys’ fees and litigation expenses and the establishment of a Litigation Expense Fund. If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.
Do Nothing	If you are a member of the Settlement Class and you do not submit a valid Claim Form, you will not be eligible to receive any payment from the PwC Greece Settlement Fund or the Deloitte Greece Settlement Fund. You will, however, remain a member of the Settlement Class, which means that you give up your right to sue about the claims that are resolved by the Partial Settlements and you will be bound by any judgments or orders entered by the Court in the Action against these Settling Defendants.

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BASIC INFORMATION

1. Why did I get this Notice?

This Notice is being sent to you pursuant to an Order of the Court because you or someone in your family may have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive.

The Court has directed us to send you this Notice because, as a potential Class Member, you have a right to know about your options before the Court rules on the proposed Partial Settlements of this case. Additionally, you have the right to understand how a class action lawsuit may generally affect your legal rights.

This Notice explains the lawsuit, the Partial Settlements, your legal rights, what benefits are available, who is eligible for them, and how to get them. The purpose of this Notice is to inform you of this case, that it is a class action, how you might be affected, and how to exclude yourself from the Partial Settlements if you wish to do so. It also is being sent to inform you of the terms of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation and of a hearing to be held by the Court under Rule 23(e) of the Federal Rules of Civil Procedure to consider the fairness, reasonableness and adequacy of the proposed Partial Settlements, the proposed PwC Greece Plan of Allocation and the proposed Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund (the “Final Approval Hearing”). The issuance of this Notice is not an expression of any opinion by the Court concerning the merits of any claim against the Settling Defendants in the Action, and the Court still has to decide whether to approve the Partial Settlements. If the Court approves the Partial Settlements, the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, then payments to Authorized Claimants will be made after any appeals are resolved and after the completion of all claims processing. Please be patient, as this process can take some time to complete

The Court in charge of the case is the United States District Court for the Southern District of New

York, and the case is known as *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB). The Judge presiding over this case is the Honorable Naomi Reice Buchwald, United States District Judge. The people who are suing are called plaintiffs, and those who are being sued are called defendants. In this case, the primary plaintiff is referred to as the “Lead Plaintiff,” on behalf of itself and the Settlement Class it represents, and the “Defendants” being sued are the Settling Defendants (PwC Greece and Deloitte Greece) and the Non-Settling Defendants (Dimitris Melisanidis and Spyros Gianniotis).

2. What is this case about? What has happened so far?

Aegean was an international marine fuel logistics company founded in 1995 by Defendant Dimitris Melisanidis. The Company held its initial public offering in December 2006 and, until its bankruptcy filing in the fall of 2018, its common stock traded on the New York Stock Exchange. In this Action, Lead Plaintiff alleges that certain of the Defendants engaged in a long-running, multi-faceted fraudulent scheme through which they (a) significantly overstated the Company’s income and revenue; (b) overstated the Company’s assets and the strength of its balance sheet; (c) misled investors concerning the adequacy of the Company’s ICFR; and (d) misappropriated Company assets. Lead Plaintiff further allege that, as a result, Defendants were liable for false and misleading statements to the investors during the Settlement Class Period. Defendants included former officers and directors of Aegean, PwC Greece and Deloitte Greece, and certain other entities with the PwC or Deloitte name. Deloitte Greece issued unqualified or “clean” audit opinions representing that Aegean’s year-end financial statements complied with U.S. Generally Accepted Accounting Principles (“GAAP”) as to 2013, 2014 and 2015 and that its ICFR were adequate in 2013 and 2015, also consenting to the reissuance of its 2015 audit opinions, thereby authorizing their inclusion in Aegean’s 2016 Form 20-F. PwC Greece became Aegean’s auditor in 2016, several years after the start of the Settlement Class Period, and issued its first and only audit opinions representing that Aegean’s ICFR were adequate and that its 2016 year-end financial statements complied with GAAP on May 16, 2017.

Because of actions undertaken by certain shareholders, the Company’s entire Audit Committee stepped down in May 2018 and a reconstituted Audit Committee (the “Reconstituted Audit Committee”) was formed with new, independent directors. Only weeks later, on June 4, 2018, the Company announced that \$200 million in accounts receivable had to be written off because the receivables were based on allegedly fraudulent transactions.

On November 2, 2018, following an internal investigation by outside counsel and retained forensic accountants, the Company announced that the Reconstituted Audit Committee had determined that: (a) the Company’s financial results were manipulated by improperly booking approximately \$200 million in accounts receivables from bogus transactions with four shell companies controlled by former employees or affiliates of the Company; (b) approximately \$300 million in cash and assets had been misappropriated by former affiliates, including through a 2010 contract with OilTank Engineering & Consulting Ltd.; (c) Aegean’s management perpetrated and concealed the alleged financial fraud through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications; (d) the revenues and earnings of the Company were substantially overstated in the years 2015, 2016 and 2017 and that both year-end and interim financials for these periods should no longer be

relied upon and would need to be restated; (e) there were material weaknesses in the Company's ICFR as of December 31, 2015, 2016 and 2017 and, as such, management's annual report on ICFR as of December 31, 2015, and 2016 included in the Company's Annual Reports on Form 20-F and also for the 2017 interim results should no longer be relied upon and would need to be restated; (f) insiders had engaged in additional actions to defraud the Company, including engaging in prepayments for future oil deliveries which were never made; and (g) the U.S. Department of Justice had issued a grand jury subpoena in connection with suspected felonies. Then, on November 6, 2018, Aegean commenced bankruptcy proceedings under Chapter 11 of the U.S. Bankruptcy Code in the Southern District of New York, Case No. 18-13374 (MEW).

On June 5, 2018, an initial complaint was filed against Aegean and certain officers and directors of Aegean, in the United States District Court for the Southern District of New York asserting violations of the federal securities laws: *Simco v. Aegean Marine Petroleum Network, Inc., et al.*, No. 1:18-cv-04993-NRB. (ECF No. 1.) On October 30, 2018, the Court appointed URS as Lead Plaintiff and approved its selection of Berman Tabacco as Lead Counsel. (ECF No. 69.)

On February 1, 2019, Lead Plaintiff filed its Consolidated Class Action Complaint (the "Complaint") alleging violations of the federal securities laws against Aegean and certain officers and directors of Aegean, PwC Greece, PricewaterhouseCoopers International Limited ("PwCIL"), PricewaterhouseCoopers LLP ("PwC US"), Deloitte Greece, Deloitte Touche Tohmatsu Limited ("DTTL") and Deloitte & Touche LLP ("Deloitte US"). (ECF No. 81.) Because of Aegean's bankruptcy, the Action was stayed as to Aegean.

In the Spring of 2020, each of the Defendants filed motions to dismiss the claims asserted against them. In particular, on March 6, 2020, PwC Greece and Deloitte Greece filed a joint motion to dismiss the Complaint. (ECF Nos. 187-88.) Deloitte US and PwC US filed separate motions to dismiss the Complaint with a joint memorandum of law in support (ECF Nos. 180, 182, 184), and DTTL filed a joint motion to dismiss the Complaint along with PwCIL (ECF Nos. 191-92). Lead Plaintiff opposed the various motions to dismiss on June 30, 2020. (ECF Nos. 239-51). Defendants filed their respective replies on August 20, 2020 (ECF Nos. 261-74) and a hearing was held on March 9, 2021.

On March 29, 2021, the Court issued an order that denied PwC Greece and Deloitte Greece's joint motion to dismiss. (ECF No. 293.) In the same order, the Court denied the motion by Gianniotis, denied, in part, the motion by Melisanidis and granted motions to dismiss filed by several other defendants, including the joint motion filed by PwCIL and DTTL, and the joint motion filed by PwC US and Deloitte US. (ECF No. 293.)

Following the Court's hearing on the motion to dismiss and the Court's denial of the joint motion to dismiss filed by PwC Greece and Deloitte Greece, counsel for Lead Plaintiff and counsel for PwC Greece began good-faith negotiations with an eye toward reaching a potential settlement. On August 26, 2021, following numerous rounds of negotiations, Lead Counsel and PwC Greece's Counsel, Wilmer Cutler Pickering Hale and Dorr LLP, reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against PwC Greece.

Lead Plaintiff and Deloitte Greece also commenced good-faith negotiations in Fall 2021. On December 22, 2021, following numerous rounds of negotiations, Lead Counsel and Deloitte Greece's Counsel, Orrick, Herrington & Sutcliffe LLP, also reached an agreement in principle, among other things, to settle all claims asserted by Lead Plaintiff in this Action against Deloitte Greece.

Since the commencement of this Action, PwC Greece and Deloitte Greece have denied and continue to deny each and all of the claims and contentions of wrongdoing alleged by Lead Plaintiff in the Action and contend that they have not committed any act or omission giving rise to any liability or violation of law as alleged in the Action, or that could have been alleged in the Action. PwC Greece and Deloitte Greece also have denied, and continue to deny, among other allegations, that Lead Plaintiff or the Settlement Class incurred any damage, or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged or that could have been alleged in the Action. PwC Greece and Deloitte Greece have asserted, and continue to assert, that their conduct was at all times proper and in compliance with all applicable provisions of law, as well as all applicable rules, regulations and/or professional standards, and believe that the evidence supports their position that they acted properly at all times and that the Action is without merit. In addition, PwC Greece and Deloitte Greece each maintain that they have meritorious defenses to all claims alleged in the Action.

<p>3. What is a class action?</p>
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A class action is a type of lawsuit in which the claims of a number of individuals are resolved together, thus providing the class members with both consistency and efficiency. In a class action lawsuit, the Court selects one or more people, known as class representatives or lead plaintiffs, to sue on behalf of all people with similar claims, commonly known as the class or the class members. Once the class is certified, the Court must resolve all issues on behalf of the class members, except for any persons who choose to exclude themselves from the class. (For more information on excluding yourself from the Settlement Class, please read the response to question number 13 below entitled, "What if I do not want to be part of the Partial Settlements? How do I exclude myself?") In the Action, the Court has directed that Lead Plaintiff and Lead Counsel have primary responsibility for prosecuting all claims against Defendants on behalf of investors in the Company's securities described above during the Settlement Class Period.

<p>4. What are Lead Plaintiff's reasons for the Partial Settlements?</p>

Lead Plaintiff and Lead Counsel believe that the claims asserted against the Settling Defendants have merit. Lead Plaintiff and Lead Counsel recognize, however, the risks and challenges to establishing liability against the Settling Defendants, particularly since they are two foreign outside auditors. In particular, the Settling Defendants here contended, *inter alia*, that (i) Aegean management was responsible for the preparation of the Company's financial statements, and that they relied on management's representations; (ii) the Company's management perpetrated and concealed the alleged financial fraud, including from the Settling Defendants, through various means including the falsification and forging of records such as bank statements, audit confirmations, contracts, invoices and third party certifications, as the Company later admitted;

(iii) that the red flags alleged in the Complaint were either unknown to them or widely known and insufficient to put them on notice that the Company was engaged in fraud; and (iv) that their audit opinions were mere statements of opinion that are only actionable if Lead Plaintiff establishes that they believed that their opinions were false or omitted materials about their audits. The Settling Defendants also likely would have argued that Lead Plaintiff could not establish that the Settling Defendants had the requisite intent or that they failed to conduct their audits in accordance with the applicable standards of their profession. The Settling Defendants would also likely have argued that, even if liable, the Company Defendants would be far more liable, given the admission by the Company that its management was liable and had falsified records and that the Settlement Class relied on the Company defendants, not the Settling Defendants. In addition, the Settling Defendants also have contended that all or a portion of the alleged damages to the Settlement Class were caused by factors other than the allegedly false or misleading statements or omissions and that such damages are thus not recoverable. Moreover, each of the Settling Defendants would raise arguments specific to themselves. Indeed, Deloitte Greece would have argued, for example, that many of the alleged red flags only appeared after it audited the Company's 2015 year-end financials and that it was not liable to investors who purchased Aegean Securities after PwC Greece issued its audit opinion for Aegean's 2016 year-end financials. It also would have argued that claims related to purchases prior to the issuance of its audit opinions for FY 2013 were time-barred. Meanwhile, PwC Greece would have argued that the fraud had been ongoing for years prior to its auditing work for Aegean. Thus, while Lead Plaintiff and Lead Counsel believe that the case against the Settling Defendants is very robust, the fact remains that the Court at class certification, summary judgment or trial could find the Settling Defendants' defenses persuasive, which could significantly reduce or eliminate recoverable damages.

Lead Plaintiff and Lead Counsel also considered the difficulties in establishing liability against or collecting from foreign nationals and the substantial risks, burdens and expenses involved in further litigation of this Action through trial and appeals against the Settling Defendants, including (i) gathering documentary evidence, much of which would have been written in Greek and located in Greece; (ii) the fact that Defendants and others would have asserted privileges under Europe's recently-enacted privacy and security law, the General Data Protection Regulation, to withhold or redact documents; (iii) the costly and time-consuming nature of translating relevant documents obtained in discovery and deposing witnesses abroad; and (iv) the difficulty of enforcing of any judgment obtained against foreign defendants.

In addition, Lead Plaintiff and Lead Counsel considered the other attendant risks of litigating a complex securities class action, including (i) the possibility that a class may not be certified; (ii) a possible adverse judgment; (iii) discovery disputes; (iv) disputes between experts on complex financial and accounting matters as well as loss causation and damages; (v) a lengthy trial; and (vi) appeals. Given the foregoing, Lead Plaintiff and Lead Counsel have considered the uncertain outcome of trial and appellate risk in complex lawsuits like this one. Lead Plaintiff and Lead Counsel have also considered the benefit of Partial Settlements now, in light of the risks that the Settling Defendants or their insurers could not satisfy a judgment materially larger than the Partial Settlement Amount, and of their evaluation of the reduced amount of insurance that may be available after trial.

In light of the risks of collecting any sums after a trial as compared to the amount certain provided to the Settlement Class by way of the Partial Settlement Amount agreed to in the Partial Settlements, Lead Plaintiff and Lead Counsel believe that the proposed Partial Settlements are fair, reasonable and adequate, and in the best interests of the Settlement Class. Lead Plaintiff and Lead Counsel believe that the Partial Settlements provide a substantial benefit now, namely the payment of \$29.8 million (\$14.9 million from each Settling Defendant) (less the various deductions described in this Notice), as well as the agreement of the Settling Defendants to provide documents as detailed in the Settling Defendants' respective Stipulations (including by providing certain audit workpapers), as compared to the risk that the claims asserted in the Complaint would produce a similar, smaller or no recovery after summary judgment, trial and appeals, possibly years in the future.

The Settling Defendants have denied and continue to deny each and all of the claims alleged by Lead Plaintiff in the Action. The Settling Defendants have expressly denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Action. The Settling Defendants also have denied and continue to deny, among other things, the allegations that Lead Plaintiff or the Settlement Class have suffered any damage or that Lead Plaintiff or the Settlement Class were harmed by the conduct alleged in the Action. Nevertheless, the Settling Defendants have taken the uncertainty and risks inherent in any litigation into account, especially in a complex case such as this. The Settling Defendants have concluded that further conduct of the Action would be protracted and expensive and that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Settling Defendants' respective Stipulations.

5. What might happen if there were no Partial Settlements?

If there were no Partial Settlements and Lead Plaintiff failed to establish any essential legal or factual element of its claims against the Settling Defendants, neither Lead Plaintiff nor the Settlement Class would recover anything from the Settling Defendants. Also, if the Settling Defendants were successful in proving any of their defenses, the Settlement Class likely could recover substantially less than the amount provided in the Partial Settlements, or nothing at all. Moreover, there is also a risk that there would be no funds available to satisfy any judgment obtained in this case after trial and appeal.

WHO IS INCLUDED IN THE PARTIAL SETTLEMENTS?

6. How do I know if I am affected by the Partial Settlements?

For the purposes of the Partial Settlements, with the few exceptions listed below, everyone who fits the following description is a Settlement Class Member: All Persons¹⁰ who purchased or

¹⁰ For the purposes of the Partial Settlements, a "Person" means an individual, corporation, partnership, limited partnership, limited liability partnership, marital community, association, joint stock company, joint venture and joint

otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”)¹¹; (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requests exclusion as approved by the Court. All Settlement Class Members are entitled to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement because the Action alleges claims against Deloitte Greece for the full Settlement Class Period. However, since PwC Greece only issued an audit opinion for Aegean on May 16, 2017, there were no claims against PwC Greece prior to that date. Thus, only those Settlement Class Members who purchased after May 16, 2017 are alleged to have claims against PwC Greece, and will be entitled to share in the PwC Greece Net Settlement Fund created by the PwC Greece Settlement.

RECEIPT OF THIS NOTICE DOES NOT NECESSARILY MEAN THAT YOU ARE A SETTLEMENT CLASS MEMBER OR THAT YOU ARE ENTITLED TO RECEIVE PROCEEDS FROM THE PARTIAL SETTLEMENTS.

7. Are there any exceptions to being included as a Settlement Class Member?

Yes. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Dismissed Defendants; (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in question 13 below.

venturer, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

¹¹ Dismissed Defendants are E. Nikolas Tavlarios, John P. Tavlarios, Jonathan McIlroy, Peter C. Georgiopoulos, Yiannis N. Papanicolaou, Konstantinos D. Koutsomitopoulos, George Konomos, Spyridon Fokas, DTTL, Deloitte US, PwCIL and PwC US.

8. I am still not sure if I'm included.

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator at 1-877-888-9760 (Toll Free) or you can fill out the Claim Form described in response to question number 12 below (“How do I participate in the Partial Settlements? What do I need to do?”) to see if you qualify. You can also contact Lead Counsel at the addresses and phone numbers listed on page XX above and in the response to question number 23 below. Please do not contact the Court.

THE PARTIAL SETTLEMENTS BENEFITS

9. What do the Partial Settlements provide?

Settling Defendants have paid or will pay a total of \$29.8 million (comprised of \$14.9 million from PwC Greece and \$14.9 million from Deloitte Greece) into two separate escrow accounts. The \$14.9 million account from PwC Greece will earn interest, as provided for in the PwC Greece Stipulation, for the benefit of the Settlement Class Members who purchased Aegean Securities between May 17, 2017 and November 5, 2018. The \$14.9 million account from Deloitte Greece will earn interest, as provided for in the Deloitte Greece Stipulation, for the benefit of all Settlement Class Members. After deduction of Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses or amounts as may be approved by the Court, the respective balances of the two escrow accounts (the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund) will be distributed to Settlement Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, as applicable, discussed at pages XX to XX below. The Partial Settlements also provide for coordination with respect to fulfillment of the terms of the Settling Defendants’ respective Stipulations, including by providing certain audit workpapers.

In exchange for the Settling Defendants’ payments, the claims described in response to question number 11 below entitled, “What am I giving up to get a payment or stay in the Settlement Class?” will be released, relinquished, discharged and dismissed with prejudice.

The proposed Partial Settlements represent a compromise of disputed claims and does not mean that the Settling Defendants have been found liable for any claims asserted by Lead Plaintiff.

10. How much will my payment be? When will I receive it?

At this time, it is not possible to make any determination as to how much any individual Settlement Class Member may receive from the Partial Settlements. Your share of the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund will depend on the number of valid and timely Claim Forms that Settlement Class Members send in, how many units of Aegean common stock, debt-securities (notes) and/or options you bought and sold, and when you bought and sold them. As discussed above, Settlement Class Members will only be eligible for distribution from the PwC Greece Net Settlement Fund if they acquired their securities after May 16, 2017. You should look at the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation

sections of this Notice that appear on pages **XX** below for a description of the calculations to be made by the Claims Administrator in computing the amounts to be paid to the “Authorized Claimants,” that is, those investors who submit valid and timely Claim Forms establishing that they are Settlement Class Members.

The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the claim of any member of the Settlement Class.

The PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are submitted herewith (*see* pages **XX to XX** below) for the Court’s approval; however, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation shall in no way disturb or affect the Court’s approval of the Settling Defendants’ respective Stipulations and shall be considered separate from the Court’s Order and Final Judgment with Prejudice Regarding PwC Greece¹² and the Court’s Order and Final Judgment with Prejudice Regarding Deloitte Greece¹³ discussed in response to question number 11 below. The objective of the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation is to equitably distribute the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund to those Settlement Class Members who suffered economic losses as a result of the alleged wrongdoing against each of the Settling Defendants. Payment pursuant to the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation will be conclusive against Authorized Claimants. No person will have any claim against Lead Plaintiff, Lead Counsel, any other Plaintiff and Plaintiff’s Counsel in the Action, the Settling Defendants, PwC Greece’s Counsel, Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties or their counsel, or the Claims Administrator or other agents designated by Lead Counsel arising from distributions made substantially in accordance with the Settling Defendants’ respective Stipulations, the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation, or further orders of the Court. Settling Defendants, PwC Greece’s and Deloitte Greece’s Counsel, the other relevant Settling Defendant’s Released Parties and their counsel will have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund and/or Deloitte Greece Settlement Fund, the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund, the PwC Greece Plan of Allocation and/or Deloitte Greece Plan of Allocation or the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator, the payment or withholding of taxes owed by the PwC Greece Settlement Fund and Deloitte Greece Settlement Fund or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute, administer and distribute the Settlement.

Each Settlement Class Member will be deemed to have submitted to the jurisdiction of the United States District Court for the Southern District of New York with respect to his, her or its Claim

¹² The “Order and Final Judgment with Prejudice Regarding PwC Greece” means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the PwC Greece Stipulation, substantially in the form of Exhibit B to the PwC Greece Stipulation.

¹³ The “Order and Final Judgment with Prejudice Regarding Deloitte Greece” (and, together with the Order and Final Judgment Regarding PwC Greece, the “Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece”) means the order(s) and final judgment(s) to be entered in this Action pursuant to ¶ 12.1 of the Deloitte Greece Stipulation, substantially in the form of Exhibit B to the Deloitte Greece Stipulation.

Form. Persons and entities that exclude themselves from the Settlement Class will not be eligible to receive a distribution from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund and should not submit Claim Forms.

The Partial Settlements are conditioned on two main events: (i) the entry of the Judgment by the Court, after the Court holds a Final Approval Hearing to decide whether to approve the Partial Settlements, as provided for in the PwC Greece Stipulation and the Deloitte Greece Stipulation; and (ii) the expiration of the applicable period to file all appeals from the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece. If the PwC Greece Settlement and/or the Deloitte Greece Settlement are approved, it is possible there may be an appeal by someone. There is always uncertainty as to how these appeals will be resolved, and resolving them can take time, perhaps more than a year. Also, if certain conditions of the PwC Greece Settlement or the Deloitte Greece Settlement, as described in the Stipulations, are not met, the Partial Settlements might be terminated and become null and void. In addition, the Claims Administrator will need time to process all of the timely claims before any distribution can be made.

<p>11. What am I giving up to get a payment or stay in the Settlement Class?</p>

If the Partial Settlements are approved, the Court will enter two separate orders and final judgments with prejudice, among other things, dismissing the claims against PwC Greece and Deloitte Greece and entering final judgment regarding PwC Greece and Deloitte Greece (the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece). Among other things, the Order and Final Judgment with Prejudice Regarding PwC Greece will dismiss the claims against PwC Greece with prejudice, and will provide that Lead Plaintiff and all other Settlement Class Members will be deemed to have—and by operation of the Order and Final Judgment with Prejudice Regarding PwC Greece will have—released, relinquished, dismissed and forever discharged the PwC Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the PwC Greece Released Parties (as defined below). Among other things, the Order and Final Judgment with Prejudice Regarding Deloitte Greece will dismiss the claims against Deloitte Greece with prejudice, and will provide that Lead Plaintiff and all other Settlement Class Members will be deemed to have—and by operation of the Order and Final Judgment with Prejudice Regarding Deloitte Greece will have—released, relinquished, dismissed and forever discharged the Deloitte Greece Released Claims (as defined below), including Unknown Claims (as defined in below), against each and all of the Deloitte Greece Released Parties (as defined below).

“PwC Greece Released Claims” means any and all claims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, losses, remedies, fees, expenses, costs, accountings, obligations, judgments and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or foreign law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against PwC Greece, PwCIL or PwC US, or that could or might have been asserted against PwC Greece, PwCIL, PwC US or any other PwC Network firm

as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity in any federal, state, common, arbitral, administrative or foreign court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint, including but not limited to, any audits or reviews of Aegean financial statements by PwC Greece or any services of any kind provided to Aegean by PwC Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “PwC Greece Released Claims” do not include: (a) claims to enforce the Partial Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, Deloitte Greece or any Dismissed Defendants other than PwCIL and PwC US; and (c) claims asserted in the Aegean Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

“Deloitte Greece Released Claims” means any and all claims, counterclaims, rights, demands, liabilities, lawsuits, issues and controversies, debts, damages, injuries, losses, remedies, fees, expenses, costs, accountings, obligations, judgments, and causes of action of every kind or nature, character and description, whether legal, statutory, equitable or of any other type or form, whether known or unknown, anticipated or unanticipated, contingent or absolute, accrued or unaccrued, liquidated or unliquidated, disclosed or undisclosed, foreseen or unforeseen, whether arising under federal, state, common, administrative, or non-U.S. law, that Lead Plaintiff or any other member of the Settlement Class asserted in this Action against Deloitte Greece, DTTL or Deloitte US, or that could or might have been asserted against Deloitte Greece, DTTL or Deloitte US as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities acting in said capacity (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates) in any federal, state, common, arbitral, administrative or non-U.S. court, tribunal, forum or proceeding, that both (a) arise out of, could have arisen out of, arise now, hereafter arise out of, relate in any manner or are based upon in any way the allegations, events, transactions, facts, matters, acts, failures to act, occurrences, statements, representations, omissions, disclosures or any other matter, thing or cause whatsoever, embraced, involved, at issue, set forth, referred to or otherwise related in any way, directly or indirectly, to the Complaint including, but not limited to, any audits or reviews of Aegean financial statements by Deloitte Greece or any services of any kind provided to Aegean by Deloitte Greece; and (b) relate in any way to the purchase, acquisition, sale or holding of any Aegean security during the Settlement Class Period. “Deloitte Greece Released Claims” do not include: (a) claims to enforce the Deloitte Greece Settlement; (b) claims against Dimitris Melisanidis, Spyros Gianniotis, PwC Greece or any Dismissed Defendants other than DTTL and Deloitte US; and/or (c) claims asserted in the Aegean

Bankruptcy or the rights of Lead Plaintiff or any Settlement Class Member to receive distributions pursuant to the Chapter 11 Plan confirmed in the Aegean Bankruptcy, including any distribution of any recovery by the Litigation Trustee.

“PwC Greece Released Party” or “PwC Greece Released Parties” means PwC Greece, PwCIL, PwC US and all other PwC Network firms, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities; and each and all of the foregoing entities’ respective past, present and future directors, officers, boards and board members, employees, partners (in the broadest concept of that term), principals, representatives, alleged partners, associates, owned and controlled entities and persons, stockholders, members and owners, attorneys (including PwC Greece’s Counsel, and counsel for PwCIL and PwC US), advisors, contractors, consultants, trustees, insurers, co-insurers, reinsurers, agents, heirs, executors, estates, administrators, fiduciaries, successors, assignors and assigns.

“Deloitte Greece Released Party” or “Deloitte Greece Released Parties” means Deloitte Greece, DTTL and Deloitte US, as well as their respective past, present and future, direct or indirect, parent entities, subsidiaries, member firms, joint venturers, divisions, offices and other affiliates, predecessors and successors of each and all such entities (including, but not limited to, Deloitte LLP, Deloitte USA LLP, Deloitte Consulting LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP, Deloitte Services LP, Deloitte Touche Tohmatsu, Deloitte Global Services Limited, Deloitte Global Services Holdings Limited, Deloitte Touche Tohmatsu Services, LLC, IPCO LLC, and the DTTL network of member firms and each of those member firms and their affiliates acting in said capacity); and each and all of the foregoing entities’ respective past, present and future representatives, insurers, co-insurers, re-insurers, predecessors, successors, assignors, assigns, agents, advisors, heirs, executors, estates trustees, administrators, fiduciaries, consultants, contractors, partners, principals, members, directors, boards and board members, officers, officials, shareholders, employees, subsidiaries, parents, affiliates, divisions, offices, owned or controlled entities and persons, and attorneys (including Deloitte Greece’s Counsel, counsel for DTTL and counsel for Deloitte US).

“Released Parties’ Claims” means any and all claims and causes of action of every nature and description, whether known or Unknown, whether arising under federal, state, common or non-U.S. law, that arise out of or relate in any way to the institution, prosecution or settlement of the claims against the PwC Greece Released Party or Parties or the Deloitte Greece Released Party or Parties, as applicable, except for claims relating to the enforcement of the Partial Settlements, against Lead Plaintiff in the Action, and its respective attorneys, or any other Settlement Class Member.

“Unknown Claims” has the same meaning for each Settlement, with respect to either of the Settling Defendants, and means any and all the Settling Defendant’s Released Claims or Released Parties’ Claims which (a) Lead Plaintiff or any other Settlement Class Member; and (b) the Settling Defendant’s Released Parties does not know or suspect to exist in his, her or its favor at the time of the release of such claims, of every nature and description. This includes claims which, if known by him, her or it, might have affected his, her or its settlement with and release of the Settling Defendant’s Released Parties, the Settlement Class Members or the Settling Parties, or

might have affected his, her or its decision(s) with respect to the Partial Settlements, the Settling Defendant's Released Claims or the Released Parties' Claims, including his, her or its decision to object or not object to Partial Settlements. With respect to any and all the Settling Defendant's Released Claims and the Released Parties' Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Partial Settlements, Lead Plaintiff and the Settling Defendant shall expressly waive, and each of the other Settlement Class Members and the Settling Defendant's Released Parties shall be deemed to have waived and by operation of the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece shall have expressly waived to the fullest extent permitted by law, any and all provisions, rights and benefits conferred by any law of any state or territory of the United States or any other jurisdiction, or principle of common law or non-U.S. law, which is similar, comparable or equivalent to California Civil Code § 1542, 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.

The Settling Parties and the Settling Defendant's Released Parties may hereafter discover facts, legal theories, or authorities in addition to or different from those he, she or it now knows or believes to be true with respect to the subject matter of the Settling Defendant's Released Claims and the Released Parties' Claims, but the Settling Parties and the Settling Defendant's Released Parties expressly, fully, finally and forever settle and release, and each Settling Defendant's Released Party, Settling Party, and each of the Settlement Class Members and counsel shall be deemed to have settled and released and, upon the Effective Date and by operation of the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece, shall have settled and released, fully, finally and forever, any and all Settling Defendant's Released Claims and the Released Parties' Claims, without regard to the subsequent discovery or existence of such different or additional facts, legal theories or authorities. Lead Plaintiff and Settling Defendant acknowledge, and each of the other Settlement Class Members and the Settling Defendant's Released Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a material element of the Partial Settlement.

12. How do I participate in the Partial Settlements? What do I need to do?

If you purchased or otherwise acquired the securities described above, you are not excluded by the definition of the Settlement Class and you do not elect to exclude yourself from the Settlement Class, then you are a Settlement Class Member. As such, you will be bound by the proposed Partial Settlements if the Court approves either or both of them, and by any judgment or determination of the Court affecting the Settlement Class. To qualify for payment, you must have recognized losses under the PwC Greece Plan of Allocation or the Deloitte Greece Plan of Allocation and you must timely send in a Claim Form to the Claims Administrator. A Claim Form is attached to this Notice and is also available on the settlement website maintained by the Claims Administrator, www.aegeansecuritieslitigation.com as well as Lead Counsel's website at www.bermantabacco.com. Read the instructions carefully, fill out the Claim Form, include all supporting documentation the Claim Form asks for, sign it, and mail it postmarked no later than

[TO BE INSERTED]. Unless the Court orders otherwise, if you do not timely submit a Claim Form, you will be barred from receiving any payments from the PwC Greece Net Settlement Fund and/or Deloitte Greece Net Settlement Fund but will in all other respects be bound by the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece.

Those who exclude themselves from the Settlement Class and those who do not submit timely a valid Claim Form with adequate supporting documentation will not be entitled to share in the Partial Settlements. Please retain all records of your ownership of and transactions in the securities, as they may be needed to document your Claim.

As a Settlement Class Member, you are represented by Lead Plaintiff and Lead Counsel, unless you enter an appearance through counsel of your own choice at your own expense. You are not required to retain your own counsel, but if you choose to do so, such counsel must file a notice of appearance on your behalf and must serve copies of his or her notice of appearance on the attorneys listed in response to question number 18 below entitled, “When and where will the court decide whether to approve the Partial Settlements?”

If you do not wish to remain a Settlement Class Member, you may exclude yourself from the Settlement Class by following the instructions in response to question number 13 below entitled, “What if I do not want to be part of the Partial Settlements? How do I exclude myself?” If you exclude yourself from the Settlement Class, you will not be eligible to receive any benefit from the Partial Settlements and you should not submit a Claim Form, but you will retain the right to be a part of any other lawsuit against any of the relevant Settling Defendant’s Released Parties (as defined in response to question number 11 above) with respect to any of the relevant Settling Defendant’s Released Claims (as defined in response to question number 11 above).

If you wish to object to the Partial Settlements or any of their terms, the proposed PwC Greece Plan of Allocation or Deloitte Greece Plan of Allocation, Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and/or Lead Counsel’s application for the establishment of a Litigation Expense Fund, and if you do not exclude yourself from the Settlement Class, you may present your objections by following the instructions in response to question number 18 below entitled, “When and where will the Court decide whether to approve the Partial Settlements?” If you exclude yourself from the Settlement Class, you are not entitled to submit an objection.

EXCLUDING YOURSELF FROM THE SETTLEMENT

<p>13. What if I do not want to be part of the Partial Settlements? How do I exclude myself?</p>

Each Settlement Class Member will be bound by all determinations and judgments in this lawsuit, including those concerning the Partial Settlements, whether favorable or unfavorable, unless such person or entity mails, by first class mail (or its equivalent outside the U.S.), or otherwise delivers a written Request for Exclusion from the Settlement Class, addressed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

EXCLUSIONS
P.O Box 173001
Milwaukee, WI 53217.

The exclusion request must be *postmarked* no later than [TO BE INSERTED]. Such Persons requesting exclusion are also directed to provide the following information: (a) the name, address and telephone number of the Person seeking exclusion; (b) the identity and original face value of any Aegean Securities purchased (or otherwise acquired) during the Settlement Class Period, including the dates of each purchase or acquisition, the number of shares purchased or otherwise acquired, and the prices or other consideration paid for such purchases or acquisitions; (c) the identity and original face value of any Aegean Securities sold or otherwise disposed of during the Settlement Class Period, including the dates of each sale or other disposition, the number of shares sold or otherwise disposed of, and the prices or other consideration received for such sales or dispositions; (d) the date of each purchase or sale transaction; and (e) a statement that the person or entity wishes to be excluded from the Settlement Class in the *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 1:18-cv-04993 (NRB), and must be signed by such Person. Requests for Exclusion will not be valid if they do not include the information set forth above and are not received within the time stated above, unless the Court otherwise determines.

If a person or entity requests to be excluded from the Settlement Class, that person or entity will not receive any benefit provided for in the Settling Defendants' respective Stipulations.

THE LAWYERS REPRESENTING YOU

14. Do I have a lawyer in this case?

Yes. The Court appointed Berman Tabacco, Lead Counsel, to represent all Settlement Class Members. Lead Counsel may be contacted at the address and phone number listed on page XX above and listed in response to question number 23 below. There is no need to retain your own lawyer. If you want to be represented by your own lawyer, you may hire one at your own expense.

15. How will the lawyers be paid?

At the Final Approval Hearing, Lead Counsel will ask the Court to approve payment of up to 25% of the Partial Settlement Funds, or approximately \$7,450,000 for attorneys' fees, and for reimbursement of out-of-pocket expenses not to exceed \$380,000. To date, Lead Counsel has not been paid for their services for conducting this Action on behalf of Lead Plaintiff and the Settlement Class, nor for their substantial out-of-pocket expenses. The fee requested will compensate Lead Counsel for their work in achieving the PwC Greece and Deloitte Greece Partial Settlement Funds. The Court may, however, award less than this amount. In that case the difference will remain with the Partial Settlement Funds. Lead Counsel has not received any payment for its services in pursuing claims against Defendants on behalf of the Settlement Class; nor has Lead Counsel been reimbursed for its out-of-pocket expenses.

Lead Counsel will additionally request that the Court allow Lead Counsel to draw from the Settling Parties' Partial Settlement Funds a Litigation Expense Fund amount of up to a total of \$2 million from both (*i.e.*, advances to defray current and future Litigation Expenses, including necessary expenses and expert fees, of prosecuting claims asserted against the Non-Settling Defendants). Any Litigation Expense Fund authorized by the Court will be an advance on (and not in addition to) any final fees or expense reimbursements awarded. The Court will determine the amount of any such award.

OBJECTING TO THE SETTLEMENT

16. How do I tell the Court that I do not like the Partial Settlements?
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If you are a Settlement Class Member and do not request exclusion in accordance with the response to question number 13 above, you can tell the Court that you do not agree with either or both of the Partial Settlements or any part of them, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund.

Objections or oppositions must be in writing. You must file any written objection or opposition, together with copies of all other supporting papers and briefs, with the Clerk's Office at the United States District Court for the Southern District of New York at the address set forth below on or before **[TO BE INSERTED]**. You must also serve the papers on Lead Counsel for the Settlement Class and counsel for the Settling Defendants at the addresses set forth below so that the papers are *received* on or before **[TO BE INSERTED]**.

Clerk's Office	Lead Counsel for the Settlement Class	Counsel For PwC Greece	Counsel For Deloitte Greece
UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK 500 Pearl Street New York, New York 10007	BERMAN TABACCO Nicole Lavallee, Esq. 44 Montgomery Street, Suite 650 San Francisco, CA 94104	WILMERHALE LLP Christopher Davies 1875 Pennsylvania Avenue NW Washington, DC 20006	ORRICK, HERRINGTON & SUTCLIFFE LLP Thomas N. Kidera 51 West 52nd Street New York, NY 10019-6142

Any objection must include: (a) the full name, address, and phone number of the objecting Settlement Class Member; (b) a list and supporting documentation evidencing all of the Settlement Class Member's transactions involving Aegean Securities included in the Settlement Class definition, including brokerage confirmation receipts or other competent documentary evidence of such transactions, including the amount and date of each purchase or sale and the prices paid and/or received; (c) a written statement of all grounds for the objection accompanied by any legal support for the objection; (d) copies of any papers, briefs or other documents upon which the objection is based; (e) a list of all persons who will be called to testify in support of the objection; (f) a statement of whether the objector intends to appear at the Final Approval Hearing; (g) a list of other cases in which the objector or the objector's counsel have appeared either as settlement objectors or as counsel for objectors in the preceding five years; and (h) the objector's signature, even if represented by counsel. Persons who intend to object to the Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Plaintiffs' application for attorneys' fees and reimbursement of Litigation Expenses and/or to Lead Counsel's application for the

establishment of a Litigation Expense Fund and who desire to present evidence at the Final Approval Hearing, must include in their written objections the exhibits they intend to introduce into evidence at the Final Approval Hearing.

You may not object to the Partial Settlements, or any aspect of them, if you excluded yourself from the Settlement Class.

You may file a written objection without having to appear at the Final Approval Hearing. You may not appear at the Final Approval Hearing to present your objection, however, unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

You are not required to hire an attorney to represent you in making written objections or in appearing at the Final Approval Hearing. If you decide to hire an attorney, which will be at your own expense, he or she must file a notice of appearance with the Court and serve it on Lead Counsel so that the notice is received on or before [TO BE INSERTED].

17. What's the difference between objecting and being excluded from the Settlement Class?

Objecting is simply telling the Court that you do not like something about either or both of the Partial Settlements. You can object only if you stay in the Settlement Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

The Court will hold a hearing to decide whether to approve the Partial Settlements. You do not need to attend that hearing but are welcome to attend if you so desire.

18. When and where will the Court decide whether to approve the Partial Settlements?

The Final Approval Hearing on these Partial Settlements will be held on [DATE TO BE INSERTED], at [TIME TO BE INSERTED], before the Honorable Naomi Reice Buchwald, United States District Judge, at the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21A, New York, New York 10007, to determine: (a) whether each of the proposed Partial Settlements on the terms and conditions provided for in the Settling Defendants' respective Stipulations is fair, reasonable and adequate, and should be approved by the Court; (b) whether the Orders and Final Judgments with Prejudice Regarding PwC Greece and Deloitte Greece should be entered dismissing the Action as to the Settling Defendants, on the merits and with prejudice, and entering final judgment as to the claims against the Settling Defendants and dismissed defendants PwCIL, PwC US, DTTL and Deloitte U.S.; (c) whether the release by the Settlement Class of the relevant Settling Defendant's Released Claims against the relevant Settling Defendant's Released Parties

(as defined in response to question number 11 above) and the release by the relevant Settling Defendant's Released Parties of the Released Parties' Claims should be ordered; (d) whether the proposed PwC Greece Plan of Allocation and/or the proposed Deloitte Greece Plan of Allocation to distribute the Settlement proceeds (described on pages **XX to XX** below) is fair and reasonable; (e) whether to approve the application by Lead Counsel for attorneys' fees and reimbursement of Litigation Expenses; and (f) whether Lead Counsel's application for the establishment of a Litigation Expense Fund should be approved by the Court.

THE FINAL APPROVAL HEARING DATE MAY CHANGE WITHOUT FURTHER NOTICE TO THE SETTLEMENT CLASS, SO PLEASE CHECK WITH LEAD COUNSEL, THE SETTLEMENT WEBSITE WWW.AEGEANSECURITIESLITIGATION.COM, OR THE COURT'S PACER SYSTEM TO CONFIRM THE HEARING DATE.

If you do not wish to object in person to the proposed Partial Settlements and/or the application for the establishment of a Litigation Expense Fund, you do not need to attend the Final Approval Hearing. You can object to or participate in the Partial Settlements without attending the Final Approval Hearing.

Unless the Court orders otherwise, any Settlement Class Member who does not object in the manner described above will be deemed to have waived any objection and will be forever foreclosed from making any objection to the proposed Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. Settlement Class Members do not need to appear at the hearing or take any other action to indicate their approval.

If there are objections, the Court will consider them. The Court has discretion to listen to people who have made a written request to speak at the hearing. After the hearing, the Court will decide whether to approve either or both of the Partial Settlements, PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of Litigation Expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund. We do not know how long these decisions will take. If you want to attend the hearing, you should check with Lead Counsel, the settlement website www.aegeansecuritieslitigation.com, or the Court's PACER system beforehand to be sure that the date and/or time has not changed.

19. Do I have to come to the Final Approval Hearing?

No. Lead Counsel will answer questions the Judge may have. But, you are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

20. May I speak at the Final Approval Hearing?

Any Settlement Class Member who did not request to be excluded from the Settlement Class by **[TO BE INSERTED]** is entitled to appear at the Final Approval Hearing, in person or through a duly authorized attorney, and to show cause (a) why either or both of the Partial Settlements should not be approved as fair, reasonable and adequate (b) why the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation should or should not be approved; (c) why judgments should not be entered thereon; or (d) why Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses and any application for the establishment of a Litigation Expense Fund should not be granted. However, you may not be heard at the Final Approval Hearing unless, on or before **[TO BE INSERTED]**, you file a Notice of Intention to Appear and a statement of the position that you will assert and the grounds for the position, together with copies of any supporting papers or briefs with the Clerk of the Court, United States District Court, Southern District of New York, 500 Pearl Street, New York, New York 10007, as described in response to question number 16 above entitled, “How do I tell the Court that I do not like the Partial Settlements?”

Only Settlement Class Members who have submitted written notices in this manner may be heard at the Final Approval Hearing, unless the Court orders otherwise.

IF YOU DO NOTHING

21. What happens if I do nothing at all?

If you are a Settlement Class Member but do nothing, then you will get no money from these Partial Settlements. You must file a Claim Form to be eligible to receive anything from the Partial Settlements. But, unless you exclude yourself, you will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against the Settling Defendants about the legal issues in this case, ever again.

GETTING MORE INFORMATION

22. Are there more details about the Partial Settlements?

Yes. This Notice summarizes the proposed Partial Settlements. More details (including definitions of various terms used in this Notice) are contained in the pleadings and other papers in this Action, including the Settling Defendants’ respective Stipulations, which have been filed with the Court. Lead Plaintiff’s submissions in support of the Partial Settlements will be filed with the Court prior to the Final Approval Hearing. In addition, information about the Partial Settlements will be posted on the settlement website set up for this case: www.aegeansecuritieslitigation.com. If you have any further questions, you may contact Lead Counsel identified in the response to question number 14 above entitled, “Do I have a lawyer in this case?” You may also call the Claims Administrator at 1-877-888-9760 (Toll Free) to find answers to common questions about the Partial Settlements and obtain information about the status of the settlement approval process.

23. Can I See The Court File? Who Should I Contact If I Have Questions?

This Notice contains only a summary of the terms of the proposed Partial Settlements. More detailed information about the matters involved in the Action is available at www.aegeansecuritieslitigation.com, including, among other documents, copies of the Settling Defendants' respective Stipulations, the Claim Form and the Complaint. Lead Plaintiff's submissions in support of the Partial Settlements and Lead Counsel's fee and expense application will be filed with the Court prior to the Final Approval Hearing.

All inquiries concerning this Notice or the Claim Form should be directed to:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

OR

Nicole Lavallee
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com
Lead Counsel

SPECIAL NOTICE TO NOMINEES

24. Special Notice to Banks, Trustees, Brokerage Firms, or Other Nominees

If you hold any Aegean Securities purchased during the Settlement Class Period as nominee for a beneficial owner, then, within seven (7) days after you receive this Notice, you must either: (a) send a copy of this Notice and the Claim Form by first-class mail to all such Persons; or (b) provide a list of the names and addresses of such Persons to the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
Claims Administrator
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

If you choose to mail the Notice and Claim Form yourself, you may obtain from the Claims Administrator (without cost to you) as many additional copies of these documents as you will need to complete the mailing. Regardless of whether you choose to complete the mailing yourself or

elect to have the mailing performed for you, you may obtain reimbursement for reasonable costs actually incurred or expected to be incurred in connection with forwarding the Notice and Claim Form and which would not have been incurred but for the obligation to forward the Notice and Claim Form, upon submission of appropriate documentation to the Claims Administrator.

UNDERSTANDING YOUR PAYMENT - THE PwC GREECE PLAN OF ALLOCATION

25. How will my claim be calculated for the PwC Greece Settlement?

1. As discussed above, the PwC Greece Settlement provides \$14.9 million in cash for the benefit of the members of the Settlement Class who allegedly have claims against Settling Defendant PwC Greece. The PwC Greece Settlement Amount and any interest it earns constitute the “PwC Greece Settlement Fund.” The PwC Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes and any other fees or expenses approved by the Court, is the “PwC Greece Net Settlement Fund.” If the PwC Greece Settlement is approved by the Court, the PwC Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against PwC Greece – in accordance with this proposed Plan of Allocation (“PwC Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the PwC Greece Net Settlement Fund but will otherwise be bound by the PwC Greece Settlement. The Court may approve this proposed PwC Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the PwC Greece Plan of Allocation will be posted on the settlement website: www.aegeansecuritieslitigation.com.

2. The objective of the PwC Greece Plan of Allocation is to distribute the PwC Greece Settlement Fund equitably among those Settlement Class Members who suffered economic losses as a proximate result of PwC Greece’s alleged wrongdoing. To be clear, since PwC Greece’s audit opinion was issued after the close of trading on May 16, 2017, only those Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options) after that date but before November 6, 2018 and held through at least one partial disclosure, allegedly have claims against PwC Greece. The PwC Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the PwC Greece Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against PwC Greece after a trial. Nor are the calculations in accordance with the PwC Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the PwC Greece Settlement. The computations under the PwC Greece Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the PwC Greece Net Settlement Fund. The Recognized Loss amount formulas below are intended solely for purposes of this PwC Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against PwC Greece, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common

stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”)¹⁴; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)¹⁵; and/or (iv) Aegean call options; or (b) sold Aegean put options, (collectively referred to as the “Aegean Securities”) after PwC Greece issued its audit opinion on May 16, 2017, but within the Settlement Class Period, and have held through a partial disclosure.

4. The PwC Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the PwC Greece Plan of Allocation, Lead Plaintiff’s damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired after May 16, 2017 but within the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by PwC Greece’s misconduct, Lead Plaintiff’s damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a “corrective disclosure”) was released to the market on various dates including the following dates after the issuance of PwC’s audit opinion: February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018, thereby impacting the prices of Aegean Securities on February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. As discussed above, in order to have a “Recognized Loss Amount” under the PwC Greece Plan of Allocation for the Partial Settlement against PwC Greece, Aegean Securities must have been purchased or otherwise acquired during the period between May 17, 2017 and November 5, 2018, inclusive (“PwC Greece Relevant Period”), and held through the issuance of at least one corrective disclosure.¹⁶

ALLOCATION OF THE PWC GREECE NET SETTLEMENT FUND

7. As detailed below, the PwC Greece Net Settlement Fund will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member’s damages. The PwC Greece Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) at least 95% of the PwC Greece Net Settlement Fund will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the PwC Greece Net Settlement Fund will be allocated to options on Aegean common stock.

¹⁴ The CUSIP number for the 4.00% Notes is: EJ8900817.

¹⁵ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

¹⁶ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE PwC GREECE SETTLEMENT

8. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Aegean Securities (or sold put options) during the PwC Greece Relevant Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or \$0.00 under the formula below, that Recognized Loss Amount will be \$0.00.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the PwC Greece Relevant Period, the claim per share shall be as follows:

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below.
- (d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.¹⁷

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the PwC Greece Relevant Period, and;

¹⁷ Under Section 21(D)(e)(1) of the Securities Exchange Act of 1934 (“Exchange Act”), “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.¹⁸

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the PwC Greece Relevant Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.¹⁹

¹⁸ The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

¹⁹ The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.²⁰

13. For call options on Aegean common stock purchased or otherwise acquired during the PwC Greece Relevant Period, and:

- (a) Closed (through sale, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is \$0.00.
- (b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement (through sale, expiration, or exercise) of the call option contract.

14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is \$0.00.

15. For put options on Aegean common stock written or otherwise sold during the Settlement Class Period, and:

- (a) Closed (through purchase, exercise or expiration) before February 21, 2018, the Recognized Loss Amount is \$0.00.
- (b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement (through sale, expiration, or exercise) of the put option contract less the initial proceeds received upon the sale of the put option contract.

²⁰ To participate in the Partial Settlements, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the corrective disclosures identified above. The Claims Administrator will determine if the Claimant had a “Market Gain” or “Market Loss” with respect to his, her, or its overall transactions in Aegean options contracts during the PwC Greece Relevant Period. Only Claimants who suffered an overall “Market Loss” in connection with his, her, or its purchases or sales of Aegean options contracts shall be eligible to participate in the Partial Settlements. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

ADDITIONAL PROVISIONS REGARDING PWC GREECE SETTLEMENT

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. PwC Greece Relevant Period sales will be matched first against any holdings at the beginning of the PwC Greece Relevant Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the PwC Greece Relevant Period.

18. A claimant’s “Recognized Claim” under the PwC Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The PwC Greece Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” (referring to the amount that the Court authorizes and directs to be distributed, in whole or in part, to Authorized Claimants) will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the PwC Greece Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Aegean Securities during the PwC Greece Relevant Period will not be deemed a purchase, acquisition or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the PwC Greece Relevant Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. However, under the PwC Greece Plan of Allocation, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest PwC Greece Relevant Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period, the value of the claimant’s Recognized Claim

will be \$0.00. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period but that market loss was less than the claimant's total Recognized Claim calculated above, then the claimant's Recognized Claim will be limited to the amount of the actual market loss.²¹ For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount²² and (ii) the sum of the Total Sales Proceeds^{23,24} and Holding Value (for Aegean common stock and Notes only).²⁵ This difference will be deemed a claimant's market gain or loss with respect to his, her or its overall transactions in Aegean Securities during the PwC Greece Relevant Period.

24. After the initial distribution of the PwC Greece Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the PwC Greece Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the PwC Greece Settlement, including for such re-distributions, would be cost-effective. At such time

²¹ For the Aegean 4.00% Notes and the Aegean 4.25% Notes, only transactions between May 17, 2017 and November 5, 2018, inclusive, shall be considered for the determination of market gains and/or losses under the PwC Greece Plan of Allocation.

²² The "Total Purchase Amount" is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the PwC Greece Relevant Period.

²³ The Claims Administrator will match any sales of Aegean common stock from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

²⁴ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 first against the claimant's opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the PwC Greece Relevant Period through and including the close of trading on November 7, 2018 will be the "Total Sales Proceeds."

²⁵ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018 (the "Holding Value"). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the PwC Greece Relevant Period and still held as of the close of trading on November 7, 2018.

as it is determined that the re-distribution of funds remaining in the PwC Greece Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

25. Payment pursuant to the PwC Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the PwC Greece Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement Class Member, PwC Greece, PwC Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the PwC Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the PwC Greece Settlement Fund or the PwC Greece Net Settlement Fund; the PwC Greece Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute administer and distribute the PwC Greece Settlement.

26. The Court has reserved jurisdiction to allow, disallow or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

27. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

UNDERSTANDING YOUR PAYMENT - THE DELOITTE GREECE PLAN OF ALLOCATION

26. How will my claim be calculated for the Deloitte Greece Settlement?

1. As discussed above, the Deloitte Greece Settlement provides \$14.9 million in cash for the benefit of the members of the full Settlement Class who allegedly have claims against the Settling Defendant Deloitte Greece. The Deloitte Greece Settlement Amount and any interest it earns constitute the “Deloitte Greece Settlement Fund.” The Deloitte Greece Settlement Fund, after deduction of Court-approved attorneys’ fees and expenses, Notice and Administration Costs, Taxes, and any other fees or expenses approved by the Court, is the “Deloitte Greece Net Settlement Fund.” If the Deloitte Greece Settlement is approved by the Court, the Deloitte Greece Net Settlement Fund will be distributed to eligible Authorized Claimants – members of the entire Settlement Class who timely submit valid Claim Forms that are accepted for payment by the Court and who allegedly have a claim against Deloitte – in accordance with this proposed Plan of Allocation (“Deloitte Greece Plan of Allocation”) or such other plan of allocation as the Court may approve. Settlement Class Members who do not timely submit valid Claim Forms will not share in the Deloitte Greece Net Settlement Fund but will otherwise be bound by the Deloitte Greece Settlement. The Court may approve this proposed Deloitte Greece Plan of Allocation, or modify it, without additional notice to the Settlement Class. Any order modifying the Deloitte Greece Plan of Allocation will be posted on the settlement website: www.aegeansecuritieslitigation.com.

2. The objective of the Deloitte Greece Plan of Allocation is to distribute the Deloitte Greece Settlement Funds equitably among those Settlement Class Members who suffered economic losses as a proximate result of Deloitte Greece’s alleged wrongdoing. To be clear, Settlement Class Members who purchased or acquired Aegean Securities (or sold Aegean put options during the Settlement Class Period and held through at least one partial disclosure, allegedly have claims against Deloitte Greece. The Deloitte Greece Plan of Allocation is not a formal damage analysis, and the calculations made in accordance with the Deloitte Greece Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Settlement Class Members might have been able to recover against Deloitte Greece after a trial. Nor are the calculations in accordance with the Deloitte Greece Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Deloitte Greece Settlement. The computations under the Deloitte Greece Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Deloitte Greece Net Settlement Fund. The Recognized Loss Amount formulas below are intended solely for purposes of this Deloitte Greece Plan of Allocation and cannot and should not be binding on Lead Plaintiff or any Settlement Class Member for any other purpose.

3. In order to have recoverable damages against Deloitte Greece, Authorized Claimants must have either (a) purchased or otherwise acquired at least one of the following: (i) Aegean common

stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”)²⁶; (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”)²⁷; and/or (iv) Aegean call options; or (b) sold Aegean put options (collectively referred to as the “Aegean Securities”) within the Settlement Class Period and have held through a partial disclosure.

4. The Deloitte Greece Plan of Allocation was developed in consultation with Lead Plaintiff’s damages consultant. In developing the Deloitte Greece Plan of Allocation, Lead Plaintiff’s damages consultant calculated the estimated amount of alleged artificial inflation in each of the Aegean Securities purchased or acquired during the Settlement Class Period. In calculating the estimated artificial inflation allegedly caused by Deloitte Greece’s misconduct, Lead Plaintiff’s damages consultant considered price changes in Aegean Securities in reaction to public disclosures that allegedly corrected the respective alleged misconduct, adjusting the price change for factors that were attributable to market and industry forces.

5. In order to have recoverable damages under the federal securities laws, disclosure of the alleged misrepresentation and/or omission must be the cause of the decline in the price of the security. In this Action, Lead Plaintiff alleges that corrective information (referred to as a “corrective disclosure”) was released to the market on various dates: December 14, 2016; February 20, 2018; June 4, 2018; November 2, 2018; and November 6, 2018; thereby impacting the prices of Aegean Securities on December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and November 7, 2018.

6. In order to have a “Recognized Loss Amount” under the Deloitte Greece Plan of Allocation for the Deloitte Greece Settlement against Deloitte Greece, Aegean Securities must have been purchased or otherwise acquired during the Settlement Class Period, and held through the issuance of at least one corrective disclosure.²⁸

ALLOCATION OF THE DELOITTE GREECE NET SETTLEMENT FUND

7. As detailed below, the Deloitte Greece Net Settlement Fund will be allocated on a *pro rata* basis according to recognized claims for Settlement Class Member’s damages. The Deloitte Greece Net Settlement Fund will be allocated to Authorized Claimants as follows: (a) at least 95% of the Deloitte Greece Net Settlement Fund will be allocated collectively to Aegean common stock and the specified Aegean debt securities; and (b) no more than 5% of the Deloitte Greece Net Settlement Fund will be allocated to options on Aegean common stock.

²⁶ The CUSIP number for the 4.00% Notes is: EJ8900817.

²⁷ The CUSIP number for the 4.25% Notes is: 00773VAB2. Prior to February 12, 2018, the CUSIP number for the 4.25% Notes is: 00773VAA4.

²⁸ Any transactions in Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

**CALCULATION OF RECOGNIZED LOSS AMOUNTS FOR THE DELOITTE
GREECE SETTLEMENT**

8. Based on the formulas stated below, a “Recognized Loss Amount” will be calculated for each purchase or acquisition of Aegean Securities (or sold put options) during the Settlement Class Period that is listed on the Claim Form and for which adequate documentation is provided. If a Recognized Loss Amount calculates to a negative number or \$0.00 under the formula below, that Recognized Loss Amount will be \$0.00.

Transactions in Aegean Common Stock

9. For each share of Aegean publicly traded common stock purchased or otherwise acquired during the Settlement Class Period, the claim per share shall be as follows:

- (a) Sold prior to December 14, 2016, the Recognized Loss Amount will be \$0.00.
- (b) Sold from December 14, 2016 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1) less the sale price multiplied by the percent inflation at the time of sale (as presented in Table 1); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018 through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 2 below.
- (d) Held as of the close of trading on February 4, 2019 or sold thereafter, the Recognized Loss Amount per share will be *the lesser of*: (i) the purchase price multiplied by the percent inflation at the time of purchase (as presented in Table 1); or (ii) the difference between the purchase price and \$0.04 per share.²⁹

²⁹ Under Section 21(D)(e)(1) of the Exchange Act, “in any private action arising under this chapter in which the plaintiff seeks to establish damages by reference to the market price of a security, the award of damages to the plaintiff shall not exceed the difference between the purchase or sale price paid or received, as appropriate, by the plaintiff for the subject security and the mean trading price of that security during the 90-day period beginning on the date on which the information correcting the misstatement or omission that is the basis for the action is disseminated to the market.” 15 U.S.C. § 78u-4(e)(1). Consistent with the requirements of the statute, Recognized Loss Amounts are reduced to an appropriate extent by taking into account the closing prices of Aegean common stock during the 90-day look-back period. The mean (average) closing price for Aegean common stock during this 90-day look-back period was \$0.04.

Transactions in Aegean 4.00% Notes

10. For each \$100 of par of Aegean 4.00% Notes purchased or otherwise acquired during the Settlement Class Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price minus the average closing price between November 7, 2018 and the date of sale as stated in Table 4 below.
- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$20.83 per \$100 of par.³⁰

Transactions in Aegean 4.25% Notes

11. For each \$100 of par of Aegean 4.25% Notes purchased or otherwise acquired during the Settlement Class Period, and;

- (a) Sold prior to February 21, 2018, the Recognized Loss Amount will be \$0.00.
- (b) Sold from February 21, 2018 through November 6, 2018, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the purchase price minus the sale price.
- (c) Sold from November 7, 2018, through and including the close of trading on February 4, 2019, the Recognized Loss Amount will be *the least of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); (ii) the purchase price minus the sale price; or (iii) the purchase price

³⁰ The mean (average) closing price for the Aegean 4.00% Notes during this 90-day look-back period was \$20.83 per \$100 of par.

minus the average closing price between November 7, 2018 and the date of sale as stated in Table 5 below.

- (d) Held as of the close of trading on February 4, 2019, the Recognized Loss Amount will be *the lesser of*: (i) the inflation at purchase per \$100 of par less the inflation at sale per \$100 of par (as presented in Table 3); or (ii) the difference between the purchase price and \$19.92 per \$100 of par.³¹

Transactions in Aegean Option Contracts

12. In order to have a Recognized Loss Amount for options on Aegean common stock, the option contract must have been purchased or written (sold) and the position must have remained open through at least one of the following dates: December 14, 2016; February 21, 2018; February 22, 2018; June 5, 2018; November 5, 2018; November 6, 2018; and/or November 7, 2018.³²

13. For call options on Aegean common stock purchased or otherwise acquired during the Settlement Class Period, and:

- (a) Closed (through sale, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
- (b) Closed (through sale, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the price paid for the call option less the proceeds received upon settlement (through sale, expiration, or exercise) of the call option contract.

14. For call options on Aegean common stock written or otherwise sold, the Recognized Loss Amount is \$0.00.

15. For put options on Aegean common stock written or otherwise sold during the Settlement Class Period, and:

³¹ The mean (average) closing price for the Aegean 4.25% Notes during this 90-day look-back period was \$19.92 per \$100 of par.

³² To participate in the Partial Settlements, claimants must provide adequate documentation to establish that each call option and put option purchased or sold remained open through at least one of the corrective disclosures identified above. The Claims Administrator will determine if the Claimant had a “Market Gain” or “Market Loss” with respect to his, her, or its overall transactions in Aegean options contracts during the Settlement Class Period. Only Claimants who suffered an overall “Market Loss” in connection with his, her, or its purchases or sales of Aegean options contracts shall be eligible to participate in the Partial Settlements. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option, and the purchase/sale price of the Aegean common stock is the exercise price of the option.

- (a) Closed (through purchase, exercise or expiration) before December 14, 2016, the Recognized Loss Amount is \$0.00.
- (b) Closed (through purchase, exercise or expiration) without being held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is \$0.00.
- (c) Held through at least one of the above-mentioned disclosures, the Recognized Loss Amount is the difference between the amount(s) paid upon settlement (through sale, expiration, or exercise) of the put option contract less the initial proceeds received upon the sale of the put option contract.

16. For put options on Aegean common stock purchased or otherwise acquired, the Recognized Loss Amount is \$0.00.

ADDITIONAL PROVISIONS REGARDING THE DELOITTE GREECE SETTLEMENT

17. If a claimant has more than one purchase or sale of Aegean Securities, purchases and sales will be matched on a First In, First Out (“FIFO”) basis for each respective security. Settlement Class Period sales will be matched first against any holdings at the beginning of the Settlement Class Period, and then against purchases/acquisitions in chronological order, beginning with the earliest purchase/acquisition made during the Settlement Class Period.

18. A claimant’s “Recognized Claim” under the Deloitte Greece Plan of Allocation will be the sum of his, her or its Recognized Loss Amounts.

19. The Deloitte Greece Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis, based on the relative size of their Recognized Claims. Specifically, a “Distribution Amount” (referring to the amount that the Court authorizes and directs to be distributed, in whole or in part, to Authorized Claimants) will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Deloitte Greece Net Settlement Fund. If any Authorized Claimant’s Distribution Amount calculates to less than \$10, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

20. Purchases, acquisitions and sales of Aegean Securities will be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance or operation of law of Aegean Securities during the Settlement Class Period will not be deemed a purchase, acquisition or sale of Aegean Securities for the calculation of an Authorized Claimant’s Recognized Loss Amount, nor will the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of Aegean Securities unless: (i) the donor or decedent purchased or otherwise acquired the securities during the Settlement Class Period; (ii) no Claim Form was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to those securities; and (iii) it is specifically so provided in the instrument of gift or assignment.

21. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of the Aegean Securities. The date of a “short sale” is deemed to be the date of sale of Aegean Securities. However, under the Deloitte Greece Plan of Allocation, the Recognized Loss Amount on “short sales” is \$0.00. In the event that a claimant has an opening short position in Aegean Securities, his, her or its earliest Settlement Class Period purchases or acquisitions of Aegean Securities will be matched against the opening short position, and not be entitled to a recovery, until that short position is fully covered.

22. With respect to shares of Aegean common stock purchased or sold through the exercise of an option, the purchase/sale date of the Aegean common stock is the exercise date of the option and the purchase/sale price of the Aegean common stock is the exercise price of the option.

23. If a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period, the value of the claimant’s Recognized Claim will be \$0.00. If a claimant suffered an overall market loss with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period but that market loss was less than the claimant’s total Recognized Claim calculated above, then the claimant’s Recognized Claim will be limited to the amount of the actual market loss. For purposes of determining whether a claimant had a market gain with respect to his, her or its overall transactions in Aegean Securities during the Settlement Class Period or suffered a market loss, the Claims Administrator will determine the difference between (i) the Total Purchase Amount³³ and (ii) the sum of the Total Sales Proceeds^{34,35} and Holding Value (for Aegean Common Stock and Notes only).³⁶ This difference will be deemed a claimant’s market gain or loss with respect to his, her, or its overall transactions in Aegean Securities during the Settlement Class Period.

³³ The “Total Purchase Amount” is the total amount the claimant paid (excluding commissions and other charges) for Aegean Securities purchased or acquired during the Settlement Class Period.

³⁴ The Claims Administrator will match any sales of Aegean common stock from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean common stock sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the “Total Sales Proceeds.”

³⁵ The Claims Administrator will match any sales of Aegean Convertible Notes from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 first against the claimant’s opening position (the proceeds of those sales will not be considered for purposes of calculating market gains or losses). The total amount received (excluding commissions and other charges) for the remaining sales of Aegean Convertible Notes sold from the start of the Settlement Class Period through and including the close of trading on November 7, 2018 will be the “Total Sales Proceeds.”

³⁶ The Claims Administrator will ascribe a value of \$0.12 per share for Aegean common stock purchased or acquired during the Settlement Class Period and still held as of the close of trading on November 7, 2018 (the “Holding Value”). The Claims Administrator will ascribe a Holding Value of \$17.20 per \$100 of par for Aegean 4.00% Notes purchased or acquired during the Settlement Class Period (as to Deloitte Greece) and still held as of the close of trading on November 7, 2018. The Claims Administrator will ascribe a Holding Value of \$15.54 per \$100 of par for Aegean 4.25% Notes purchased or acquired during the Settlement Class Period (as to Deloitte Greece) and still held as of the close of trading on November 7, 2018.

24. After the initial distribution of the Deloitte Greece Net Settlement Fund, the Claims Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund nine (9) months after the initial distribution, if Lead Counsel, in consultation with the Claims Administrator, determine that it is cost-effective to do so, the Claims Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Deloitte Greece Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Lead Counsel, in consultation with the Claims Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Deloitte Greece Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Deloitte Greece Net Settlement Fund is not cost-effective, the remaining balance shall be contributed to non-sectarian, not-for-profit organization(s), to be recommended by Lead Counsel and approved by the Court.

28. Payment pursuant to the Deloitte Greece Plan of Allocation, or such other plan of allocation as may be approved by the Court for the Deloitte Greece Settlement, shall be conclusive against all Authorized Claimants. No person shall have any claim against Lead Plaintiff, Lead Counsel, Lead Plaintiff's damages consultant, Defendants, Defendants' Counsel, any of the other Settlement Class Members, Deloitte Greece, Deloitte Greece's Counsel, or the Claims Administrator or other agent designated by Lead Counsel arising from distributions made substantially in accordance with the Deloitte Greece Stipulation, the plan of allocation approved by the Court, or further orders of the Court. The Settling Defendants and their respective counsel, and all other relevant Settling Defendant's Released Parties, shall have no responsibility or liability whatsoever for the investment or distribution of the Deloitte Greece Settlement Fund or the Deloitte Greece Net Settlement Fund; the Deloitte Greece Plan of Allocation; the determination, administration, calculation or payment of any Claim Form or nonperformance of the Claims Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith. Lead Plaintiff, the Escrow Agent or any Claims Administrator likewise will have no liability for their reasonable efforts to execute administer and distribute the PwC Greece Settlement.

25. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the Claim of any Settlement Class Member or claimant.

26. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her or its Claim Form.

TABLE 1**Decline in Inflation Per Share of Aegean Common Stock**

Date Range		Common Stock
Start Date	End Date	
2/27/2014	12/13/2016	98.37%
12/14/2016	2/20/2018	98.13%
2/21/2018	2/21/2018	97.04%
2/22/2018	6/4/2018	96.79%
6/5/2018	11/4/2018	86.95%
11/5/2018	11/6/2018	81.81%
11/7/2018	Thereafter	0.00%

TABLE 2**Aegean Common Stock Price and Average Closing Price**

Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$0.12	\$0.12	12/21/2018	\$0.03	\$0.05
11/8/2018	\$0.10	\$0.11	12/24/2018	\$0.03	\$0.05
11/9/2018	\$0.10	\$0.10	12/26/2018	\$0.03	\$0.05
11/12/2018	\$0.07	\$0.10	12/27/2018	\$0.03	\$0.05
11/13/2018	\$0.06	\$0.09	12/28/2018	\$0.03	\$0.05
11/14/2018	\$0.06	\$0.08	12/31/2018	\$0.03	\$0.05
11/15/2018	\$0.05	\$0.08	1/2/2019	\$0.03	\$0.05
11/16/2018	\$0.04	\$0.07	1/3/2019	\$0.03	\$0.04
11/19/2018	\$0.05	\$0.07	1/4/2019	\$0.03	\$0.04
11/20/2018	\$0.07	\$0.07	1/7/2019	\$0.03	\$0.04
11/21/2018	\$0.05	\$0.07	1/8/2019	\$0.03	\$0.04
11/23/2018	\$0.05	\$0.07	1/9/2019	\$0.03	\$0.04
11/26/2018	\$0.04	\$0.07	1/10/2019	\$0.03	\$0.04
11/27/2018	\$0.04	\$0.06	1/11/2019	\$0.03	\$0.04
11/28/2018	\$0.04	\$0.06	1/14/2019	\$0.03	\$0.04
11/29/2018	\$0.04	\$0.06	1/15/2019	\$0.03	\$0.04
11/30/2018	\$0.04	\$0.06	1/16/2019	\$0.03	\$0.04
12/3/2018	\$0.04	\$0.06	1/17/2019	\$0.03	\$0.04
12/4/2018	\$0.04	\$0.06	1/18/2019	\$0.03	\$0.04
12/6/2018	\$0.05	\$0.06	1/22/2019	\$0.03	\$0.04
12/7/2018	\$0.04	\$0.06	1/23/2019	\$0.03	\$0.04
12/10/2018	\$0.03	\$0.06	1/24/2019	\$0.03	\$0.04
12/11/2018	\$0.03	\$0.05	1/25/2019	\$0.03	\$0.04
12/12/2018	\$0.03	\$0.05	1/28/2019	\$0.03	\$0.04
12/13/2018	\$0.03	\$0.05	1/29/2019	\$0.03	\$0.04
12/14/2018	\$0.03	\$0.05	1/30/2019	\$0.03	\$0.04
12/17/2018	\$0.03	\$0.05	1/31/2019	\$0.03	\$0.04
12/18/2018	\$0.03	\$0.05	2/1/2019	\$0.03	\$0.04
12/19/2018	\$0.03	\$0.05	2/4/2019	\$0.03	\$0.04
12/20/2018	\$0.03	\$0.05			

TABLE 3**Inflation of Aegean Notes Per \$100 Par**

Date Range		4.00% Note	4.25% Note
Start Date	End Date		
2/27/2014	2/20/2018	\$88.12	\$91.85
2/21/2018	6/4/2018	\$87.82	\$90.72
6/5/2018	11/6/2018	\$77.79	\$74.15
11/7/2018	Thereafter	\$0.00	\$0.00

TABLE 4
Aegean 4.00% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$17.20	\$17.20	12/21/2018	\$23.24	\$17.65
11/8/2018	\$26.59	\$21.89	12/24/2018	\$24.30	\$17.86
11/9/2018	\$18.50	\$20.76	12/26/2018	\$24.28	\$18.05
11/12/2018	\$20.43	\$20.68	12/27/2018	\$24.25	\$18.23
11/13/2018	\$19.52	\$20.45	12/28/2018	\$23.15	\$18.37
11/14/2018	\$19.52	\$20.29	12/31/2018	\$24.18	\$18.53
11/15/2018	\$17.29	\$19.86	1/2/2019	\$24.16	\$18.69
11/16/2018	\$17.05	\$19.51	1/3/2019	\$24.18	\$18.83
11/19/2018	\$18.25	\$19.37	1/4/2019	\$23.03	\$18.94
11/20/2018	\$16.24	\$19.06	1/7/2019	\$23.67	\$19.06
11/21/2018	\$14.66	\$18.66	1/8/2019	\$23.65	\$19.17
11/23/2018	\$14.13	\$18.28	1/9/2019	\$23.71	\$19.28
11/26/2018	\$13.90	\$17.94	1/10/2019	\$23.94	\$19.39
11/27/2018	\$14.06	\$17.67	1/11/2019	\$23.92	\$19.49
11/28/2018	\$12.70	\$17.34	1/14/2019	\$23.94	\$19.59
11/29/2018	\$14.28	\$17.14	1/15/2019	\$23.16	\$19.67
11/30/2018	\$14.35	\$16.98	1/16/2019	\$23.25	\$19.74
12/3/2018	\$14.34	\$16.83	1/17/2019	\$23.25	\$19.81
12/4/2018	\$14.30	\$16.70	1/18/2019	\$24.22	\$19.90
12/6/2018	\$14.16	\$16.57	1/22/2019	\$24.37	\$19.99
12/7/2018	\$14.17	\$16.46	1/23/2019	\$25.08	\$20.09
12/10/2018	\$14.11	\$16.35	1/24/2019	\$25.80	\$20.20
12/11/2018	\$14.41	\$16.27	1/25/2019	\$25.74	\$20.31
12/12/2018	\$14.71	\$16.20	1/28/2019	\$25.23	\$20.40
12/13/2018	\$21.00	\$16.39	1/29/2019	\$25.23	\$20.49
12/14/2018	\$21.04	\$16.57	1/30/2019	\$25.49	\$20.58
12/17/2018	\$22.68	\$16.80	1/31/2019	\$25.56	\$20.66
12/18/2018	\$22.95	\$17.02	2/1/2019	\$25.65	\$20.75
12/19/2018	\$24.09	\$17.26	2/4/2019	\$25.68	\$20.83
12/20/2018	\$23.25	\$17.46			

TABLE 5

**Aegean 4.25% Convertible Unsecured Senior Note Value/Price and
Average Closing Value/Price**

Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown	Date	Closing Price/Value	Average Closing Price Between November 7, 2018 and Date Shown
11/7/2018	\$15.54	\$15.54	12/21/2018	\$23.58	\$16.16
11/8/2018	\$18.30	\$16.92	12/24/2018	\$23.58	\$16.39
11/9/2018	\$18.23	\$17.36	12/26/2018	\$23.58	\$16.61
11/12/2018	\$18.22	\$17.57	12/27/2018	\$23.60	\$16.81
11/13/2018	\$17.72	\$17.60	12/28/2018	\$23.59	\$17.01
11/14/2018	\$17.09	\$17.52	12/31/2018	\$23.60	\$17.19
11/15/2018	\$15.07	\$17.17	1/2/2019	\$23.61	\$17.36
11/16/2018	\$12.48	\$16.58	1/3/2019	\$23.60	\$17.53
11/19/2018	\$12.45	\$16.12	1/4/2019	\$23.61	\$17.68
11/20/2018	\$12.41	\$15.75	1/7/2019	\$22.16	\$17.79
11/21/2018	\$12.28	\$15.44	1/8/2019	\$22.09	\$17.90
11/23/2018	\$12.17	\$15.16	1/9/2019	\$22.32	\$18.00
11/26/2018	\$12.17	\$14.93	1/10/2019	\$23.34	\$18.13
11/27/2018	\$12.13	\$14.73	1/11/2019	\$23.29	\$18.25
11/28/2018	\$12.28	\$14.57	1/14/2019	\$23.44	\$18.36
11/29/2018	\$12.25	\$14.42	1/15/2019	\$23.38	\$18.47
11/30/2018	\$12.52	\$14.31	1/16/2019	\$23.38	\$18.57
12/3/2018	\$13.11	\$14.24	1/17/2019	\$23.38	\$18.67
12/4/2018	\$13.21	\$14.19	1/18/2019	\$25.44	\$18.81
12/6/2018	\$13.54	\$14.16	1/22/2019	\$25.09	\$18.94
12/7/2018	\$13.79	\$14.14	1/23/2019	\$25.64	\$19.07
12/10/2018	\$13.71	\$14.12	1/24/2019	\$25.41	\$19.19
12/11/2018	\$17.51	\$14.27	1/25/2019	\$25.20	\$19.30
12/12/2018	\$17.51	\$14.40	1/28/2019	\$25.20	\$19.41
12/13/2018	\$19.67	\$14.61	1/29/2019	\$25.52	\$19.53
12/14/2018	\$19.73	\$14.81	1/30/2019	\$25.06	\$19.62
12/17/2018	\$21.98	\$15.08	1/31/2019	\$25.32	\$19.72
12/18/2018	\$23.16	\$15.37	2/1/2019	\$25.53	\$19.82
12/19/2018	\$23.52	\$15.65	2/4/2019	\$25.44	\$19.92
12/20/2018	\$23.54	\$15.91			

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE CLERK OF
COURT REGARDING THIS NOTICE.**

Dated: _____, 2022

By Order of the Clerk of Court
United States District Court
for the Southern District of New York

Exhibit A-2

In re Aegean Marine Petroleum Network, Inc. Securities Litigation

c/o A.B. Data, Ltd.

P.O. Box 173002

Milwaukee, WI 53217

Toll-Free Number: 1-877-888-9760

Settlement Website: www.aegeansecuritieslitigation.com

Email: info@aegeansecuritieslitigation.com

PROOF OF CLAIM AND RELEASE FORM

To be eligible to receive a share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund in connection with two Partial Settlements in the action captioned *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-Civ-4993-NRB (S.D.N.Y.) (the “Action”), pending in the United States District Court for the Southern District of New York (the “Court”), you must be a Settlement Class Member and complete and sign this Proof of Claim and Release Form (“Claim Form” or “Claim”) and mail it by First-Class Mail to the above address, **postmarked no later than _____, 2022.**

Failure to submit your Claim Form by the date specified will subject your Claim to rejection and may preclude you from being eligible to recover any money in connection with the Settlement.

Do not mail or deliver your Claim Form to the Court, the Settling Parties or their counsel. Submit your Claim Form only to the Claims Administrator at the address set forth above.

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PART I – CLAIMANT INFORMATION

(Please read Part II. General Instructions below before completing this page.)

The Claims Administrator will use this information for all communications regarding this Claim Form. If this information changes, you MUST notify the Claims Administrator in writing at the address above.

Beneficial Owner’s Name

Co-Beneficial Owner’s Name

Entity Name (if Beneficial Owner is not an individual)

Representative or Custodian Name (if different from Beneficial Owner(s) listed above)

Address 1 (street name and number)

Address 2 (apartment, unit or box number)

City State Zip Code

--	--	--

Foreign Country (only if not USA)

Last four digits of Social Security Number or Taxpayer Identification Number

Telephone Number (day)

Telephone Number (evening)

--	--

Email address (Email address is not required, but if you provide it you authorize the Claims Administrator to use it in providing you with information relevant to this Claim.)

Account Number (account(s) through which the Securities were traded)¹

Claimant Account Type (check appropriate box):

- | | | |
|---|---------------------------------------|--------------------------------|
| <input type="checkbox"/> Individual (includes joint owner accounts) | <input type="checkbox"/> Pension Plan | <input type="checkbox"/> Trust |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Estate | |
| <input type="checkbox"/> IRA/401K | <input type="checkbox"/> Other _____ | (please specify) |

¹ If the account number is unknown, you may leave blank. If filing for more than one account for the same legal entity, you may write “multiple.” Please see paragraph 11 of the General Instructions for more information on when to file separate Claim Forms for multiple accounts, *i.e.*, when you are filing on behalf of distinct legal entities.

PART II – GENERAL INSTRUCTIONS

1. It is important that you completely read and understand the Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (the "Notice") that accompanies this Claim Form, including the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation set forth in the Notice. The Notice describes the proposed Partial Settlements, how Settlement Class Members are affected by the Partial Settlements and the manner in which the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be distributed if the Partial Settlements and the PwC Greece Plan of Allocation and Deloitte Greece Plan of Allocation are approved by the Court. The Notice also contains the definitions of many of the defined terms (which are indicated by initial capital letters) used in this Claim Form. By signing and submitting this Claim Form, you will be certifying that you have read and that you understand the Notice, including the terms of the releases described therein and provided for herein.

2. This Claim Form is directed to all Persons who purchased or otherwise acquired (a) Aegean Marine Petroleum, Inc. ("Aegean") common stock (Tickers: ANW, ANWWQ) (CINS: Y0017S102) ("Common Stock"); (b) Aegean Notes ("Notes"): Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018 issued 10/23/2013 (CUSIP: EJ8900817, ISIN: USY0020QAA95) and/or Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021 issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018), ISIN: US00773VAB27); and/or (c) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively, "Aegean Securities") during the period between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby ("Settlement Class"). Any Person who falls within the definition of the Settlement Class is referred to as a "Settlement Class Member."

3. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants"); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class are those Persons who timely and validly exclude themselves therefrom by submitting a request for exclusion in accordance with the requirements set forth in the Notice.

4. If you are not a Settlement Class Member, do not submit a Claim Form. YOU MAY NOT, DIRECTLY OR INDIRECTLY, PARTICIPATE IN THE SETTLEMENT IF YOU ARE NOT A SETTLEMENT CLASS MEMBER. THUS, IF YOU ARE EXCLUDED FROM THE CLASS (AS SET FORTH IN PARAGRAPH 3 ABOVE), ANY CLAIM FORM THAT YOU SUBMIT, OR THAT MAY BE SUBMITTED ON YOUR BEHALF, WILL NOT BE ACCEPTED.

5. If you are a Settlement Class Member, you will be bound by the terms of any judgments or orders entered in the Action related to the PwC Greece Released Parties and/or the Deloitte Greece Released Parties WHETHER OR NOT YOU SUBMIT A CLAIM FORM, unless you submit a request for exclusion from the Settlement Class. Thus, if you are a Settlement Class Member and do not request exclusion from the Settlement Class, the Final Judgment with Prejudice Regarding PwC Greece will release, and enjoin the filing or continued prosecution of, the PwC Greece Released Claims against PwC Greece, the Dismissed Defendants PricewaterhouseCoopers International Limited and PricewaterhouseCoopers LLP and the other PwC Greece Released Parties. And, if you are a Settlement Class Member and do not request exclusion from the Class, the Final Judgment with Prejudice Regarding Deloitte Greece will release, and enjoin the filing or continued prosecution of, the Deloitte Released Claims against Deloitte Greece, the Dismissed Defendants Deloitte Touche Tohmatsu Limited and, Deloitte & Touche LLP, and the other Deloitte Released Parties.

6. You may be eligible to participate in the distribution of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund as described herein only if you are a member of the Settlement Class and if you complete and return this Claim Form as specified herein. If you fail to submit a timely, properly addressed, and completed Claim Form with the required documentation, your Claim may be rejected, and you may be precluded from receiving any distribution from the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund.

7. Submission of this Claim Form does not guarantee that you will share in the proceeds of the Partial Settlements. The distribution of the PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund will be governed by the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation set forth in the Notice, if it is approved by the Court, or by such other plan of allocation approved by the Court.

8. Use the Schedule of Transactions in Part III of this Claim Form to supply all required details of your transaction(s) in and holdings of Aegean Securities. On the Schedule of Transactions, please provide all of the requested information with respect to your holdings, purchases, acquisitions, and sales of Aegean Securities, whether such transactions resulted in a profit or a loss. Failure to report all transaction and holding information during the requested time periods may result in the rejection of your Claim.

9. Please note: To be eligible to receive a distribution under the Deloitte Greece Plan of Allocation, you must be a Settlement Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period. To be eligible to receive a distribution under the PwC Greece Plan of Allocation, you must be a Settlement

Class Member and have purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between May 17, 2017 and November 5, 2018.²

10. You are required to submit genuine and sufficient documentation for all of your transactions and holdings of Aegean Securities set forth in the Schedule of Transactions in Part III of this Claim Form. Documentation may consist of copies of brokerage confirmation slips or monthly brokerage account statements or an authorized statement from your broker containing the transactional and holding information found in a broker confirmation slip or account statement. The Settling Parties and the Claims Administrator do not independently have information about your investments in Aegean Securities. **IF SUCH DOCUMENTS ARE NOT IN YOUR POSSESSION, PLEASE OBTAIN COPIES OR EQUIVALENT CONTEMPORANEOUS DOCUMENTS FROM YOUR BROKER. FAILURE TO SUPPLY THIS DOCUMENTATION MAY RESULT IN THE REJECTION OF YOUR CLAIM. DO NOT SEND ORIGINAL DOCUMENTS. Please keep a copy of all documents that you send to the Claims Administrator. Also, please do not highlight any portion of the Claim Form or any supporting documents.**

11. **One Claim Form should be submitted for each separate legal entity or separately managed account.** Separate Claim Forms should be submitted for each separate legal entity (e.g., an individual should not combine his or her IRA holdings and transactions with holdings and transactions made solely in the individual's name). Generally, a single Claim Form should be submitted on behalf of one legal entity including all holdings and transactions made by that entity on one Claim Form. However, if a single person or legal entity had multiple accounts that were separately managed, separate Claim Forms may be submitted for each such account. The Claims Administrator reserves the right to request information on all the holdings and transactions in Aegean Securities made on behalf of a single beneficial owner.

12. All joint beneficial owners must sign this Claim Form. If you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and held the securities in your name, you are the beneficial owner as well as the record owner and you must sign this Claim Form to participate in the Settlement. If, however, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) and the securities were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial owner of these securities, but the third party is the record owner. The beneficial owner, not the record owner, must sign this Claim Form.

13. Agents, executors, administrators, guardians and trustees must complete and sign the Claim Form on behalf of persons represented by them, and they must:

- (a) expressly state the capacity in which they are acting;
- (b) identify the name, account number, Social Security Number (or Taxpayer Identification Number), address and telephone number of the beneficial owner of (or other person or entity on whose behalf they are acting with respect to) the Aegean Securities; and
- (c) furnish herewith evidence of their authority to bind to the Claim Form the person or entity on whose behalf they are acting. (Authority to complete and sign a Claim Form cannot be established by stockbrokers demonstrating only that they have discretionary authority to trade stock in another person's accounts.)

14. By submitting a signed Claim Form, you will be swearing that you:

- (a) own(ed) the Aegean Securities you have listed in the Claim Form; or
- (b) are expressly authorized to act on behalf of the owner thereof.

15. By submitting a signed Claim Form, you will be swearing to the truth of the statements contained therein and the genuineness of the documents attached thereto, subject to penalties of perjury under the laws of the United States of America. The making of false statements, or the submission of forged or fraudulent documentation, will result in the rejection of your Claim and may subject you to civil liability or criminal prosecution.

16. If the Court approves either or both the Partial Settlements, all payments to eligible Authorized Claimants pursuant to the PwC Greece Plan of Allocation and/or the Deloitte Greece Plan of Allocation (or such other plan of allocation as the Court approves at a later time) will be made after the completion of all Claims processing. This could take substantial time. Please be patient.

17. **PLEASE NOTE:** As set forth in the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation, each Authorized Claimant shall receive his, her or its *pro rata* share of the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund. If the prorated payment to any Authorized Claimant, however, calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.

18. If you have questions concerning the Claim Form, or need additional copies of the Claim Form or the Notice, you may contact the Claims Administrator, A.B. Data, Ltd., by email at info@aegeansecuritieslitigation.com, or by toll-free phone at 1-877-888-9760, or you may download the documents from the Settlement website, www.aegeansecuritieslitigation.com.

² Any transactions in the Aegean Securities executed outside regular trading hours for the U.S. financial markets shall be deemed to have occurred during the next trading session.

19. NOTICE REGARDING ELECTRONIC FILES: Certain Claimants with large numbers of transactions may request, or may be requested, to submit information regarding their transactions in electronic files. To obtain the mandatory electronic filing requirements and file layout, you may visit the Settlement website at www.aegeansecuritieslitigation.com, or you may email the Claims Administrator's electronic filing department at info@aegeansecuritieslitigation.com. Any file not in accordance with the required electronic filing format will be subject to rejection. No electronic files will be considered to have been properly submitted unless the Claims Administrator issues an email to that effect after processing your file with your Claim numbers and respective account information. Do not assume that your file has been received or processed until you receive this email. If you do not receive such an email within 10 days of your submission, you should contact the electronic filing department at info@aegeansecuritieslitigation.com to inquire about your file and confirm it was received and acceptable.

IMPORTANT: PLEASE NOTE

YOUR CLAIM IS NOT DEEMED FILED UNTIL YOU RECEIVE AN ACKNOWLEDGEMENT POSTCARD. THE CLAIMS ADMINISTRATOR WILL ACKNOWLEDGE RECEIPT OF YOUR CLAIM FORM BY MAIL WITHIN 60 DAYS. IF YOU DO NOT RECEIVE AN ACKNOWLEDGEMENT POSTCARD WITHIN 60 DAYS, PLEASE CALL THE CLAIMS ADMINISTRATOR TOLL-FREE AT 1-877-888-9760.

PART III – SCHEDULE OF TRANSACTIONS IN AEGEAN SECURITIES

Complete this Part III if, and only if, you purchased or otherwise acquired Aegean Securities (or sold Aegean put options) during the Settlement Class Period. Please include proper documentation with your Claim Form as described in detail in Part II – General Instructions, Paragraph 10, above. Do not include information in this section regarding securities other than the following Aegean Securities: (i) Aegean Common Stock; (ii) Aegean 4.00% Convertible Unsecured Senior Notes (the “4.00% Notes”) (CUSIP: EJ8900817); (iii) Aegean 4.25% Convertible Unsecured Senior Notes (the “4.25% Notes”) (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)); and/or (iv) purchased call option contracts or sold put option contracts on Aegean Common Stock (collectively referred to as the “Aegean Securities”) within the Settlement Class Period.

SCHEDULE OF TRANSACTIONS IN AEGEAN COMMON STOCK

1. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 26, 2014 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”			
			<input type="text"/>
2. PURCHASES/ACQUISITIONS OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean common stock (Tickers: ANW, ANWWQ) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)			
Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of Shares Purchased/ Acquired	Purchase/Acquisition Price Per Share	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
3. SALES OF AEGEAN COMMON STOCK FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of Aegean common stock (Tickers: ANW, ANWWQ) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)			
IF NONE, CHECK HERE: <input type="checkbox"/>			
Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
4. HOLDINGS OF AEGEAN COMMON STOCK AS OF FEBRUARY 4, 2019 – State the total number of shares of Aegean common stock (Tickers: ANW, ANWWQ) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”			
			<input type="text"/>

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.00% NOTES

5. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

6. PURCHASES/ACQUISITIONS OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.00% Notes (CUSIP: EJ8900817)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

7. SALES OF AEGEAN 4.00% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Shares Sold	Sale Price Per Share	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

8. HOLDINGS OF AEGEAN 4.00% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.00% Notes (CUSIP: EJ8900817) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN 4.25% NOTES

9. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 26, 2014 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”

10. PURCHASES/ACQUISITIONS OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every purchase/acquisition of Aegean \$100 par 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) made from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

Date of Purchase/ Acquisition (List Chronologically) (Month/Day/Year)	Number of 100 Par Notes Purchased/ Acquired	Purchase/Acquisition Price Per Note	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

11. SALES OF AEGEAN 4.25% NOTES FROM FEBRUARY 27, 2014 THROUGH FEBRUARY 4, 2019 – Separately list each and every sale/disposition of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) that were purchased or otherwise acquired from after the opening of trading on February 27, 2014, through and including the close of trading on February 4, 2019. (Must be documented.)

IF NONE, CHECK HERE:

Date of Sale (List Chronologically) (Month/Day/Year)	Number of Notes Sold	Sale Price Per Note	Total Sale Price (excluding taxes, commissions, and fees)
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$
/ /		\$	\$

12. HOLDINGS OF AEGEAN 4.25% NOTES AS OF FEBRUARY 4, 2019 – State the total number of \$100 par Aegean 4.25% Notes (CUSIPs: 00773VAB2, 00773VAA4 (prior to February 12, 2018)) currently held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”

**IF YOU NEED ADDITIONAL SPACE TO LIST YOUR TRANSACTIONS, YOU MUST
PHOTOCOPY THIS PAGE AND CHECK THIS BOX.
IF YOU DO NOT CHECK THIS BOX THESE ADDITIONAL PAGES WILL NOT BE REVIEWED.**

SCHEDULE OF TRANSACTIONS IN AEGEAN CALL OPTIONS

13. HOLDINGS OF CALL OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Call Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Year)		Number of Call Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
14. PURCHASES/ACQUISITIONS OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Purchased/Acquired	Purchase Acquisition Price Per Call Option Contract	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)	Insert an “E” if Exercised Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
15. SALES OF AEGEAN CALL OPTION CONTRACTS – Separately list each and every sale/disposition (including free deliveries) of Aegean Call Option contracts from after the opening of trading on February 27, 2014, through and including the expiration date of any Aegean Call Option contracts that you held long as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Sale (Chronologically) (Month/Day/Year)	Strike Price of Call Option Contract	Expiration Date of Call Option Contract (Month/Day/Year)	Number of Call Option Contracts Sold	Sale Price Per Call Option Contract		Insert an “E” if Exercised Insert an “X” if Expired	Total Sale Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
16. ENDING HOLDINGS OF AEGEAN CALL OPTION CONTRACTS – Separately list each Aegean Call Option held as of the close of trading on February 4, 2019. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Call Option Contract		Expiration Date of Call Option Contract (Month/Day/Year)		Number of Call Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

SCHEDULE OF TRANSACTIONS IN AEGEAN PUT OPTIONS

17. HOLDINGS OF PUT OPTION CONTRACTS ON AEGEAN COMMON STOCK – Separately list each Aegean Put Option held as of the close of trading on February 26, 2014. (Must be documented.) If none, write “zero” or “0.”						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest				
\$	/ /						
\$	/ /						
B. SALES (WRITING) OF AEGEAN PUT OPTIONS – Separately list each and every sale (writing) (including free deliveries) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)							
Date of Sale (Writing) (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Sold (Written)	Sale Price Per Put Option Contract	Total Sale Price (excluding taxes, commissions, and fees)	Insert an “A” if Assigned Insert an “X” if Expired	Exercise Date (Month/Day/Year)
/ /	\$	/ /		\$	\$		/ /
/ /	\$	/ /		\$	\$		/ /
C. PURCHASES/ACQUISITIONS OF AEGEAN PUT OPTIONS – Separately list each and every purchase/acquisition (including free receipts) of Aegean Put Option contracts from after opening of trading on February 27, 2014, through and including the expiration date of any Aegean Put Option contracts that you held a short position in as of the close of trading on February 4, 2019. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Date of Purchase/Acquisition (Chronologically) (Month/Day/Year)	Strike Price of Put Option Contract	Expiration Date of Put Option Contract (Month/Day/Year)	Number of Put Option Contracts Purchased/Acquired	Purchase/Acquisition Price Per Put Option Contract		Insert an “A” if Assigned Insert an “X” if Expired	Total Purchase/Acquisition Price (excluding taxes, commissions, and fees)
/ /	\$	/ /		\$			
/ /	\$	/ /		\$			
D. ENDING HOLDINGS – Separately list all positions Aegean Put Option contracts that you had a short position in as of the close of trading on February 4, 2019, in which you had an open interest as of the expiration date. (Must be documented.)						IF NONE, CHECK HERE <input type="checkbox"/>	
Strike Price of Put Option Contract		Expiration Date of Put Option Contract (Month/Day/Year)		Number of Put Option Contracts in Which You Had an Open Interest			
\$		/ /					
\$		/ /					

PART VI – RELEASE OF CLAIMS AND SIGNATURE

YOU MUST ALSO READ THE RELEASE AND CERTIFICATION BELOW AND SIGN ON PAGE **XX** OF THIS CLAIM FORM.

I (we) hereby acknowledge that, as of the Effective Date of the PwC Greece Partial Settlement, pursuant to the terms set forth in the PwC Greece Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment with Prejudice Regarding PwC Greece shall have, fully, finally and forever released, relinquished and discharged all PwC Released Claims (as defined in the PwC Greece Stipulation and in the Notice) against PwC Greece, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP and the other PwC Released Parties (as defined in the PwC Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the PwC Released Parties with respect to any such PwC Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any PwC Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the PwC Released Parties.

I (we) hereby acknowledge that, as of the Effective Date of the Deloitte Greece Partial Settlement, pursuant to the terms set forth in the Deloitte Greece Stipulation, I (we), on behalf of myself (ourselves) and my (our) heirs, executors, administrators, predecessors, successors, affiliates and assigns, in their capacities as such, shall be deemed to have, and by operation of law and of the Order and Final Judgment with Prejudice Regarding Deloitte Greece shall have, fully, finally and forever released, relinquished and discharged all Deloitte Released Claims (as defined in the Deloitte Greece Stipulation and in the Notice) against Deloitte Greece, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP and the other Deloitte Released Parties (as defined in the Deloitte Greece Stipulation and in the Notice), whether served or unserved with any complaint in the Action, and shall have covenanted not to sue the Deloitte Released Parties with respect to any such Deloitte Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution of any action or other proceeding, in any forum, asserting any Deloitte Released Claims, either directly, representatively, derivatively or in any other capacity, against any of the Deloitte Released Parties.

CERTIFICATION

By signing and submitting this Claim Form, the Claimant(s) or the person(s) who represent(s) the Claimant(s) certifies (certify), as follows:

1. that I (we) have read and understand the contents of the Notice and this Claim Form, including the releases provided for in the Settlement and the terms of the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation;
2. that the Claimant(s) is a (are) Settlement Class Member(s), as defined in the Notice and in paragraph 2 on page 3 of this Claim Form, and is (are) not excluded from the Settlement Class by definition or pursuant to request as set forth in the Notice and in paragraph 3 on page 3 of this Claim Form;
3. that I (we) own(ed) Aegean Securities and have not assigned the claim against either of the Settling Defendants, PricewaterhouseCoopers International Limited, PricewaterhouseCoopers LLP, Deloitte Touche Tohmatsu Limited, Deloitte & Touche LLP, or the other PwC Released Parties or the Deloitte Released Parties to another or that, in signing and submitting this Claim Form, I (we) have the authority to act on behalf of the owner(s) thereof;
4. that the Claimant(s) has (have) not submitted any other Claim covering the same purchases/acquisitions of Aegean Securities and knows (know) of no other person having done so on the Claimant's (Claimants') behalf;
5. that the Claimant(s) submit(s) to the jurisdiction of the Court with respect to Claimant's (Claimants') Claim and for purposes of enforcing the releases set forth herein;
6. that I (we) agree to furnish such additional information with respect to this Claim Form as Lead Counsel, the Claims Administrator or the Court may require;
7. that the Claimant(s) waive(s) the right to trial by jury, to the extent it exists, and agree(s) to the Court's summary disposition of the determination of the validity or amount of the Claim made by this Claim Form;
8. that I (we) acknowledge that the Claimant(s) will be bound by and subject to the terms of any judgment(s) that may be entered in the Action; and

9. that the Claimant(s) is (are) NOT subject to backup withholding under the provisions of Section 3406(a)(1)(C) of the Internal Revenue Code because (a) the Claimant(s) is (are) exempt from backup withholding or (b) the Claimant(s) has (have) not been notified by the IRS that he/she/it is subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified the Claimant(s) that he/she/it is no longer subject to backup withholding. **If the IRS has notified the Claimant(s) that he, she or it is subject to backup withholding, please strike out the language in the preceding sentence indicating that the Claim is not subject to backup withholding in the certification above.**

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS CLAIM FORM IS TRUE, CORRECT AND COMPLETE, AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant Date

Print your name here

Signature of joint Claimant, if any Date

Print your name here

If the Claimant is other than an individual, or is not the person completing this form, the following also must be provided:

Signature of person signing on behalf of Claimant Date

Print your name here

Capacity of person signing on behalf of Claimant, if other than an individual, e.g., executor, president, trustee, custodian, etc. (Must provide evidence of authority to act on behalf of Claimant – see paragraph 13 on page 4 of this Claim Form.)

REMINDER CHECKLIST:

1. Please sign the above release and certification. If this Claim Form is being made on behalf of joint Claimants, then both must sign.
2. Remember to attach only **copies** of acceptable supporting documentation, as these documents will not be returned to you.
3. Please do not highlight any portion of the Claim Form or any supporting documents.
4. Do not send original security certificates or documentation. These items cannot be returned to you by the Claims Administrator.
5. Keep copies of the completed Claim Form and documentation for your own records.
6. The Claims Administrator will acknowledge receipt of your Claim Form by mail, within 60 days. Your Claim is not deemed filed until you receive an acknowledgement postcard. **If you do not receive an acknowledgement postcard within 60 days, please call the Claims Administrator toll-free at 1-877-888-9760.**
7. If your address changes in the future, or if this Claim Form was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
8. If **you** have any questions or concerns regarding your Claim, please contact the Claims Administrator at the address below, by email at info@aegeansecuritieslitigation.com, toll-free at 1-877-888-9760, or visit www.aegeansecuritieslitigation.com.

Please DO NOT call the Settling Defendants or any of the other Defendants or their counsel with questions regarding your Claim.

THIS CLAIM FORM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR BY FIRST-CLASS MAIL, POSTMARKED NO LATER THAN _____, 2022, ADDRESSED AS FOLLOWS:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

A Claim Form received by the Claims Administrator shall be deemed to have been submitted when posted if a postmark date on or before _____, 2022 is indicated on the envelope and it is mailed First-Class and addressed in accordance with the above instructions. In all other cases, a Claim Form shall be deemed to have been submitted when actually received by the Claims Administrator.

You should be aware that it will take a significant amount of time to fully process all of the Claim Forms. Please be patient and notify the Claims Administrator of any change of address.

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
c/o A.B. Data, Ltd.
P.O. Box 173002
Milwaukee, WI 53217

COURT-APPROVED NOTICE REGARDING
In re Aegean Marine Petroleum Network, Inc. Securities Litigation

Exhibit A-3

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald

SUMMARY NOTICE OF (I) PENDENCY OF CLASS ACTION AND PROPOSED PARTIAL SETTLEMENTS; AND (II) FINAL APPROVAL HEARING FOR THE PARTIAL SETTLEMENTS, PLANS OF ALLOCATION, MOTION FOR APPROVAL OF ATTORNEYS' FEES AND REIMBURSEMENT OF LITIGATION EXPENSES AND APPLICATION FOR THE ESTABLISHMENT OF A LITIGATION EXPENSE FUND

TO: All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. ("Aegean") securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby.

The securities subject to these proposed Partial Settlements consist of: (a) the common stock of Aegean (Tickers: ANWWQ; CINS: Y0017S102) (pre-bankruptcy Aegean traded under the ticker "ANW"); (b) Aegean 4.00% Convertible Unsecured Senior Notes due 11/1/2018, issued 10/23/2013 (CUSIP: EJ8900817; ISIN: USY0020QAA95); (c) Aegean 4.25% Convertible Unsecured Senior Notes due 12/15/2021, issued 12/19/2016 (CUSIP: 00773VAA4 (CUSIP changed to 00773VAB2 on 2/12/2018); ISIN: US00773VAB27); (d) Aegean call options; and (e) Aegean put options (collectively, "Aegean Securities").

PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED BY TWO PROPOSED PARTIAL SETTLEMENTS OF A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

PLEASE DO NOT CONTACT THE COURT, ANY DEFENDANT, OR THEIR COUNSEL, REGARDING THIS NOTICE.

ALL QUESTIONS ABOUT THIS NOTICE, THE PROPOSED PARTIAL SETTLEMENTS, OR YOUR ELIGIBILITY TO PARTICIPATE IN THE PROPOSED PARTIAL SETTLEMENTS SHOULD BE DIRECTED TO LEAD COUNSEL OR THE CLAIMS ADMINISTRATOR, WHOSE CONTACT INFORMATION IS PROVIDED BELOW. ADDITIONAL INFORMATION ABOUT THE PARTIAL SETTLEMENTS IS AVAILABLE ON THE SETTLEMENT WEBSITE: www.aegeansecuritieslitigation.com.

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the Court, that a Settlement Class in the above-captioned litigation (the "Action") has been preliminarily certified for the purposes of these proposed Partial Settlements only.

YOU ARE ALSO NOTIFIED that Utah Retirement Systems ("Lead Plaintiff"), on behalf of itself and the proposed Settlement Class, has reached two proposed Partial Settlements (one with PricewaterhouseCoopers Auditing Company S.A. ("PwC Greece") for \$14.9 million in cash and one with Deloitte Certified Public Accountants, S.A. ("Deloitte Greece") for \$14.9 million in cash) that will, among other things, resolve all claims

against PwC Greece and Deloitte Greece (the “Settling Defendants”) in the Action (the “Partial Settlements”) if approved.

A hearing (the “Final Approval Hearing”) will be held before the Honorable Naomi Reice Buchwald, United States District Judge for the United States District Court for the Southern District of New York, either telephonically, via video conference, or at 500 Pearl Street, Courtroom 21-A, New York, New York, 10007 on **[TO BE INSERTED]**, to, among other things, determine whether: (i) the proposed Partial Settlements should be approved by the Court as fair, reasonable and adequate; (ii) the Action should be dismissed with prejudice against PwC Greece, final judgment should be entered as to the claims against PwC Greece and the PwC Greece Released Claims should be released as against the PwC Greece Released Parties, as set forth in the PwC Greece Stipulation and Agreement of Partial Settlement; (iii) the proposed PwC Greece Plan of Allocation for distribution of the PwC Greece Settlement Fund and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “PwC Greece Net Settlement Fund”) should be approved as fair and reasonable; (iv) the Action should be dismissed with prejudice against Deloitte Greece, final judgment should be entered as to the claims against Deloitte Greece and the Deloitte Greece Released Claims should be released as against the Deloitte Greece Released Parties, as set forth in the Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A.; (v) the proposed Deloitte Greece Plan of Allocation for distribution of the Deloitte Greece Settlement Fund and any interest earned thereon, less Taxes, Notice and Administration Costs, Litigation Expenses awarded by the Court, attorneys’ fees awarded by the Court, and any other costs, expenses, or amounts as may be approved by the Court (the “Deloitte Greece Net Settlement Fund”) should be approved as fair and reasonable; (vi) whether Lead Counsel’s application for attorneys’ fees and reimbursement of Litigation Expenses should be approved by the Court; and (vii) whether Lead Counsel’s application for the establishment of a Litigation Expense Fund should be approved by the Court. The Court may change the date of the Final Approval Hearing without providing another notice. You do NOT need to attend the Final Approval Hearing in order to receive a distribution from the PwC Greece Net Settlement Fund and/or the Deloitte Greece Net Settlement Fund.

IF YOU ARE A MEMBER OF THE SETTLEMENT CLASS, YOUR RIGHTS MAY BE AFFECTED BY THE PROPOSED PARTIAL SETTLEMENTS AND YOU MAY BE ENTITLED TO SHARE IN THE PWC GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN MAY 17, 2017 AND NOVEMBER 5, 2018 AND/OR THE DELOITTE GREECE NET SETTLEMENT FUND IF YOU PURCHASED OR ACQUIRED AEGEAN SECURITIES BETWEEN FEBRUARY 27, 2014 AND NOVEMBER 5, 2018. If you have not yet received the printed (a) Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys’ Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund (“Notice”), or (b) the Proof of Claim and Release form (“Claim Form”), you can obtain a copy of those documents on the settlement website www.aegeansecuritieslitigation.com, or by contacting the Claims Administrator:

In re Aegean Marine Petroleum Network, Inc. Securities Litigation
 Claims Administrator
 c/o A.B. Data, Ltd.
 P.O. Box 173002
 Milwaukee, WI 53217

Please refer to the settlement website for more detailed information and to review the documents pertaining to the Proposed Partial Settlements. Inquiries may also be made to Lead Counsel:

Nicole Lavallee
BERMAN TABACCO
44 Montgomery Street, Suite 650
San Francisco, CA 94104
Telephone: (415) 433-3200
law@bermantabacco.com

The PwC Greece Net Settlement Fund and the Deloitte Greece Net Settlement Fund (*i.e.*, the Settlement Amount plus any and all interest earned thereon less (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any cost and expense reimbursement awarded by the Court; (iv) any attorneys' fees awarded by the Court; and (v) any other costs or fees approved by the Court) will be distributed to Class Members in accordance with the PwC Greece Plan of Allocation and the Deloitte Greece Plan of Allocation.

If you are a potential Settlement Class Member, but wish to exclude yourself from the Settlement Class, you must submit a written request for exclusion in accordance with the instructions set forth in the Notice, which can also be found on the settlement website, *postmarked no later than* [TO BE INSERTED]. If you are a potential Settlement Class Member and do not timely exclude yourself from the Settlement Class, you will be bound by any judgments or orders entered by the Court in the Action.

Any objections to the proposed Partial Settlements, the PwC Greece Plan of Allocation, the Deloitte Greece Plan of Allocation, Lead Counsel's application for attorneys' fees and reimbursement of expenses and/or Lead Counsel's application for the establishment of a Litigation Expense Fund must be submitted to the Court in accordance with the instructions set forth in the Notice, *received no later than* [TO BE INSERTED], and filed with the Court *no later than* [TO BE INSERTED].

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
District Judge, United States District Court for the Southern District
of New York

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

IN RE AEGEAN MARINE) Case No. 1:18-cv-04993 (NRB)
PETROLEUM NETWORK, INC.)
SECURITIES LITIGATION) Hon. Naomi Reice Buchwald
_____)

**[PROPOSED] ORDER AND FINAL JUDGMENT WITH PREJUDICE
REGARDING DELOITTE CERTIFIED PUBLIC ACCOUNTANTS, S.A.**

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement with Deloitte Certified Public Accountants, S.A. and Providing for Notice (“Notice Order”) dated [REDACTED], 2022 (ECF No. XX), on the application of the Lead Plaintiff Utah Retirement Systems (“Lead Plaintiff”) and Defendant Deloitte Certified Public Accountants, S.A. (“Deloitte Greece”) to determine (i) whether the terms and conditions of the Stipulation and Agreement of Partial Settlement with Deloitte Certified Public Accountants, S.A., dated March 24, 2022, (the “Deloitte Greece Stipulation” or the “Deloitte Greece Settlement”) are fair, reasonable and adequate for the settlement of all claims asserted by Lead Plaintiff on behalf of itself and the Settlement Class, against defendant Deloitte Greece (the “Settling Defendant”) in the above-captioned Action, and should be approved; (ii) whether judgment should be entered dismissing the Action on the merits and with prejudice in favor of the Settling Defendant and as against all persons or entities who are members of the Settlement Class herein who have not requested exclusion therefrom; and (iii) whether final judgment should be entered as to the claims against the Settling Defendant.

Due and adequate Notice having been given to the Settlement Class as required in said Notice Order 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 that:

1. This Order and Final Judgment With Prejudice Regarding Deloitte Greece (“Order and Final Judgment with Prejudice Regarding Deloitte Greece”) hereby incorporates by reference the definitions in the Deloitte Greece Stipulation, and all capitalized terms shall have the same meanings as set forth in the Deloitte Greece Stipulation, unless otherwise defined herein.

2. This Court has jurisdiction to enter this Order and Final Judgment with Prejudice Regarding Deloitte Greece. The Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Settlement Class Members.

3. The Court hereby certifies, for settlement purposes only, pursuant to Rule 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure, a Settlement Class defined as:

All Persons who purchased or otherwise acquired Aegean Marine Petroleum Network, Inc. (“Aegean”) securities or sold Aegean put options between February 27, 2014 through November 5, 2018, inclusive (the “Settlement Class Period”), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action (“Dismissed Defendants”); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors’ and officers’ liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories.

Also excluded from the Settlement Class is any Settlement Class Member that validly and timely requested exclusion in accordance with the requirements set by the Court. A copy of the valid exclusions is attached hereto as **Exhibit 1**.

4. With respect to the Settlement Class, this Court finds, solely for the purposes of the Deloitte Greece Settlement (and without an adjudication of the merits), that the prerequisites for a

class action under Rules 23(a) and 23(b)(3) of the Federal Rules of Civil Procedure have been satisfied, in that:

- (a) the number of Settlement Class Members is so numerous that joinder of all members is impracticable;
- (b) there are questions of law and fact common to the Settlement Class;
- (c) the claims of Lead Plaintiff are typical of the claims of the Settlement Class it seeks to represent;
- (d) Lead Plaintiff and Lead Counsel have and will fairly and adequately represent the interests of the Settlement Class;
- (e) the questions of law and fact common to the Members of the Settlement Class predominate over any questions affecting only individual Settlement Class Members; and
- (f) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

5. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, and for the purposes of the Deloitte Greece Settlement only, the Court hereby affirms its determination in its Notice Order (at ¶ 4) that Utah Retirement Systems is appointed as Class Representative.

6. Notice of the pendency of the Action as a class action and of the proposed Deloitte Greece Settlement was given to all Settlement Class Members who could be identified with reasonable effort. The form and method of notifying the Settlement Class of the pendency of the Action as a class action and of the terms and conditions of the proposed Deloitte Greece Settlement met the requirements of due process, Rule 23 of the Federal Rules of Civil Procedure, and Section 20 of the Securities Exchange Act of 1934 (“Exchange Act”), 15 U.S.C. § 78u-4(a)(7), as amended by the Private Securities Litigation Reform Act of 1995, constituted the best notice practicable

under the circumstances, and constituted due and sufficient notice to all persons and entities entitled thereto.

7. Pursuant to and in compliance with Rule 23 of the Federal Rules of Civil Procedure, the Court hereby finds that due and adequate notice of these proceedings was directed to all persons and entities who are Settlement Class Members, advising them of the Deloitte Greece Settlement, and of their right to object thereto, and a full and fair opportunity was accorded to all persons and entities who are Settlement Class Members to be heard with respect to the Deloitte Greece Settlement. Thus, it is hereby determined that all Settlement Class Members are bound by this Order and Final Judgment with Prejudice Regarding Deloitte Greece.

8. The Court has considered the objection(s) to the Deloitte Greece Settlement submitted pursuant to Rule 23(e)(5) of the Federal Rules of Civil Procedure. The Court finds and concludes that the objection(s) is/are either without merit and/or is/are now muted, and is/are hereby overruled.

9. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, this Court hereby approves the Deloitte Greece Settlement as set forth in the Deloitte Greece Stipulation, and finds that the Deloitte Greece Settlement is, in all respects, fair, reasonable and adequate, and in the best interests of the Settlement Class Members. This Court further finds that the Deloitte Greece Settlement set forth in the Deloitte Greece Stipulation is the result of arm's-length negotiations between experienced counsel representing the interests of the Settling Parties. Accordingly, the Deloitte Greece Settlement embodied in the Deloitte Greece Stipulation is hereby approved in all respects and shall be consummated in accordance with the terms and provisions of the Deloitte Greece Stipulation.

EXHIBIT B

10. The Court finds and concludes that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 of the Federal Rules of Civil Procedure in connection with the commencement, maintenance, prosecution, defense and settlement of the Action.

11. The Consolidated Class Action Complaint is hereby dismissed on the merits with prejudice as against the Deloitte Greece Released Parties only and without costs except for the payments expressly provided for in the Deloitte Greece Stipulation.

12. Upon the Effective Date of the Deloitte Greece Settlement, and as provided in the Deloitte Greece Stipulation, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Deloitte Greece Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release Form) shall be deemed to have, and by operation of this Order and Final Judgment with Prejudice Regarding Deloitte Greece, shall have fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece Released Claims. Claims to enforce the terms of the Deloitte Greece Stipulation are not released.

13. Upon the Effective Date of the Deloitte Greece Settlement, Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns, and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether

EXHIBIT B

Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Deloitte Greece Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release Form), are permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte & Touche LLP ("Deloitte US") and Deloitte Touche Tohmatsu Limited ("DTTL") with prejudice. (ECF No. 293).

14. Upon the Effective Date of the Deloitte Greece Settlement, the Deloitte Greece and each of the other Deloitte Greece Released Parties shall be deemed to have released, dismissed and forever discharged all Deloitte Greece Released Parties' Claims against Lead Plaintiff and their respective attorneys, and any other Settlement Class Member.

15. The facts and terms of the Deloitte Greece Stipulation, including the exhibits thereto, this Order and Final Judgment with Prejudice Regarding Deloitte Greece, all negotiations, discussions, drafts and proceedings in connection with the Deloitte Greece Settlement, and any act performed or document signed in connection with the Deloitte Greece Settlement:

(a) shall not be offered or received against the Deloitte Greece Released Parties, Lead Plaintiff or the other members of the Settlement Class as evidence of, or be deemed to be evidence of, any presumption, concession or admission by any of the Deloitte Greece Released Parties or by Lead Plaintiff or the other members of the Settlement Class with respect to the truth of any fact alleged by Lead Plaintiff or the validity, or lack thereof, of any claim that has been or

EXHIBIT B

could have been asserted in the Action or in any litigation, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault or wrongdoing of the Deloitte Greece Released Parties;

(b) shall not be offered or received against the Deloitte Greece Released Parties as evidence of a presumption, concession or admission of any fault, misrepresentation or omission with respect to any statement or written document approved or made by any Deloitte Greece Released Party, or against Lead Plaintiff or any of the other members of the Settlement Class as evidence of any infirmity in the claims of Lead Plaintiff and the other members of the Settlement Class;

(c) shall not be offered or received against the Deloitte Greece Released Parties, Lead Plaintiff or the other members of the Settlement Class as evidence of a presumption, concession or admission with respect to any liability, negligence, fault or wrongdoing, or in any way referred to for any other reason as against any of the parties to this Deloitte Greece Stipulation, in any arbitration proceeding or other civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Deloitte Greece Stipulation; provided, however, that the Deloitte Greece Released Parties may refer to it to effectuate the liability protection granted them hereunder;

(d) shall not be construed against the Deloitte Greece Released Parties, Lead Counsel or Lead Plaintiff or the other members of the Settlement Class as an admission or concession that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; and

(e) shall not be construed as or received in evidence as an admission, concession or presumption against Lead Plaintiff or the other members of the Settlement Class or

any of them that any of their claims are without merit or that damages recoverable under the Complaint would not have exceeded the Deloitte Greece Settlement Fund.

16. The Court reserves jurisdiction, without affecting in any way the finality of this Order and Final Judgment with Prejudice Regarding Deloitte Greece, over: (a) implementation and enforcement of the Deloitte Greece Settlement; (b) the allowance, disallowance or adjustment of any Settlement Class Member's claim on equitable grounds and any award or distribution of the Deloitte Greece Settlement Fund; (c) disposition of the Deloitte Greece Settlement Fund; (d) hearing and determining Lead Counsel's application for attorneys' fees, costs, interest and expenses, including fees and costs of experts and/or consultants; (e) enforcing and administering this Order and Final Judgment with Prejudice Regarding Deloitte Greece; (f) enforcing and administering the Deloitte Greece Stipulation, including any releases and bar orders executed in connection therewith; and (g) other matters related or ancillary to the foregoing.

18. Any plan of allocation submitted by Lead Counsel or any order entered regarding any attorneys' fee and reimbursement of costs and expenses application shall in no way disturb or affect this Judgment and shall be considered separate from this Order and Final Judgment with Prejudice Regarding Deloitte Greece.

19. In the event that the Deloitte Greece Settlement does not become effective in accordance with the terms of the Deloitte Greece Stipulation or in the event that the Deloitte Greece Settlement Fund, or any portion thereof, is returned to Deloitte Greece or any insurer who might pay on their behalf, then this Order and Final Judgment with Prejudice Regarding Deloitte Greece shall be rendered null and void to the extent provided by and in accordance with the Deloitte Greece Stipulation, and shall be vacated to the extent provided by the Deloitte Greece Stipulation and, in such event: (a) all Orders entered and releases delivered in connection herewith shall be

EXHIBIT B

null and void to the extent provided by and in accordance with the Deloitte Greece Stipulation; (b) the fact of the Deloitte Greece Settlement shall not be admissible in any trial of the Action and the parties to the Deloitte Greece Stipulation shall be deemed to have reverted *nunc pro tunc* to their respective status in the Action immediately before December 22, 2021; (c) the certification of the Settlement Class, including the findings in paragraph 4 herein, shall be null and void without further Court action; and (d) the balance of the Deloitte Greece Settlement Fund, less any Notice and Administration Costs paid or incurred and less any Taxes and Tax Expenses paid, incurred, or owing, shall be returned in full as provided in the Deloitte Greece Stipulation.

20. As a material condition of the Deloitte Greece Settlement, the Court hereby that Lead Plaintiff and all other Settlement Class Members, on behalf of themselves, their successors and assigns and any other Person claiming (now or in the future) through or on behalf of them (regardless of whether Lead Plaintiff or any such Settlement Class Members ever seeks or obtains any disbursement from the Deloitte Greece Settlement Fund by any means, including without limitation by submitting a Proof of Claim and Release Form), shall be deemed to have, and by operation of the Order and Final Judgment with Prejudice Regarding Deloitte Greece, shall have, fully, finally and forever released, relinquished, dismissed and forever discharged all Deloitte Greece Released Claims (including Unknown Claims) against each and all of the Deloitte Greece Released Parties, with prejudice and on the merits, without costs to any party, and shall have covenanted not to sue the Deloitte Greece Released Parties with respect to all such Deloitte Greece Released Claims, and shall be permanently barred and enjoined from asserting, commencing, prosecuting, instituting, assisting, instigating or in any way participating in the commencement or prosecution, either directly, representatively, derivatively or in any other capacity, of (a) any action or other proceeding, in any forum, asserting any Deloitte Greece Released Claim against any of

EXHIBIT B

the Deloitte Greece Released Parties, or (b) any appeal of the portion of the Court's March 29, 2021 order dismissing the claims asserted in the Action against Deloitte US and DTTL with prejudice. ECF No. 293.

21. Deloitte Greece and each of the other Deloitte Greece Released Parties shall be deemed to have released, dismissed and forever discharged all Deloitte Greece Released Parties' Claims against Lead Plaintiff, plaintiff's counsel in the Action and any other Settlement Class Member.

22. As a material condition of the Deloitte Greece Settlement, the Court hereby orders that:

(a) to the fullest extent permitted by law, all Persons, including without limitation PricewaterhouseCoopers Auditing Company S.A., Dimitris Melisanidis and Spyros Gianniotis, shall be permanently enjoined, barred and restrained from bringing, commencing, prosecuting or asserting any claims, actions or causes of action for contribution, indemnity or otherwise against the Deloitte Greece Released Parties seeking as damages or otherwise the recovery of all or any part of any liability, judgment or settlement which they pay or are obligated to pay or agree to pay to the Settlement Class or any Settlement Class Member regarding the Deloitte Greece Released Claims (including Unknown Claims), whether arising under state, federal or non-U.S. law, and whether asserted as claims, crossclaims, counterclaims, third-party claims or otherwise in any proceeding or forum of any kind.

(b) if any final verdict or judgment is obtained by Lead Plaintiff or one or more of the other Settlement Class Members, whether individually or on behalf of a class, against one or more of the Non-Settling Defendants or other Person barred from seeking contribution pursuant to this Deloitte Greece Stipulation (a "Non-Dismissed Defendant Judgment"), said Judgment shall

be reduced, to the extent permitted by applicable law, by the greater of (i) the amount that corresponds to the percentage of responsibility attributed to the Deloitte Greece Released Parties; and (ii) the gross monetary consideration provided to Lead Plaintiff or other Settlement Class Members pursuant to the Deloitte Greece Stipulation.

24. Without further Order of the Court, the parties may agree to reasonable extensions of time to carry out any of the provisions of the Deloitte Greece Stipulation.

23. There is no just reason for delay in the entry of this Order and Final Judgment with Prejudice Regarding Deloitte Greece and immediate entry by the Clerk of the Court is expressly directed.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE NAOMI REICE BUCHWALD
UNITED STATES DISTRICT JUDGE

Exhibit 4

THE FIRM

Berman Tabacco is a national law firm with 32 attorneys located in offices in Boston and San Francisco. Since its founding in 1982, the firm has devoted its practice to complex litigation, primarily representing plaintiffs seeking redress under U.S. federal and state securities, antitrust and consumer laws.

Over the past almost four decades, Berman Tabacco's attorneys have prosecuted hundreds of class actions, recovering billions of dollars on behalf of the firm's clients and the classes they represented. In addition to financial recoveries, the firm has achieved significant changes in corporate governance and business practices of defendant companies. Indeed, the firm appears as among the firms with the most settlements on the list of the top 100 largest securities class actions in SCAS' published report, *Top 100 U.S. Class Action Settlements of All Time (as of 12/31/2021)*.¹ According to ISS Securities Class Action Services' "Top 50 for 2015" report, Berman Tabacco was one of only six firms that recovered more than half-a-billion dollars for investors in 2015.² SCAS similarly ranked the firm among the few that obtained over half-a-billion in settlements in 2004 and 2009, and ranked the firm 3rd in terms of settlement averages for class actions in 2009, 2010 and 4th in 2004 (SCAS ceased rankings according to settlement sizes in 2012). The firm currently holds leadership positions in securities, antitrust and consumer cases around the country.

Berman Tabacco is rated AV Preeminent® by *Martindale-Hubbell*®. *Benchmark Litigation* ranked the firm as a *Top Ten Plaintiffs' Firm* for its work "on behalf of individuals and institutions who have suffered financial harm due to violations of securities or antitrust laws" for the sixth consecutive year (2017-2022). *Benchmark Litigation* also ranked the firm as *Highly Recommended* in 2022 – the eleventh consecutive time the firm has received that distinction.³ *The Legal 500* also ranked the firm as *recommended* in securities litigation in its 2017-2021 U.S. editions (as well as ranking three of the firm's attorneys in the same category in 2020-2021, seven in 2017-2018 and six attorneys in 2019) and as *recommended* in antitrust litigation in its 2019-2021 U.S. editions (as well as ranking three of the firm's attorneys in that category in 2021 and four in 2019-2020), noting in 2019 that the firm is known for its "soup-to-nuts excellence, from legal analysis through to trial preparation and trial," and that clients had noted that the firm makes a "very comprehensive effort, with no stone left unturned." In 2020, *The Legal 500* reported client praise for Berman including that the firm has "[a]n excellent team from top to bottom. It provides superb responsiveness and is able to dig in hard at a moment's notice." And further that, the team is "always prepared and [has] deep knowledge of the issue. It is a pleasure to observe a team that so well coordinated." Additionally, *Chambers USA* recognized the firm in its *Securities Litigation – Mainly Plaintiff* category in 2021 in both its *USA Nationwide* and *California* editions. The firm was previously recognized by *Chambers USA* in the same category in 2017 and 2018 in its *USA Nationwide* edition. Berman Tabacco was also recognized in both securities and antitrust litigation by *U.S. News & World Report—Best Lawyers* in the twelfth Edition of the *Best Law Firms* rankings

¹ *Top 100 U.S. Class Action Settlements of All Time as of December 31, 2021*, pp. 13, 18 (ISS SCAS 2022), <http://www.bermantabacco.com/wp-content/uploads/2022/01/SCAS-Top-100-US-Settlements-of-All-Time-as-of-2021-12-31.pdf>.

² ISS's report "lists the top 50 plaintiffs' law firms ranked by the total dollar value of the final class action settlements occurring in 2015 in which the law firm served as lead or co-lead counsel." ISS Securities Class Action Services, *Top 50 for 2015*, at p. 4 (May 2016), <https://www.bermantabacco.com/wp-content/uploads/2018/05/scastop502015.pdf>.

³ See <https://www.benchmarklitigation.com/Firm/Berman-Tabacco-California/Profile/109234#review>.

(2022 ed.) and was previously recognized in antitrust (2019-2021) and securities (2020-2021) litigation. Berman Tabacco's lawyers are frequently singled out for favorable comments by our clients, presiding judges and opposing counsel.

SECURITIES PRACTICE

Berman Tabacco has almost 40 years of experience in securities litigation and has represented public pension funds and other institutional investors in this area since 1998. As reported by Cornerstone Research, the firm has successfully prosecuted some of the most significant shareholder class action lawsuits.⁴ Indeed, the firm appears as among the firms with the most settlements on the list of the top 100 largest securities class actions in SCAS' published report, *Top 100 U.S. Class Action Settlements of All Time (as of 12/31/2021)*.⁵ According to ISS Securities Class Action Services "Top 50 for 2015" report, Berman Tabacco was one of only six firms that recovered more than half-a-billion dollars for investors in 2015.⁶ SCAS similarly ranked the firm among the few that obtained over half-a-billion in settlements in 2004 and 2009, and ranked the firm 3rd in terms of settlement averages for class actions in 2009, 2010 and 4th in 2004 (SCAS ceased rankings according to settlement sizes in 2012).

Specifically, the firm has been appointed lead or co-lead counsel in more than 100 actions, recovering billions of dollars on behalf of defrauded investors and the classes they represent under the Private Securities Litigation Reform Act of 1995 ("PSLRA"). The firm has an extremely rigorous case-evaluation process and highly experienced litigation attorneys. Its dismissal rate for cases brought under the PSLRA is less than half the overall dismissal rate for such cases according to one authoritative study.⁷

Berman Tabacco serves as monitoring, evaluation and/or litigation counsel to nearly 100 institutional investors, including statewide public employee retirement systems in more than 16 states, 18 public funds with more than \$50 billion in assets, six of the 10 largest public pension plans in the country and 11 of the

⁴ Cornerstone Research, *Securities Class Action Filings: 2011 Year in Review* (2012), at p. 23, available at <http://securities.stanford.edu/research-reports/1996-2011/Cornerstone-Research-Securities-Class-Action-Filings-2011-YIR.pdf>.

⁵ *Top 100 U.S. Class Action Settlements of All Time as of December 31, 2021*, pp. 13, 18 (ISS SCAS 2022), <http://www.bermantabacco.com/wp-content/uploads/2022/01/SCAS-Top-100-US-Settlements-of-All-Time-as-of-2021-12-31.pdf>.

⁶ ISS's report "lists the top 50 plaintiffs' law firms ranked by the total dollar value of the final class action settlements occurring in 2015 in which the law firm served as lead or co-lead counsel." ISS Securities Class Action Services, *Top 50 for 2015*, at p. 4 (May 2016), <https://www.bermantabacco.com/wp-content/uploads/2018/05/scastop502015.pdf>.

⁷ Firm data reflects dismissal rates through present. Overall dismissal rates come from *Securities Class Action Filings: 2021 Year in Review*, pp. 18, 31 (Cornerstone Research 2022), <https://www.cornerstone.com/wp-content/uploads/2022/02/Securities-Class-Action-Filings-2021-Year-in-Review.pdf>.

largest 20.⁸ For many institutional investors, the firm's services include electronically monitoring the client's portfolio for losses due to securities fraud in U.S. securities cases.

The firm provides portfolio monitoring, case evaluation and litigation services to its institutional clients, including the litigation of class and individual claims pursuant to U.S. federal and state securities laws, as well as derivative cases pursuant to state law. The firm also offers institutional investors legal services in other areas, including (a) representing institutional investors in general commercial litigation; (b) representing institutional investors in their capacity as defendants in constructive fraudulent transfer cases; (c) negotiating resolution of disputes with money managers and custodians; and (d) pursuing shareholder rights, such as books and records demands and merger and acquisition cases.

RESULTS

SECURITIES SETTLEMENTS

Examples of the firm's settlements include:

Carlson v. Xerox Corp., No. 00-cv-1621 (D. Conn.). Representing the Louisiana State Employees' Retirement System as co-lead counsel, Berman Tabacco negotiated a \$750 million settlement to resolve claims of securities fraud against Xerox, certain top officers and its auditor KPMG LLP. When it received final court approval in January 2009, the recovery was the 10th largest securities class action settlement of all time. The judge praised plaintiffs' counsel for obtaining "a very large settlement" despite vigorous opposition in a case complicated by an alleged fraud that "involved multiple accounting standards that touched on numerous aspects of a multinational corporation's business, implicated operating units around the world, and spanned five annual reporting periods. ... [and] the rudiments of the accounting principles at issue in the case were complex, as were numerous other aspects of the case. ... The class received high-quality legal representation and obtained a very large settlement in the face of vigorous opposition by highly experienced and skilled defense counsel."

In re IndyMac Mortgage-Backed Litigation, No. 09-cv-4583 (S.D.N.Y.). Representing the Wyoming State Treasurer's Office and the Wyoming Retirement System as lead plaintiffs, Berman Tabacco achieved settlements totaling \$346 million in a case regarding the securitization and sale of mortgage-backed securities ("MBS") by IndyMac Bank and related entities. In February 2015, the court approved a \$340 million settlement with six underwriters of IndyMac MBS offerings, adding to a previous \$6 million partial settlement and making the total recovery one of the largest MBS class action settlements to date. This settlement is extraordinary, not only because of its size but also because \$340 million of the settlement amount was paid entirely by underwriters who had due diligence defenses. In most other MBS cases, by contrast, plaintiffs were able to recover the settlement fund monies from the issuing entities, who are held to

⁸ Based on a January 2020 query of the Standard & Poor's *Money Market Directories*, www.mmdwebaccess.com, whereby public pension funds were ranked according to defined benefit assets under management. Actual valuation dates vary.

a strict liability standard for which there is no due diligence defense. (The issuer in this action, IndyMac Bank, is no longer in existence.)

In re Bristol-Myers Squibb Securities Litigation, No. 02-cv-2251 (S.D.N.Y.). Berman Tabacco represented the Fresno County Employees' Retirement Association and Louisiana State Employees' Retirement System as co-lead plaintiffs and negotiated a settlement of \$300 million in July 2004. At that time, the settlement was the largest by a drug company in a U.S. securities fraud case.

In re The Bear Stearns Cos. Inc. Securities, Derivative and ERISA Litigation, Master File No. 08-MDL No. 1963/08 Civ. 2793 (S.D.N.Y.). Berman Tabacco acted as co-lead counsel for court-appointed lead plaintiff the State of Michigan Retirement Systems in this case arising from investment losses suffered in the Bear Stearns Companies' 2008 collapse. The firm negotiated \$294.9 million in settlements, comprised of \$275 million from Bear Stearns and \$19.9 million from auditor Deloitte & Touche LLP. The settlement received final approval November 9, 2012. At the time, the settlement for \$294.9 million represented one of the 40 largest securities class action settlements under the PSLRA. This is particularly significant in light of the fact that no government entity had pursued actions or claims against Bear Stearns or its former officers and directors related to the same conduct complained of in the firm's action.

In re El Paso Securities Litigation, No. H-02-2717 (S.D. Tex.). Representing the Oklahoma Firefighters Pension and Retirement System as co-lead plaintiff, Berman Tabacco helped negotiate a settlement totaling \$285 million, including \$12 million from auditors PricewaterhouseCoopers. The court granted final approval of the settlement in March 2007.

California Public Employees' Retirement System v. Moody's Corp., No. CGC-09-490241 (Cal. Super. Ct. San Francisco Cty.). As sole counsel representing the California Public Employees' Retirement System (CalPERS), the firm obtained a combined \$255 million settlement with the credit rating agencies Moody's and Standard & Poor's to settle CalPERS' claim that "Aaa" ratings on three structured investment vehicles were negligent misrepresentations under California law. In addition to achieving a substantial recovery for investment losses, this case was groundbreaking in that (a) the settlements rank as the largest known recoveries from Moody's and S&P in a private lawsuit for civil damages, and (b) it resulted in a published appellate court opinion finding that rating agencies can, in certain circumstances, be liable for negligent misrepresentations under California law for their ratings of privately-placed securities.

In re Centennial Technologies Securities Litigation, No. 97-cv-10304 (D. Mass.). Berman Tabacco served as sole lead counsel in a class action involving a massive accounting scandal that shot down the company's high-flying stock. Berman Tabacco negotiated a settlement that permitted a turnaround of the company and provided a substantial recovery for class members. The firm negotiated changes in corporate practice, including strengthening internal financial controls and obtaining 37% of the company's stock for the class. The firm also recovered \$20 million from Coopers & Lybrand, Centennial's auditor at the time. In addition, the firm recovered \$2.1 million from defendants Jay Alix & Associates and Lawrence J. Ramaekers for a total recovery of more than \$35 million for the class. The firm subsequently obtained a \$207 million judgment against former Centennial CEO Emanuel Pinez.

In re Digital Lightwave Securities Litigation, No. 98-152-cv-T-24C (M.D. Fla.). As co-lead counsel, Berman Tabacco negotiated a settlement that included changing company management and strengthening the company's internal financial controls. The class received 1.8 million shares of freely tradable common stock

that traded at just below \$4 per share when the court approved the settlement. At the time the shares were distributed to the members of the class, the stock traded at approximately \$100 per share and class members received more than 200% of their losses after the payment of attorneys' fees and expenses. The total value of the settlement, at the time of distribution, was almost \$200 million.

In re Lernout & Hauspie Securities Litigation, No. 00-11589 (D. Mass.), and *Quaak v. Dexia, S.A.*, No. 03-11566 (D. Mass.). In December 2004, as co-lead counsel, Berman Tabacco negotiated what was then the third-largest settlement ever paid by accounting firms in a securities class action – a \$115 million agreement with the U.S. and Belgian affiliates of KPMG International. The case stemmed from KPMG's work for Lernout & Hauspie Speech Products, a software company driven into bankruptcy by a massive fraud. In March 2005, the firm reached an additional settlement worth \$5.27 million with certain of Lernout & Hauspie's former top officers and directors. In the related *Quaak* case, the firm negotiated a \$60 million settlement with Dexia Bank Belgium to settle claims stemming from the bank's alleged role in the fraudulent scheme at Lernout & Hauspie. The court granted final approval of the Dexia settlement in June 2007, bringing the total settlement value to more than \$180 million.

In re BP PLC Securities Litigation, No. 10-md-2185 (S.D. Tex.). The firm was co-lead counsel representing co-lead plaintiff Ohio Public Employees Retirement System. Lead plaintiffs reached a \$175 million settlement to resolve claims brought on behalf of a class of investors who purchased BP's American Depositary Shares ("ADS") between April 26, 2010 and May 28, 2010. The action alleged that BP and two of its former officers made false and misleading statements regarding the severity of the Gulf of Mexico oil spill. More specifically, plaintiffs alleged that BP misrepresented that its best estimate of the oil spill flow rate was from 1,000 to 5,000 barrels of oil per day, when internal BP estimates showed substantially higher potential flow rates. On February 13, 2017, the court granted final approval of the settlement, ending more than six years of hard fought litigation that included extensive fact and expert discovery, multiple rounds of briefing on defendants' motions to dismiss, two rounds of briefing on class certification, a successful defense of BP's appeal of the district court's class certification decision and briefing on cross-motions for summary judgment. This settlement reportedly represents one of only four mega securities class action settlements (settlements of \$100 million or more) in 2017. See *Securities Class Action Settlements—2017 Review and Analysis*, p. 4 (Cornerstone Research 2018), <https://www.cornerstone.com/Publications/Reports/Securities-Class-Action-Settlements-2017-Review-and-Analysis>. It was also listed as the highest valued settlement during the first half of 2017 by ISS Securities Class Action Services. See ISS Securities Class Action Services, *Top 100 U.S. Class Action Settlements of All Time as of Dec. 31, 2017* (2018), p. 2, available at <https://www.bermantabacco.com/wp-content/uploads/2018/03/SCAS-Top-100-Settlements-of-All-Time-2017-12-31.pdf>.

In re Fannie Mae 2008 Securities Litigation, No. 08-cv-7831 (S.D.N.Y.). As co-lead counsel representing the Massachusetts Pension Reserves Investment Management Board, a co-lead plaintiff for the common stock class, Berman Tabacco helped negotiate a \$170 million settlement with Fannie Mae. To achieve the settlement, which was approved in March 2015, plaintiffs had to overcome the challenges posed by the federal government's placement of Fannie Mae into conservatorship and by the Second Circuit's upholding of dismissal of similar claims against Freddie Mac, Fannie Mae's sibling Government-Sponsored Enterprise.

In re Symbol Technologies, Inc. Securities Litigation, No. 2:02-cv-01383 (E.D.N.Y.). Berman Tabacco represented the Louisiana Municipal Police Employees' Retirement System as co-lead plaintiff, obtaining a \$139 million partial settlement in June 2004. Subsequently, Symbol's former auditor, Deloitte & Touche

LLP, agreed to pay \$24 million, bringing the total settlement to \$163 million. The court granted final approval in September 2006.

In re Prison Realty Securities Litigation, No. 3:99-cv-0452 (M.D. Tenn.) (*In re Old CCA Securities Litigation*, No. 3:99-cv-0458). The firm represented the former shareholders of Corrections Corporation of America, which merged with another company to form Prison Realty Trust, Inc. The action charged that the registration statement issued in connection with the merger contained untrue statements. Overcoming arguments that the class' claims of securities fraud were released in prior litigation involving the merger, the firm successfully defeated the motions to dismiss. It subsequently negotiated a global settlement of approximately \$120 million in cash and stock for this case and other related litigation.

Oracle Cases, Coordination Proceeding, Special Title (Rule 1550(b)) No. 4180 (Cal. Super. Ct. San Mateo Cty.). In this coordinated derivative action, Oracle Corporation shareholders alleged that the company's Chief Executive Officer, Lawrence J. Ellison, profited from illegal insider trading. Acting as co-lead counsel, the firm reached a settlement, pursuant to which Mr. Ellison would personally make charitable donations of \$100 million over five years in Oracle's name to an institution or charity approved by the company and pay \$22 million in attorneys' fees and expenses associated with the prosecution of the case. The innovative agreement, approved by a judge in December 2005, benefited Oracle through increased goodwill and brand recognition, while minimizing concerns that would have been raised by a payment from Mr. Ellison to the company, given his significant ownership stake. The lawsuit resulted in important changes to Oracle's internal trading policies that decrease the chances that an insider will be able to trade in possession of material, non-public information.

In re International Rectifier Securities Litigation, No. 07-cv-2544 (C.D. Cal.). As co-lead counsel representing the Massachusetts Laborers' Pension Fund, the firm negotiated a \$90 million settlement with International Rectifier Corporation and certain top officers and directors. The case alleged that the company engaged in numerous accounting improprieties to inflate its financial results. The court granted final approval of the settlement in February 2010. At the settlement approval hearing, the Honorable John F. Walter, the presiding judge, praised counsel, stating: "I think the work by the lawyers – all the lawyers in this case – was excellent. ... In this case, the papers were excellent. So it makes our job easier and, quite frankly, more interesting when I have lawyers with the skill of the lawyers that are present in the courtroom today who have worked on this case ... the motion practice in this case was, quite frankly, very intellectually challenging and well done. ... I've presided over this consolidated action since its commencement and have nothing but the highest respect for the professionalism of the attorneys involved in this case. ... The fact that plaintiffs' counsel were able to successfully prosecute this action against such formidable opponents is an impressive feat."

In re State Street Bank & Trust Co. ERISA Litigation, No. 07-cv-8488 (S.D.N.Y.). The firm acted as co-lead counsel in this consolidated class action case, which alleged that defendant State Street Bank and Trust Company and its affiliate, State Street Global Advisors, Inc., (collectively, "State Street") breached their fiduciary duties under the Employee Retirement Income Security Act of 1974 ("ERISA") by failing to prudently manage the assets of ERISA plans invested in State Street fixed income funds during 2007. After well over a year of litigation, during which Berman Tabacco and its co-counsel reviewed approximately 13 million pages of documents and took more than 30 depositions, the parties negotiated an all-cash \$89.75 million settlement, which received final approval in 2010.

In re Philip Services Corp. Securities Litigation, No. 98-cv-0835 (S.D.N.Y.). As co-lead counsel, Berman Tabacco negotiated settlements totaling \$79.75 million with the bankrupt company's former auditors, top officers, directors and underwriters. The case alleged that Philip Services and its top officers and directors made false and misleading statements regarding the company's publicly reported revenues, earnings, assets and liabilities. The district court initially dismissed the claims on grounds of *forum non conveniens*, but the firm successfully obtained a reversal by the United States Court of Appeals for the Second Circuit. The court granted final approval of the settlements in March 2007.

In re Reliant Securities Litigation, No. 02-cv-1810 (S.D. Tex.). As lead counsel representing the Louisiana Municipal Police Employees' Retirement System, the firm negotiated a \$75 million cash settlement from the company and Deloitte & Touche LLP. The settlement received final approval in January 2006.

In re KLA-Tencor Corp. Securities Litigation, No. 06-cv-04065 (N.D. Cal.). Representing co-lead plaintiff Louisiana Municipal Police Employees' Retirement System, Berman Tabacco negotiated a \$65 million agreement to settle claims that KLA-Tencor illegally backdated stock option grants, issued false and misleading statements regarding grants to key executives and inflated the company's financial results by understating expenses associated with the backdated options. The court granted final approval of the settlement in 2008. At the conclusion of the case, Judge Charles R. Breyer praised plaintiffs' counsel for "working very hard" in exchange for an "extraordinarily reasonable" fee, stating: "I appreciate the fact that you've done an outstanding job, and you've been entirely reasonable in what you've done. Congratulations for working very hard on this."

City of Brockton Retirement System v. Avon Products Inc., No. 11-cv-04665 (S.D.N.Y.). As a member of the executive committee representing named plaintiffs City of Brockton Retirement System and Louisiana Municipal Police Employees' Retirement System, the firm negotiated a \$62 million settlement. The action alleged that Avon Products, Inc. violated federal securities laws by failing to disclose to investors the size and scope of the Company's violations of the Foreign Corrupt Practices Act of 1977 ("FCPA"). In response to Avon's piecemeal disclosures over the course of more than a year, which ultimately revealed the true extent of the FCPA violations, the company's stock lost nearly 20% of its pre-disclosure value. This case was one of the very few successful securities cases premised on FCPA violations.

Ehrenreich v. Witter, No. 95-cv-6637 (S.D. Fla.). The firm was co-lead counsel in this case involving Sensormatic Electronics Corp., which resulted in a settlement of \$53.5 million. When it was approved in 1998, the settlement was one of the largest class action settlements in the state of Florida.

In re Thomas & Betts Securities Litigation, No. 2:00-cv-2127 (W.D. Tenn.). The firm served as co-lead counsel in this class action, which settled for more than \$51 million in 2004. Plaintiffs had accused the company and other defendants of issuing false and misleading financial statements for 1996, 1997, 1998, 1999 and the first two quarters of 2000.

In re Enterasys Networks, Inc. Securities Litigation, No. C-02-071-M (D.N.H.). Berman Tabacco acted as sole lead counsel in a case against Enterasys Networks, Inc., in which the Los Angeles County Employees Retirement Association was lead plaintiff. The company settled in October 2003 for \$17 million in cash, stock valued at \$33 million and major corporate governance improvements that opened the computer networking company to greater public scrutiny. Changes included requiring the company to back a proposal to eliminate its staggered board of directors, allowing certain large shareholders to propose candidates to

the board and expanding the company's annual proxy disclosures. The settlement received final court approval in December 2003.

Giarraputo v. UNUMProvident Corp., No. 2:99-cv-00301 (D. Me.). As a member of the executive committee representing plaintiffs, Berman Tabacco secured a \$45 million settlement in a lawsuit stemming from the 1999 merger that created UNUMProvident. Shareholders of both predecessor companies accused the insurer of misleading the public about its business condition before the merger. The settlement received final approval in June 2002.

In re General Electric Co. Securities Litigation, No. 09 Civ. 1951 (S.D.N.Y.). The firm served as Lead Counsel on behalf of the State Universities Retirement System of Illinois in a lawsuit against General Electric Co. and certain of its officers. A settlement in the amount of \$40 million was reached with all the parties. The court approved the settlement on September 6, 2013.

In re UCAR International, Inc. Securities Litigation, No. 98-cv-0600 (D. Conn.). The firm represented the Florida State Board of Administration as the lead plaintiff in a securities claim arising from an accounting restatement. The case settled for \$40 million cash and the requirement that UCAR appoint an independent director to its board of directors. The settlement was approved in 2000.

In re American Home Mortgage Securities Litigation, No. 07-MD-1898 (E.D.N.Y.). As co-lead counsel representing the Oklahoma Police Pension & Retirement System, the firm negotiated a \$37.25 million settlement – including \$4.75 million from auditors Deloitte & Touche and \$8.5 million from underwriters – despite the difficulties American Home's bankruptcy posed to asset recovery. The plaintiffs contended that American Home had failed to write down the value of certain loans in its portfolio, which declined substantially in value as the credit markets unraveled. The settlement received final approval in 2010 and was distributed in 2011.

In re Avant, Securities Litigation, No. 96-cv-20132 (N.D. Cal.). Avant!, a software company, was charged with securities fraud in connection with its alleged theft of a competitor's software code, which Avant! incorporated into its flagship software product. Serving as lead counsel, the firm recovered \$35 million for the class. The recovery resulted in eligible class claimants receiving almost 50% of their losses after attorneys' fees and expenses.

In re SmartForce PLC d/b/a SkillSoft Securities Litigation, No. 02-cv-544 (D.N.H.). Representing the Teachers' Retirement System of Louisiana as co-lead plaintiff, Berman Tabacco negotiated a \$30.5 million partial settlement with SkillSoft. Subsequently, the firm also negotiated an \$8 million cash settlement with Ernst & Young Chartered Accountants and Ernst & Young LLP, SkillSoft's auditors at the time. The settlements received final approval in September 2004 and November 2005, respectively.

In re Sykes Enterprises, Inc. Securities Litigation, No. 8:00-cv-212-T-26F (M.D. Fla.). The firm represented the Florida State Board of Administration as co-lead plaintiff. Sykes Enterprises was accused of using improper means to match the company's earnings with Wall Street's expectations. The firm negotiated a \$30 million settlement.

In re Valence Securities Litigation, No. 95-cv-20459 (N.D. Cal.). Berman Tabacco served as co-lead counsel in this action against a Silicon Valley-based company for overstating its performance and the

development of an allegedly revolutionary battery technology. After the Ninth Circuit reversed the district court's decision to grant summary judgment in favor of defendants, the case settled for \$30 million in Valence common stock.

In re Sybase II, Securities Litigation, No. 98-cv-0252-CAL (N.D. Cal.). Sybase was charged with inflating its quarterly financial results by improperly recognizing revenue at its wholly owned subsidiary in Japan. Acting as co-lead counsel, the firm obtained a \$28.5 million settlement.

In re Force Protection Inc. Securities Litigation, No. 08-cv-845 (D.S.C.). As co-lead counsel representing the Laborers' Annuity and Benefit System of Chicago, the firm negotiated a \$24 million settlement in a securities class action against armored vehicle manufacturer Force Protection, Inc. The settlement addressed the claims of shareholders who accused the company and its top officers of making false and misleading statements regarding financial results, failing to maintain effective internal controls over financial reporting and failing to comply with government contracting standards.

In re Zynga Inc. Securities Litigation, No. 12-cv-04007 (N.D. Cal.). As co-lead counsel, the firm negotiated a \$23 million recovery to settle claims against the company and certain of its officers. The case alleged that the company and its highest-level officers falsely touted accelerated bookings and aggressive growth through 2012, while concealing crucial information that Zynga was experiencing significant declines in bookings for its games and upcoming Facebook platform changes that would negatively impact Zynga's bookings. Then, while Zynga's stock was trading at near a class-period high, defendants obtained an early release from the IPO lock-up on their shares to enable them and a few other insiders to reap over \$593 million in proceeds in a secondary offering of personally held shares. The secondary offering was timed just three months before Zynga announced its dismal Q2 2012 earnings at the end of the class period, which caused Zynga's stock to plummet. The court granted final approval of the settlement in February 2016.

In re ICG Communications Inc. Securities Litigation, No. 00-cv-1864 (D. Colo.). As co-lead counsel representing the Strategic Marketing Analysis Fund, the firm negotiated an \$18 million settlement with ICG Communications Inc. The case alleged that ICG executives misled investors and misrepresented growth, revenues and network capabilities. The court granted final approval of the settlement in January 2007.

In re Critical Path, Inc. Securities Litigation, No. 01-cv-0551 (N.D. Cal.). The firm negotiated a \$17.5 million recovery to settle claims of accounting improprieties at a California software development company. Representing the Florida State Board of Administration, the firm was able to obtain this recovery despite difficulties arising from the fact that Critical Path teetered on the edge of bankruptcy. The settlement was approved in June 2002.

Koch v. Healthcare Services Group, Inc., et al., No. 2:19-cv-01227-ER (E.D. Pa.). As lead counsel representing the Utah Retirement Systems in a class action brought on behalf of investors in Healthcare Services Group, Inc., one of the largest providers of housekeeping and laundry services to hospitals and other healthcare service organization, the firm negotiated a \$16.8 million settlement. The Court granted final approval of the settlement on January 12, 2022.

In re Sunrise Senior Living, Inc. Securities Litigation, No. 07-cv-00102 (D.D.C.). A federal judge granted final approval of a \$13.5 million settlement between Oklahoma Firefighters Pension and Retirement System, represented by Berman Tabacco, and Sunrise Senior Living Inc.

Hallet v. Li & Fung, Ltd., No. 95-cv-08917 (S.D.N.Y.). Cyrk Inc. was charged with misrepresenting its financial results and failing to disclose that its largest customer was ending its relationship with the company. In 1998, Berman Tabacco successfully recovered more than \$13 million for defrauded investors.

In re Warnaco Group, Inc. Securities Litigation, No. 00-cv-6266 (S.D.N.Y.). Representing the Fresno County Employees' Retirement Association as co-lead plaintiff, the firm negotiated a \$12.85 million settlement with several current and former top officers of the company.

Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc., et al., No. 2:20-cv-10490 (E.D. Mich.). As lead counsel representing sole Lead Plaintiff Oklahoma Police Pension and Retirement System in this securities fraud class action lawsuit against Sterling Bancorp, Inc., certain of its current and former officers and directors, and the underwriters for the Company's initial public offering, the firm negotiated a settlement of all claims in exchange for \$12.5 million, which was approved by the court on September 23, 2021.

Gelfer v. Pegasystems, Inc., No. 98-cv-12527 (D. Mass.). As co-lead counsel, Berman Tabacco negotiated a settlement valued at \$12.5 million, \$4.5 million in cash and \$7.5 million in shares of the company's stock or cash, at the company's option.

Sand Point Partners, L.P. v. Pediatrix Medical Group, Inc., No. 99-cv-6181 (S.D. Fla.). Berman Tabacco represented the Florida State Board of Administration, which was appointed co-lead plaintiff along with several other public pension funds. The complaint accused Pediatrix of Medicaid billing fraud, claiming that the company illegally increased revenue and profit margins by improperly coding treatment rendered. The case settled for \$12 million on the eve of trial in 2002.

In re Molten Metal Technology Inc. Securities Litigation, No. 1:97-cv-10325 (D. Mass.), and *Axler v. Scientific Ecology Group, Inc.*, No. 1:98-cv-10161 (D. Mass.). As co-lead counsel, Berman Tabacco played a key role in settling the actions after Molten Metal and several affiliates filed a petition for bankruptcy reorganization in Massachusetts. The individual defendants and the insurance carriers in Molten Metal agreed to settle for \$11.91 million. After the bankruptcy, a trustee objected to the use of insurance proceeds for the settlement. The parties agreed to pay the trustee \$1.325 million of the Molten Metal settlement. The parties also agreed to settle claims against Scientific Ecology Group for \$1.25 million, giving Molten Metal's investors \$11.835 million.

In re CHS Electronics, Inc. Securities Litigation, No. 99-8186-CIV (S.D. Fla.). The firm helped obtain an \$11.5 million settlement for co-lead plaintiff Warburg, Dillon, Read, LLC (now UBS Warburg).

In re Summit Technology Securities Litigation, No. 96-cv-11589 (D. Mass.). Berman Tabacco, as co-lead counsel, negotiated a \$10 million settlement for the benefit of the class.

In re Exide Corp. Securities Litigation, No. 98-cv-60061 (E.D. Mich.). Exide was charged with having altered its inventory accounting system to artificially inflate profits by reselling used, outdated or unsuitable batteries as new ones. As co-lead counsel for the class, Berman Tabacco recovered more than \$10 million in cash for class members.

In re Fidelity/Micron Securities Litigation, No. 95-cv-12676 (D. Mass.). The firm recovered \$10 million in cash for Micron investors after a Fidelity Fund manager touted Micron while secretly selling the stock.

In re Par Pharmaceutical Securities Litigation, No. 06-cv-03226 (D.N.J.). As counsel for court-appointed plaintiff, the Louisiana Municipal Police Employees' Retirement System, Berman Tabacco obtained an \$8.1 million settlement from the company and its former CEO and CFO, which the court approved in January 2013. The case alleged that the company had misled investors about its accounting practices, including overstatement of revenues.

In re Interspeed, Inc. Securities Litigation, No. 00-cv-12090-EFH (D. Mass.). Berman Tabacco served as co-lead counsel and negotiated a \$7.5 million settlement on behalf of the class. The settlement was reached in an early stage of the proceedings, largely as a result of the financial condition of Interspeed and the need to salvage a recovery from its available assets and insurance.

In re Abercrombie & Fitch Co. Securities Litigation, No. M21-83 (S.D.N.Y.). As a member of the executive committee in this case, the firm recovered more than \$6 million on behalf of investors. The case alleged that the clothing company misled investors with respect to declining sales, which affected the company's financial condition. The court granted final approval of the settlement in January 2007.

In re Digital Domain Media Group, Inc. Securities Litigation, No. 12-14333-CIV (S.D. Fla.). As co-lead counsel, Berman Tabacco obtained a \$5.5 million settlement on behalf investors of Digital Domain Media Group, Inc. ("DDMG") that was approved by the both bankruptcy court and the Southern District of Florida. The lead plaintiffs alleged that DDMG, a digital production company that was forced to file for bankruptcy in September 2012, less than 10 months after its initial public offering ("IPO"), misled investors in documents filed with the U.S. Securities and Exchange Commission as part of the IPO and in other statements made throughout the class period. Among other things, the lawsuit alleged that the defendants misled the public about DDMG's ability to raise capital and fund its operations, falsely reassuring investors about the company's ability to meet operating expenses while it "burned" cash at a rate that threatened its viability. In fact, according to a September 18, 2012 article in the Palm Beach Post, DDMG had difficulties meeting payroll as far back as 2010. According to the same article, then-Chairman and CEO John C. Textor "himself predicted a 'train wreck' in an email to an investor in early 2010."

In re WorldCom, Inc. Securities Litigation, No. 02-cv-3288 (S.D.N.Y.). As counsel to court-appointed bondholder representatives, the County of Fresno, California and the Fresno County Employees' Retirement Association, Berman Tabacco helped a team of lawyers representing the lead plaintiff, the New York State Common Retirement Fund, obtain settlements worth more than \$6.13 billion.

Daccache, et al. v. Raymond James Financial, Inc., et al., No. 16-cv-21575 (S.D. Fla); *Shaw et al. v. Raymond James Financial, Inc., et al.*, No. 5:16-cv-00129-GWC (D. Vt. May 17, 2016). Berman Tabacco served on the Plaintiffs' Steering Committee in this RICO class action brought on behalf of investors in limited partnerships associated with the Jay Peak ski resort in Vermont. Plaintiffs, foreign nationals whose investments were made through the federal "EB-5 Immigrant Investor Program," alleged that over \$200 million in investor funds were misappropriated and/or otherwise misused in an elaborate, Ponzi-like scheme. Defendants' scheme was revealed in April 2016, when the SEC announced multiple securities fraud charges and an asset freeze against Jay Peak and related business entities, the resort's Florida-based owner and the resort's principal officer. Plaintiffs alleged that those individuals and entities, as well

as certain financial institutions and their employees, devised and executed a complex money laundering scheme wherein investor funds were improperly transferred from escrow accounts to investment accounts that were controlled by Jay Peak's owner and used for purposes other than those specified in the limited partnership documents. Among other things, plaintiffs alleged the improper commingling of investor funds and the misappropriation of more than \$50 million in investor funds by Jay Peak's owner for his personal use. Plaintiffs sought recovery under Florida's RICO Act and also asserted claims for common law fraud, breach of fiduciary duty, negligence, civil conspiracy, and breach of contract. On April 13, 2017, Defendant Raymond James & Associates, Inc. agreed to a \$150 million settlement, which was approved on June 30, 2017.

ANTITRUST PRACTICE

Berman Tabacco has a national reputation for our work prosecuting antitrust class actions involving price-fixing, market allocation agreements, patent misuse, monopolization and group boycotts among other types of anticompetitive conduct. Representing clients ranging from Fortune 500 companies and public pension funds to individual consumers, the experienced senior attorneys in our Antitrust Practice Group have engineered substantial settlements and changed business practices of defendant companies, recovering more than \$1 billion for our clients overall.

Berman Tabacco has played a major role in the prosecution of numerous landmark antitrust cases. For example, the firm was lead counsel in the Toys "R" Us litigation, which developed the antitrust laws with respect to "hub and spoke" conspiracies and resulted in a \$56 million settlement. Berman Tabacco brought the first action centered on so-called "reverse payments" between a brand name drug maker and a generic drug maker, resulting in an \$80 million settlement from the drug makers, which had been accused of keeping a generic version of their blood pressure medication off the market.

The firm's victories for victims of antitrust violations have come at the trial court level and also through landmark appellate court victories, which have contributed to shaping private enforcement of antitrust law. For example, in the Cardizem CD case, Berman Tabacco was co-lead counsel representing health insurer Aetna in an antitrust class action and obtained a pioneering ruling in the federal court of appeals regarding the "reverse payment" by a generic drug manufacturer to the brand name drug manufacturer. In a first of its kind ruling, the appellate court held that the brand name drug manufacturer's payment of \$40 million per year to the generic company for the generic to delay bringing its competing drug to market was a *per se* unlawful market allocation agreement. Today that victory still shapes the ongoing antitrust battle over competition in the pharmaceutical market.

In the firm's case against diamond giant De Beers, the Third Circuit, sitting *en banc*, vacated an earlier panel decision and upheld the certification of a nationwide settlement class, removing the last obstacle to final approval of an historic \$295 million settlement. The Third Circuit's important decision provides a roadmap for obtaining settlement class certification in complex, nationwide class actions involving laws of numerous states.

In 2016, the firm won reversal of a grant of summary judgment for defendant automakers in a group boycott-conspiracy case involving the export of new motor vehicles from Canada to the U.S. The California Court of Appeal found that plaintiffs had presented evidence of "patently anticompetitive conduct" with evidence

gathered in the pre-trial phase, which was powerful enough to go to a jury. The ruling is a rare example of an appellate court analyzing and reversing a trial court's evidentiary rulings to find evidence of a conspiracy.

Today the firm currently represents clients in significant antitrust class actions around the country, including actively representing major public pension funds in prosecuting price-fixing in the financial derivatives and commodities markets in the Euribor and Yen LIBOR actions and the Foreign Currency Exchange Rate action.

While the majority of antitrust cases settle, our attorneys have experience taking antitrust class actions to trial. Because we represent only plaintiffs in antitrust matters, we do not have the conflicts of interest of other national law firms that represent both plaintiffs and defendants. Our experience also allows us to counsel medium and larger-sized corporations considering whether to participate as a class member or opt-out and pursue an individual strategy.

RESULTS

ANTITRUST SETTLEMENTS

Over the past nearly three decades, Berman Tabacco has actively prosecuted scores of complex antitrust cases that led to substantial settlements for its clients. These include:

In re NASDAQ Market-Makers Antitrust Litigation, No. 94-cv-3996 (S.D.N.Y.). The firm played a significant role in one of the largest antitrust settlements on record in a case that involved alleged price-fixing by more than 30 NASDAQ Market-Makers on about 6,000 NASDAQ-listed stocks over a four-year period. The settlement was valued at nearly \$1 billion.

In re Foreign Currency Conversion Fee Antitrust Litigation, MDL No. 1409 (S.D.N.Y.). Berman Tabacco, as head of discovery against defendant Citigroup Inc., played a key role in reaching a \$336 million settlement. The agreement settled claims that the defendants, which include the VISA, MasterCard and Diners Club networks and other leading bank members of the VISA and MasterCard networks, violated federal and state antitrust laws in connection with fees charged to U.S. cardholders for transactions effected in foreign currencies.

In re DRAM Antitrust Litigation, No. M:02-cv-01486 (N.D. Cal.). As liaison counsel, the firm actively participated in this multidistrict litigation, which ultimately resulted in significant settlements with some of the world's leading manufacturers of Dynamic Random Access Memory (DRAM) chips. The defendant chip-makers allegedly conspired to fix prices of the DRAM memory chips sold in the United States during the class period. The negotiated settlements totaled nearly \$326 million.

Sullivan v. DB Investments, Inc., No. 04-02819 (D.N.J.). Berman Tabacco represented a class of diamond resellers, such as diamond jewelry stores, in this case alleging that the De Beers group of companies unlawfully monopolized the worldwide supply of diamonds in a scheme to overcharge resellers and consumers. In May 2008, a federal judge approved the settlement, which included a cash payment to class members of \$295 million, an agreement by De Beers to submit to the jurisdiction of the United States court to enforce the terms of the settlement and a comprehensive injunction limiting De Beers' ability to restrict the

worldwide supply of diamonds in the future. This case is significant not only because of the large cash recovery but also because previous efforts to obtain jurisdiction over De Beers in both private and government actions had failed. On August 27, 2010, the United States Court of Appeals for the Third Circuit agreed to hear arguments over whether to uphold the district court's certification of the settlement class. By agreeing to schedule an *en banc* appeal before the full court, the Third Circuit vacated a July 13, 2010 ruling by a three-judge panel of the appeals court that, in a 2-to-1 decision, had ordered a remand of the case back to the district court, which may have required substantial adjustments to the original settlement. On February 23, 2011, the Third Circuit, sitting *en banc*, again heard oral argument from the parties. On December 20, 2011, the *en banc* Third Circuit handed down its decision affirming the district court in all respects.

In re Lithium Ion Batteries Antitrust Litigation, No. 13-md-2420-YGR (N.D. Cal.). As co-lead class counsel for Direct Purchaser Plaintiffs ("DPPs") in this multidistrict antitrust litigation, the firm achieved settlements totaling \$139.3 million. The litigation arose from an alleged worldwide conspiracy to fix prices of lithium-ion rechargeable batteries ("LiBs"). LiBs are components of LiB camcorders, digital cameras and laptop computers. The alleged conspiracy involved some of the largest companies in the world—Sony, Samsung SDI, Panasonic, Sanyo, LG Chem, Toshiba, Hitachi Maxell and NEC Corp. The lawsuit alleges that defendants participated in a conspiracy to fix the prices of LiBs, which affected the prices paid for the batteries and certain products in which the batteries are used. Plaintiffs successfully defeated multiple motions to dismiss involving complex issues of antitrust standing and the pleading of conspiracy allegations. Berman Tabacco and the team negotiated multiple settlements totaling \$139.3 million. The court granted final approval on May 16, 2018.

In re Sorbates Direct Purchaser Antitrust Litigation, No. C 98-4886 CAL (N.D. Cal.). The firm served as lead counsel alleging that six manufacturers of Sorbates, a food preservative, violated antitrust laws through participation in a worldwide conspiracy to fix prices and allocations to customers in the United States. The firm negotiated a partial settlement of \$82 million with four of the defendants in 2000. Following intensive pretrial litigation, the firm achieved a further \$14.5 million settlement with the two remaining defendants, Japanese manufacturers, in 2002. The total settlement achieved for the class was \$96.5 million.

In re Disposable Contact Lens Antitrust Litigation, MDL No. 1030 (M.D. Fla.). The firm acted as co-lead counsel and chief trial counsel. Representing both a national class and the State of Florida, the firm helped secure settlements from defendants Bausch & Lomb and the American Optometric Association before trial and from Johnson & Johnson after five weeks of trial. The settlements were valued at more than \$92 million and also included significant injunctive relief to make disposable contact lenses available at more discount outlets and more competitive prices.

In re Cardizem CD Antitrust Litigation, No. 99-01278 (E.D. Mich.). In another case involving generic drug competition, Berman Tabacco, as co-lead counsel, helped secure an \$80 million settlement from French-German drug maker Aventis Pharmaceuticals and the Andrx Corporation of Florida. The payment to consumers, state agencies and insurance companies settled claims that the companies conspired to prevent the marketing of a less expensive generic version of the blood pressure medication Cardizem CD. The state attorneys general of New York and Michigan joined the case in support of the class. The firm achieved a significant appellate victory in a first of its kind ruling that the brand name drugmaker's payment of \$40 million per year for the generic company to delay bringing its generic version of blood-pressure medication Cardizem CD to market constituted an agreement not to compete that is a *per se* violation of the antitrust laws.

In re Toys “R” Us Antitrust Litigation, MDL No. 1211 (E.D.N.Y.). Berman Tabacco negotiated a \$56 million settlement to answer claims that the retailer violated laws by colluding to cut off or limit supplies of popular toys to stores that sold the products at lower prices. The case developed the antitrust laws with respect to a “hub and spoke” conspiracy, where a downstream power seller coerces upstream manufacturers to the detriment of consumers. One component of the settlement required Toys “R” Us to donate \$36 million worth of toys to needy children throughout the United States over a three-year period.

In re Reformulated Gasoline (RFG) Antitrust and Patent Litigation, MDL No. 05-1671 (C.D. Cal.). Berman Tabacco, as co-lead counsel, negotiated a \$48 million settlement with Union Oil Company and Unocal. The agreement settled claims that the defendants manipulated the California gas market for summertime reformulated gasoline and increased prices for consumers. The noteworthy settlement delivered to consumers a combination of clean air benefits and funding for alternative fuel research.

In re Abbott Laboratories Norvir Antitrust Litigation, Nos. 04-1511, 04-4203 (N.D. Cal.). Berman Tabacco acted as co-lead counsel in a case on behalf of indirect purchasers alleging that the defendant pharmaceutical company engaged in an illegal leveraged monopoly in the sale of its AIDS boosting drug known as Norvir (or Ritanovir). Plaintiffs were successful through summary judgment, including the invalidation of two key patents based on prior art, but were reversed on appeal in the Ninth Circuit as to the leveraged monopoly theory. The case settled for \$10 million, which was distributed net of fees and costs on a *cy pres* basis to 10 different AIDS research and charity organizations throughout the United States.

Automotive Refinishing Paint Antitrust, J.C.C.P. No. 4199 (Cal. Super. Ct.). In this class action, indirect purchaser-plaintiffs brought suit in California State Court against five manufacturers of automotive refinishing coatings and chemicals alleging that they violated California law by unlawfully conspiring to fix paint prices. Settlements were reached with all defendants totaling \$9.4 million, 55% of which was allocated among an End-User Class consisting of consumers and distributed on a *cy pres*, or charitable, basis to thirty-nine court-approved organizations throughout California, and the remaining 45% of which was distributed directly to a Refinishing Class consisting principally of auto-body shops located throughout California.

CONSUMER PRACTICE

With almost 40 years of class action litigation experience, Berman Tabacco is committed to bringing justice to the victims of fraudulent and abusive practices. Over the years, the firm has prosecuted and obtained recoveries for consumers against various business such as banks, computer electronics and software companies, brokers and product manufacturers.

Most recently, Berman Tabacco is seeking to apply its extensive complex class action experience to fight against unlawful and predatory lending practices. Berman Tabacco currently serves as lead counsel in several class actions brought on behalf of individuals arguing that their need for short-term cash has been exploited by illegal online payday lending schemes. The cases allege that payday lenders issued loans in the name of sham companies established by Native American tribes, including American Web Loan, Plain Green and Great Plains Lending, in a brazen attempt to dodge usury laws and charge unlawful triple-digit interest rates.

In addition to recovering monies for consumers, the firm has obtained ground-breaking decisions for the benefit of consumers, including in cases against Wells Fargo, Morgan Stanley and Kwikset.

RESULTS

CONSUMER SETTLEMENTS

Examples of the firm's settlements include:

In re Think Finance, LLC, et al., No. 17-33964-hdh11 (Bankr. N.D. Tex.). Berman Tabacco played a pivotal role in securing a partial settlement worth approximately \$56 million to date on behalf of consumers who took out unlawful, high-interest loans issued in the name of Native American-affiliated online lenders, Plain Green and Great Plains Lending. Plaintiffs allege that non-tribal entities and individuals, including a Texas-based payday lender called Think Finance, improperly attempted to use tribal sovereign immunity as a shield for their unlawful, triple-digit lending enterprise. The partial settlement represents a significant achievement given that the bulk of the recovery was secured through Chapter 11 bankruptcy proceedings that Think Finance initiated while litigation was pending against it, a step that typically leads to a substantially limited, if any, recovery for plaintiffs. Berman Tabacco continues to pursue claims against the non-settling defendants involved in the unlawful lending enterprise.

McLaughlin v. Wells Fargo Bank, N.A., d/b/a Wells Fargo Home Mortgage, No. 3:15-CV-02904 (N.D. Cal.). Berman Tabacco served as local counsel for a class of borrowers with mortgages held and serviced by Wells Fargo in an action alleging that the bank's payoff statements violated the Truth in Lending Act ("TILA") as they failed to disclose insurance claim funds. Plaintiffs achieved a precedent-setting opinion holding that TILA requires the bank to include insurance claim funds in its mortgage payoff statements. *See McLaughlin v Wells Fargo Bank NA*, No. 3:15-cv-02904-WHA, 2015 WL 10889993 (N.D. Cal. Oct. 29, 2015). The case settled for 88% of the total maximum statutory damages available under TILA. The settlement also requires Wells Fargo to disclose insurance claim funds on all of its payoff statements going forward.

Trabakoolas v. Watts Water Technologies, Inc., No. 4:12-Cv-01172-Ygr (N.D. Cal.). Berman Tabacco served on the plaintiffs' steering committee and served as liaison counsel for this successful product liability design defect class action involving toilet nut connectors. Plaintiffs alleged a toilet connector manufactured by Watts Water Technologies, Inc., which had been installed in approximately 25 percent of homes and commercial properties built in the U.S. since the year 2000, suffered from a design defect. This defect could result in water flowing into the home, potentially causing catastrophic water damage. The settlement provided a fund of \$23 million to reimburse class members who experienced property damage and to pay for replacement of toilet nut connectors for those with allegedly defective parts.

Roskind v. Morgan Stanley Dean Witter & Co., 80 Cal. App. 4th 345 (Cal. App. 1st Dist. 2000). Berman Tabacco obtained a landmark ruling from the California Court of Appeal, holding that federal law does not preempt investors from bringing unfair business practices claims under the Business & Professions Code of California. Defendant brought this matter to the U.S. Supreme Court but the firm was successful in upholding this ruling. *See Roskind v. Morgan Stanley Dean Witter & Co.*, 2000 Cal. Lexis 6583 (Aug. 16, 2000) (petition for review denied); *Morgan Stanley Dean Witter & Co. v. Roskind*, 531 U.S. 1119 (2001) (writ of certiorari denied).

Carlin v. DairyAmerica, Inc., No. 1:09-cv-00430 (E.D. Cal.). Berman Tabacco, as co-lead counsel, obtained a \$40 million on behalf of a class of dairy farmers who sold raw milk according to prices set by the federal government. Plaintiffs claimed that DairyAmerica, the nation's largest marketer of non-fat dry milk and a California-based milk processing firm, California Dairies, conspired to inflate their own profits at the expense of dairy farmers by misreporting critical data used by the government to set raw milk prices.

Kwikset Corp. v. Superior Court of Orange County; James Benson, Real Parties in Interest, No. S171845 (Cal.). Berman Tabacco represented three union clients as *amicus curiae* before the California Supreme Court in this consumer action alleging that Kwikset falsely labeled products as "Made in the USA." The California Supreme Court's ultimate opinion (*Kwikset Corp. v. Superior Court*, 51 Cal. 4th 310 (2011)), was highly favorable to consumers and became one of the leading opinions regarding standing under California's Unfair Competition Law.

LEADERSHIP ROLES

The firm currently acts as lead or co-lead counsel in high-profile securities, antitrust and consumer class actions and also represents investors in individual actions, ERISA cases and derivative cases.

The following is a representative list of active class action cases in which the firm serves as lead or co-lead counsel or as executive committee member.

- > *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc., et al.*, No. 2:19-cv-01227-ER (E.D. Pa.). Lead counsel for court-appointed lead plaintiff Oklahoma Police Pension and Retirement System.
- > *Hayden v. Portola Pharmaceuticals, Inc., et al.*, No. 2:19-cv-01227-ER (E.D. Pa.). Lead counsel for court-appointed lead plaintiff Alameda County Employees' Retirement Association.
- > *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-cv-04993-NRB (S.D.N.Y.). Lead counsel for court-appointed lead plaintiff Utah Retirement Systems.
- > *In re Aqua Metals, Inc. Securities Litigation*, No. 4:17-CV-07142-HSG (N.D. Cal.). Co-lead counsel for court-appointed lead plaintiff Plymouth County Retirement Association.
- > *In re Apple Processor Litigation*, No. 18-cv-00147-EJD (N.D. Cal.). Co-lead counsel for a proposed nationwide class of purchasers of Apple devices, such as iPhones, iPads and Apple TVs.
- > *Teamsters Local 443 Health Services & Ins. Plan, et al. v. Chou (AmerisourceBergen Corp.)*, No. 2019-0816 (Del. Ch.). Counsel for San Antonio Fire & Police Pension Fund in derivative action involving AmerisourceBergen Corporation, which commenced by the issuance of a books and records demand, *San Antonio Fire & Police Pension Fund v. AmerisourceBergen Corp.*, C.A. No. 2018-0551 (Del. Ch.).
- > *In re UnitedHealth Section 220 Litigation*, C.A. No. 0681-TMR (Del. Ch.). Co-lead counsel representing plaintiff Amalgamated Bank.
- > *Massachusetts Laborers' Pension Fund v. Wells Fargo & Co., et al.*, C.A. No. 12997-VCG (Del. Ch. Ct.). Counsel for Massachusetts Laborers' Pension Fund and the Employees' Retirement System

of the City of Providence in action under Section 220 of the Delaware General Corporation Law in order to evaluate whether the facts support a derivative suit on behalf of Wells Fargo against its officers and directors for breaches of their fiduciary duties.

- > *Oliver, et al. v. American Express Co., et al.*, No. 1:19-cv-00566-NGG-SMG (S.D.N.Y.). Co-Chairs of Plaintiffs' Executive Committee of interim class counsel in antitrust class action.
- > *Norfolk County Retirement System v. Smith (Sinclair Broadcast Group Derivative Action)*, No. 18-cv-03952 (D. Md.). Plaintiffs' Counsel representing Norfolk County Retirement System in this shareholder derivative action.
- > *Sullivan v. Barclays PLC*, No. 13-cv-2811 (S.D.N.Y.). Counsel for plaintiffs and represents California State Teachers' Retirement System.
- > *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 1:15-cv-05844 (GBD) (S.D.N.Y.). Counsel for plaintiffs and represents California State Teachers' Retirement System and Oklahoma Police Pension and Retirement System.
- > *In re Mexican Government Bonds Antitrust Litigation*, No. 18-CV-02830 (JPO) (S.D.N.Y.). Counsel for Oklahoma Firefighters Pension & Retirement System and Electrical Workers Pension Fund Local 103, I.B.E.W.

TRIAL EXPERIENCE

The firm has significant experience taking class actions to trial. Over the years, Berman Tabacco's attorneys have tried cases against pharmaceutical companies in courtrooms in New York and Boston, a railroad conglomerate in Delaware, one of the nation's largest trustee banks in Philadelphia, a major food retailer in St. Louis and the top officers of a failed New England bank.

The firm has been involved in more trials than most of the firms in the plaintiffs' class action bar. Our partners' trial experience includes:

- > *In re PHC, Inc. Shareholder Litigation*, No. 1:11-cv-11049-PBS (D. Mass.). After two-week trial in 2017 in this breach of fiduciary class action, jury verdict for plaintiffs but no damage award. Following post-trial briefing, court exercised its equitable power and ordered \$3 million award by defendant.
- > *Conway v. Licata*, No. 13-12193 (D. Mass.). 2015 jury verdict for defendants (firm's client) after two-week trial on the vast majority of counts, awarding the plaintiffs a mere fraction of the damages sought. Jury also returned a verdict for defendants on one of their counterclaims.
- > *In re MetLife Demutualization Litigation*, No. 00-Civ-2258 (E.D.N.Y.). This case settled for \$50 million after the jury was empaneled.
- > *White v. Heartland High-Yield Municipal Bond Fund*, No. 00-C-1388 (E.D. Wis.). Firm attorneys conducted three weeks of a jury trial against final defendant, PwC, before a settlement was reached for \$8.25 million. The total settlement amount was \$23.25 million.

- > *In re Disposable Contact Lens Antitrust Litigation*, MDL No. 1030 (M.D. Fla.). Settled for \$60 million with defendant Johnson & Johnson after five weeks of trial.
- > *Gutman v. Howard Savings Bank*, No. 2:90-cv-02397 (D.N.J.). Jury verdict for plaintiffs after three weeks of trial in individual action. The firm also obtained a landmark opinion allowing investors to pursue common law fraud claims arising out of their decision to retain securities as opposed to purchasing new shares. See *Gutman v. Howard Savings Bank*, 748 F. Supp. 254 (D.N.J. 1990).
- > *Hurley v. Federal Deposit Insurance Corp.*, No. 88-cv-940 (D. Mass.). Bench verdict for plaintiffs.
- > *Levine v. Fenster*, No. 2-cv-895131 (D.N.J.). Plaintiffs' verdict of \$3 million following four-week trial.
- > *In re Equitec Securities Litigation*, No. 90-cv-2064 (N.D. Cal.). Parties reached a \$35 million settlement at the close of evidence following five-month trial.
- > *In re ICN/Viratek Securities Litigation*, No. 87-cv-4296 (S.D.N.Y.). Hung jury with 8-1 vote in favor of plaintiffs; the case eventually settled for over \$14.5 million.
- > *In re Biogen Securities Litigation*, No. 94-cv-12177 (D. Mass.). Verdict for defendants.
- > *Upp v. Mellon*, No. 91-5219 (E.D. Pa.). In this bench trial, tried through verdict in 1992, the court found for a class of trust beneficiaries in a suit against the trustee bank and ordered disgorgement of fees. The Third Circuit later reversed based on lack of jurisdiction.

OUR ATTORNEYS

Partners

DANIEL E. BARENBAUM



A partner in the firm's San Francisco office and member of the firm's Executive Committee, Daniel Barenbaum focuses his practice on securities litigation. Mr. Barenbaum was one of the lead attorneys representing the California Public Employees' Retirement System in the landmark case brought against the major credit rating agencies (Standard & Poor's and Moody's) in connection with the marketing of one of the largest, most complex structured-finance securities ever devised. The case settled for a total of \$255 million. He also represented co-lead plaintiff for the common stock class

Massachusetts Pension Reserves Investment Management Board in a case that settled for \$170 million against Fannie Mae; the complaint centered on misrepresentations regarding the amount of subprime and Alt-A on the company's books and the lack of adequate risk controls used and disclosed to manage those types of loans. Further, Mr. Barenbaum regularly represents institutional investor clients in matters involving multi-party issues/disputes and complex discovery (for documents, individual depositions, and institutional "person most knowledgeable" depositions of key executives), including matters where they stand to collect millions of dollars as potential beneficiaries of certain government agencies' investigations or civil actions.

Mr. Barenbaum is one of the lead partners for the team representing the sole Lead Plaintiff Alameda County Employees' Retirement Association in *Hayden v. Portola Pharmaceuticals Inc., et al.*, No. 3:20-cv-00367-VC (N.D. Cal.)—securities litigation brought on behalf of investors in Portola Pharmaceuticals, Inc., a biopharmaceutical company that develops and commercializes treatments for thrombosis and other hematologic diseases. Portola's primary product is Andexxa, a reversal drug for apixaban- and rivaroxaban-treated patients with life-threatening or uncontrolled bleeding. The action alleges that, between January 8, 2019 and February 26, 2020, defendants issued materially false and misleading statements related to the sales of Andexxa. Lead Plaintiff's complaint alleges violations of Sections 10(a) and 20(a) of the Securities Exchange Act of 1934, and Sections 11, 12(a)(2), and 15 of the Securities Act of 1933. The company is alleged to have made material misrepresentations and related omissions about (1) its compliance with GAAP, specifically as to recognizing revenue under ASC-606 and under-reserving for returns given that Portola's product Andexxa had a short-shelf-life and the company therefore offered a generous return policy on all expired product; and (2) customer demand and utilization of Andexxa for those that purchased it (e.g., hospital and hospital-system pharmacies), both as to depth (regularity of usage) and breadth (types of bleeds prescribed for). On January 20, 2022, the Court denied Defendants' motion to dismiss Lead Plaintiff's Third Amended Consolidated Class Action Complaint. Defendants' answers are due on March 3, 2022, and the case is now in the discovery phase.

Mr. Barenbaum also regularly represents institutional investor clients in matters involving multi-party issues/disputes and complex discovery (for documents, individual depositions, and institutional "person most knowledgeable" depositions of key executives), including matters where they stand to collect millions of dollars as potential beneficiaries of certain government agencies' investigations or civil actions.

Mr. Barenbaum has been an integral member of the firm's litigation teams, such as for *In re International Rectifier Securities Litigation*, No. 07-cv-02544 (C.D. Cal.), where the firm acted as co-lead counsel representing the Massachusetts Laborers' Pension Fund for an alleged accounting fraud that originated at the company's foreign subsidiary. Mr. Barenbaum was also a key member of the team that developed the firm's individual-case strategy necessitated by the Supreme Court's decision in *Morrison v. National Australia Bank, Ltd.*, 561 U.S. 247, 130 S. Ct. 2869 (2010), in *In re BP, p.l.c. Securities Litigation*, No. 10-md-2185 (S.D. Tex.). Mr. Barenbaum previously worked to prepare for trial *In re MetLife Demutualization Litigation*, No. 00-Civ-2258 (E.D.N.Y.) – a case before the Hon. Jack Weinstein that settled after the jury was empaneled.

Mr. Barenbaum was formerly an associate and partner at Lief, Cabraser, Heimann & Bernstein, LLP where he was a member of the securities practice group and actively litigated, among other cases, two state-court individual securities actions involving large-scale accounting fraud. The first was against McKesson HBOC, where the firm represented two Merrill Lynch mutual funds and that alleged state law claims; the case settled days before trial was to commence. The second involved Peregrine, where the firm represented individual directors whose company had been acquired by Peregrine and whose options and shares had been converted to Peregrine shares. Mr. Barenbaum worked on all facets of litigation in those cases, from dispositive motions to discovery to appeals to oral argument.

At Lief Cabraser, Mr. Barenbaum was a supervising partner on the firm's Vioxx injury cases, where the firm had a leadership role in the large multidistrict litigation. In that role, Mr. Barenbaum oversaw service pursuant to the Hague Convention of hundreds of Vioxx complaints against foreign (U.K) defendants and also acted as the primary point of contact for all foreign co-counsel. Prior to that, Mr. Barenbaum was the lead associate on the Sulzer Hip Implant injury cases, where he oversaw the service of hundreds of Sulzer complaints against foreign defendants in several countries (including Switzerland).

Mr. Barenbaum has been ranked by *Benchmark Litigation* as a *California State Litigation Star* (2020-2022), *San Francisco Local Litigation Star* (2020-2022), and *Noted Star* (2020-2021) in *Plaintiff Work and Securities* and as a *Recommended Attorney* in *Securities Litigation* by *The Legal 500* (2017-2020), which, in 2020, reported a client's praise for Mr. Barenbaum that he "is top-notch with superb attention to detail when drafting papers, arguing motions and negotiating." He has also been selected as a *Super Lawyer* by *Northern California Super Lawyers* magazine (2020-2021).

Mr. Barenbaum is the author of *Delineating Covered Class Actions Under SLUSA, Securities Litigation Report* (December-January 2005); co-author of *The Currency of Capitalism With a Social Conscience*, *Financier Worldwide Magazine* (June 2018); *Snap Judgment—S&P Dow Jones and FTSE Russell Indices Ensure That Investors Retain Voting Rights*, *Financier Worldwide Magazine* (October 2017); and *Class Certification of Medical Monitoring Claims in Mass Tort Product Liability Litigation* (Leader Publications, 1999); and Contributing Author to *California Class Actions Practice and Procedures* (Elizabeth J. Cabraser, Editor-in-Chief, 2003). Having successfully obtained his Series 7 and 66 licenses, he was previously registered with the U.S. Securities and Exchange Commission as both a broker-dealer representative and an investment advisor.

Mr. Barenbaum earned his J.D. and M.B.A. degrees from Emory University in 2000, where he received the business school award for *Most Outstanding Academic Accomplishment*. He obtained his B.A. in English

from Tufts University in 1994. Mr. Barenbaum was Notes and Comments Editor for 1999-2000 for the Emory Bankruptcy Developments Journal.

Mr. Barenbaum is a member in good standing of the state bar of California, as well as the Northern, Central, Southern and Eastern Districts of California. He is also admitted to the Ninth Circuit of the U.S. Court of Appeals and has been admitted *pro hac vice* in federal and state courts around the country.

NORMAN BERMAN



In 1982, Norman Berman co-founded Berman Tabacco & Pease LLP, a predecessor to Berman Tabacco. He focuses his practice principally on complex securities and antitrust litigation. He also oversees and coordinates the firm's mergers and acquisitions litigation practice.

During the course of his career, Mr. Berman has litigated numerous cases to successful resolution, recovering many millions of dollars on behalf of defrauded investors. He was among the lead attorneys in the *In re Philip Services Corp. Securities Litigation*; *In re Force Protection Inc. Securities Litigation* and the *ICG Communications, Inc.* class actions. In the case against Philip Services, Mr. Berman assisted in recovering a \$79.75 million settlement in this alleged fraud at a Canadian company, which gave rise to issues of foreign discovery. Until recently, that settlement includes the largest recovery ever obtained from a Canadian auditor. In the class action against Force Protection, he assisted in securing a \$24 million settlement. In *ICG Communications*, he helped to successfully secure an \$18 million settlement. Co-lead plaintiffs in the case alleged that ICG executives misled investors and misrepresented ICG's growth, revenues and network capabilities throughout the class period.

Mr. Berman was also part of the team that achieved a \$750 million recovery in *Carlson v. Xerox Corp.*, in which the firm represented the Louisiana State Employees' Retirement System as co-lead counsel. Mr. Berman coordinated and conducted discovery, including a massive document review, in that international fraud class action. At the time, the recovery was the 10th largest securities class action settlement in history.

Mr. Berman has acted as trial counsel in a number of successful cases, including *Hurley v. Federal Deposit Insurance Corp.*, where the court entered an \$18 million judgment against the failed First Service Bank for Savings, and *ICN Securities Litigation*, which settled after trial for more than \$14.5 million in 1996. The trial team's work in *ICN* prompted positive judicial comment. Mr. Berman also acted as a senior member of the trial team in the case of *In re Biogen Securities Litigation* and as a member of the trial team in *In re Zila Inc. Securities Litigation*, which settled during trial preparation, *Poughkeepsie Savings Bank v. Morash* and other matters.

Prior to co-founding Berman Tabacco & Pease, LLP in 1982, Mr. Berman was associated with the Boston-based general practice firms Barron & Stadfeld, P.C. and Harold Brown & Associates.

Mr. Berman is *AV Preeminent*[®] rated by *Martindale-Hubbell*[®], has been designated a *Local Litigation Star in Securities* by *Benchmark Litigation* in 2013-2015 and 2017-2022 and has been named a *Super Lawyer* by *Massachusetts Super Lawyers Magazine* in 2004-2006 and every year since 2009. He was also selected

by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

Mr. Berman is co-author of a chapter on expert testimony in a handbook on Massachusetts Evidence published by Massachusetts Continuing Legal Education.

Mr. Berman graduated from Boston University in 1970 and from Suffolk University Law School in 1974. While in law school, he was a member of the Public Defenders Group and, following law school, was an intern with the Massachusetts Defenders Committee.

Mr. Berman is a member in good standing in the state and federal courts of the Commonwealth of Massachusetts and the state of Connecticut and is also admitted to practice before the U.S. Supreme Court, as well as the U.S. District Courts for the District of Arizona, the Northern District of California, the District of Colorado and the Eastern District of Wisconsin.

STEVEN J. BUTTACAVOLI



A partner in the firm's Boston office, Steven J. Buttacavoli focuses his practice on securities and RICO class action litigation.

At Berman Tabacco, Mr. Buttacavoli was among the partners who represented lead plaintiff Utah Retirement Systems in securities class action litigation, *Koch v. Healthcare Services Group, Inc., et al.*, No. 2:19-cv-01227-ER (E.D. Pa.), which settled for \$16.8 million. He is also among the partners representing the lead plaintiff in a derivative action brought against certain directors and officers of Cigna Corporation, *Massachusetts Laborers' Annuity*

Fund v. Cordani, et al., C.A. No. 2020-0990-JTL (Del. Ch.), where he played a central role in drafting Plaintiff's opposition to defendants' motions to dismiss.

Mr. Buttacavoli was one of the lead attorneys who managed day-to-day litigation activities on behalf of the Ohio Public Employees Retirement System, co-lead plaintiff in *In re BP p.l.c. Securities Litigation*. Mr. Buttacavoli assisted in drafting the amended complaint, drafting the opposition to defendants' motion to dismiss, drafting plaintiffs' motion for class certification, drafting summary judgment and *Daubert* briefs, and led fact and expert discovery efforts in this matter. The court granted final approval to a \$175 million settlement in BP class action in February 2017. Mr. Buttacavoli represented four Ohio pension funds in connection with the litigation and settlement of *Ohio Public Employees Retirement System, et al. v. BP plc*, No. 12-cv-1837 (S.D. Tex.), a separate, individual action filed against BP in connection with the funds' purchase of BP ordinary shares on the London Stock Exchange. He also helped coordinate lead plaintiff's investigation and analysis of securities fraud claims against the General Electric Co., drafted the consolidated amended complaint in a class action against the company, drafted lead plaintiff's opposition to defendants' motions to dismiss and subsequent briefing with the court and conducted discovery in that matter, which settled for \$40 million in 2013. Mr. Buttacavoli also helped coordinate lead plaintiff's investigation and analysis of securities fraud claims against the former top executives of BankUnited, drafted the consolidated amended complaint and opposition to defendants' motions to dismiss and drafted materials prepared in connection with the mediation and settlement of *In re BankUnited Securities Litigation*. Mr. Buttacavoli also advises whistleblowers in connection with the reporting of potential securities violations

to the U.S. Securities and Exchange Commission and has advised numerous clients regarding potential claims involving custodian banks' foreign currency exchange pricing practices. He represented whistleblowers in connection with the drafting and submission of an application for an SEC whistleblower award that resulted in an award of over \$50 million, which was the second-largest SEC whistleblower award at the time.

In addition to his securities litigation practice, Mr. Buttacavoli is a lead member of the Berman Tabacco team that pioneered the prosecution of nationwide federal RICO class actions against the operators and financial backers of allegedly unlawful online lending schemes that attempt to circumvent federal and state law through sham relationships with Native American tribes. These efforts resulted in significant settlements for the benefit of the victims of those schemes, including *Solomon, et al. v. American Web Loan, Inc., et al.*, No. 17-cv-145 (E.D. Va.) (which settled for a total value of over \$186 million, including \$86 million in cash, cancelation of over \$100 million in outstanding debt, and other non-monetary and injunctive relief) and *Gingras, et al. v. Victory Park Capital Advisors, LLC, et al.*, No. 17-cv-00233 (D. Vt.), *Gingras, et al. v. Rosette, et al.*, No. 15-cv-101 (D. Vt.), and *Granger, et al. v. Great Plains Lending, LLC, et al.*, No. 1:18-cv-00112 (M.D.N.C.) (which led to over \$47 million in settlements).

Prior to joining Berman Tabacco in 2009, Mr. Buttacavoli worked as an associate at major corporate law firms in Boston, where he defended securities class actions and U.S. Securities and Exchange Commission enforcement actions, conducted internal investigations, responded to criminal investigations by the United States Attorney's Office, and advised clients in connection with litigation risk analysis and mitigation strategies.

Mr. Buttacavoli was ranked as a *Recommended Attorney in Securities Litigation* by *The Legal 500* (2017-2019) and was ranked as a *Super Lawyer* by *Massachusetts Super Lawyers Magazine* in 2021.

Mr. Buttacavoli earned an A.B. in International Relations from the College of William & Mary and a Master of Public Policy degree from Georgetown University. In 2001, he earned his J.D., *magna cum laude*, from the Georgetown University Law Center, where he was a member of the Order of the Coif. Mr. Buttacavoli was also a Senior Articles and Notes Editor for the *American Criminal Law Review*.

Mr. Buttacavoli is a member in good standing in the state and federal courts of the Commonwealth of Massachusetts and the United States Courts of Appeals for the First, Second, Third, Fourth, Fifth, and Eleventh Circuits.

KATHLEEN M. DONOVAN-MAHER



Kathleen M. Donovan-Maher is a member of the firm's Executive Committee and manages the Boston office. She became a partner at Berman Tabacco in 1999 and, in addition to managing the firm, she focuses her work in the firm's securities and whistleblower practices.

During her career, Ms. Donovan-Maher has successfully helped to prosecute numerous class actions. She led the day-to-day prosecution of the litigation against General Electric Co., which settled for \$40 million in 2013.

Ms. Donovan-Maher also served as discovery captain in the *NASDAQ Market*

Makers Antitrust Litigation, which settled for \$1.027 billion and was a member of the trial team in the *ICN/Viratek Securities Litigation*, which settled for \$14.5 million after the jury deadlocked at the conclusion of the 1996 trial. Other cases in which Ms. Donovan-Maher has played a chief role include, but are not limited to, *In re BankUnited Securities Litigation*, *In re American Home Mortgage*, *Wyatt v. El Paso Corp.*, *In re Enterasys Networks, Inc. Securities Litigation* and *In re SmartForce/SkillSoft Securities Litigation*. In all cases, Ms. Donovan-Maher's efforts helped achieve significant financial recoveries for such public retirement systems as the State Universities Retirement System of Illinois, Oklahoma Police Pension & Retirement System, the Los Angeles County Employees Retirement Association and the Teachers' Retirement System of Louisiana.

In addition to a monetary award, the *Enterasys Networks* settlement also included corporate governance improvements, requiring the company to back a proposal to eliminate its staggered board of directors, allow certain large shareholders to propose candidates to the board and expand the company's annual proxy disclosures.

In *In re Centennial Technologies Litigation*, Ms. Donovan-Maher secured a \$207 million judgment against defendant Emanuel Pinez, Centennial's founder and former CEO and Chairman of the Board of Directors who was the primary architect of one of the largest financial frauds in Massachusetts history at the time.

Martindale-Hubbell[®] has rated her AV Preeminent[®] and selected her for the *Martindale-Hubbell*[®] 2013 *Bar Register of Preeminent Women Lawyers*[™]. She was also selected as one of *New England's Top-Rated Lawyers* by *Martindale-Hubbell*[®] (2013, 2018-2020), as featured in *The National Law Journal*. *Martindale-Hubbell*[®] also selected her as a *Top-Rated Litigator* (2019) and as one of its *Women Leaders In Law* (2021). She has also been designated by *Benchmark Litigation* as a *Local Litigation Star* (2013-2015, 2021-2022) and was recognized as a *Benchmark Plaintiff Top 150 Women in Litigation*. She has also been designated as a *Super Lawyer* by *Massachusetts Super Lawyers* magazine (2004-2005, 2020-2021). She was also selected as one of the *Top Lawyers of 2021* by *Boston Magazine* and was selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

Ms. Donovan-Maher is a frequent author on continuing legal education issues for such groups as ALI-ABA and PLI. She is also a member of Phi Delta Phi, Delta Mu Delta National Honor Society in Business Administration, Omicron Delta Epsilon International Honor Society of Economics, the American Bar Association and the Boston Bar Association.

Ms. Donovan-Maher graduated from Suffolk University *magna cum laude* in 1988, receiving a B.S. degree in Business Administration, concentrating in Finance with a minor in Economics. Ms. Donovan-Maher earned an award for maintaining the highest grade point average among students with concentrations in Finance. She graduated from Suffolk University Law School three years later after serving two years on the *Transnational Law Review*.

Ms. Donovan-Maher is a member in good standing in the state and federal courts of the Commonwealth of Massachusetts, and she is admitted to practice law in the U.S. District Court for the District of Massachusetts, the U.S. Supreme Court and the U.S. Courts of Appeals in the First, Second, Third, Fourth and Eleventh Circuits.

PATRICK T. EGAN



A partner in Boston, Patrick T. Egan focuses his practice on securities litigation. Mr. Egan has litigated numerous cases to successful resolution, recovering hundreds of millions of dollars on behalf of defrauded investors.

Mr. Egan was one of the firm's lead attorneys representing the Wyoming State Treasurer and Wyoming Retirement System in the *In re IndyMac Mortgage-Backed Securities Litigation* in which the firm achieved settlements totaling \$346 million. He was also a lead attorney representing the Michigan State Retirement Systems in the *In re Bear Stearns Companies* litigation stemming

from the 2008 collapse of the company. Plaintiffs successfully recovered \$294.9 million for former Bear Stearns shareholders.

Mr. Egan has worked on a number of important cases, including *Lernout & Hauspie* and the related case, *Quaak v. Dexia, S.A. (In re Lernout & Hauspie Sec. Litig., No. 00c-11589 (D. Mass.), and Quaak v. Dexia, S.A., No. 03-11566 (D. Mass.)*. Those cases stem from a massive accounting fraud scheme at Lernout & Hauspie Speech Products, N.V., a bankrupt Belgian software company. As co-lead counsel, the firm recovered more than \$180 million on behalf of former Lernout & Hauspie shareholders. In addition, Mr. Egan was one of the attorneys at Berman Tabacco representing CalPERS against credit ratings agency Moody's, based on Moody's misrepresentations regarding the creditworthiness of three structured investment vehicles, which settled for \$255 million. *California Public Employees' Ret. Sys. v. Moody's Corp., No. CGC-09-490241 (Cal. Super. Ct. San Francisco County)*. Recently, Mr Egan served as a lead partner (i) representing the sole Lead Plaintiff Utah Retirement Systems ("URS") in *Koch v. Healthcare Services Group, Inc., et al., No. 2:19-cv-01227-ER (E.D. Pa.)*, a class action that alleged that defendants issued materially false and misleading statements and failed to disclose "earnings management" practices that allowed HCSG to consistently meet or beat earnings per share estimates that, in turn, caused the price of the company's stock to be artificially inflated (case settled for \$16.8 million, which was approved by the court on January 12, 2022); and (ii) representing the sole Lead Plaintiff Oklahoma Police Pension and Retirement System in *Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc., et al., No. 2:20-cv-10490 (E.D. Mich.)*, a class action which alleged that defendants issued materially untrue and misleading statements concerning, *inter alia*, the Sterling's loan underwriting, risk management, compliance and internal controls, including regarding the Company's Advantage Loan Program, the Company's largest lending program (case settled for \$12.5 million, which was approved by the court on September 23, 2021).

Mr. Egan currently serves as one of the partners representing sole Lead Plaintiff Alameda County Employees' Retirement Association in *Hayden v. Portola Pharmaceuticals, Inc., et al., No. 3:20-cv-00367-VC (N.D. Cal.)*, a class action brought on behalf of investors in Portola Pharmaceuticals, Inc. ("Portola"), a biopharmaceutical company that develops and commercializes treatments for thrombosis and other hematologic diseases. The complaint alleges that defendants issued materially false and misleading statements related to the sales of Andexxa, Portola's primary product, a reversal drug for apixaban- and rivaroxaban-treated patients with life-threatening or uncontrolled bleeding. In addition, currently, Mr. Egan is one of the lead attorneys for the firm representing: (i) plaintiffs and the \$240 billion pension fund California State Teachers' Retirement System in the ongoing *Euribor (Sullivan v. Barclays PLC, et al., No. 13-cv-2811 (S.D.N.Y.))* and *Yen Libor (Laydon v. Mizuho Bank, Ltd., No. 1:12-cv-03419 (GBD) (S.D.N.Y.))*, and *Sonterra Capital Master Fund, Ltd. v. UBS AG, No. 1:15-cv-05844 (GBD) (S.D.N.Y.))* antitrust cases involving U.S., European, and Japanese banks' manipulation of interest rate benchmarks and agreements to fix bid-ask

spread prices on interest rate derivatives (*Euribor* has yielded \$491.5 million in settlements to date, and *Yen Libor* \$307 million); and (ii) Orange County Employees' Retirement System in *Dennis v. JP Morgan Chase & Co.*, No. 16-cv-06496-LAK (S.D.N.Y.), an ongoing antitrust class action alleging that U.S., European, and Australian banks manipulated the interest rate benchmark used to price derivatives that were denominated in Australian dollars and sold to U.S. investors.

Mr. Egan also represents whistleblowers who provide information and assistance to the U.S. Securities and Exchange Commission, U.S. Commodities Futures Trading Commission, U.S. Internal Revenue Service and state regulators in connection with their enforcement of the federal and state laws. Mr. Egan also represents whistleblowers in actions filed under the Federal False Claims Act.

Prior to joining the firm in 1999 and being named partner in 2006, Mr. Egan worked at the U.S. Department of Labor, where he served as an attorney advisor for the Office of Administrative Law Judges. Mr. Egan was also an Adjunct Faculty member of the Business Studies department at Assumption College, where he taught a course on Corporate Governance and White-Collar Crime.

Mr. Egan has been ranked by *The Legal 500* as a *Recommended Attorney in Securities Litigation* (2018-2019) and *Antitrust* (2019-2021). He has also been ranked by *Benchmark Litigation* as a *Local Litigation Star* (2013-2015, 2021-2022) and as a *Massachusetts State Litigation Star* (2018-2020) in *Competition and Securities*.

Mr. Egan received a B.A. in Political Science *cum laude* from Providence College in 1993. In 1997, he graduated *cum laude* from Suffolk University Law School. While at Suffolk, Mr. Egan served on the editorial board of the *Suffolk University Law Review* and authored a note entitled, *Virtual Community Standards: Should Obscenity Law Recognize the Contemporary Community Standard of Cyberspace*, 30 Suffolk University L. Rev. 117 (1996).

Mr. Egan is a member in good standing in the Commonwealth of Massachusetts, the states of Connecticut and New York, as well as the U.S. District Courts for the District of Massachusetts, the Southern District of New York, Eastern District of New York and the Eastern District of Michigan. He is also admitted to practice before the U.S. Supreme Court and U.S. Courts of Appeals in the First, Second and Fourth Circuits.

STEVEN L. GROOPMAN



Steven L. Groopman is a partner in the firm's Boston office who focuses his practice on securities, RICO, and ERISA litigation. Currently, Mr. Groopman is a key member of the litigation team currently prosecuting federal RICO class actions against the operators and financial backers of allegedly unlawful online lending schemes that attempt to circumvent federal and state law through sham relationships with Native American tribes. *Solomon, et al. v. American Web Loan, Inc., et al.*, No. 17-cv-145 (E.D. Va.), *Gingras, et al. v. Victory Park Capital Advisors, LLC, et al.*, No. 17-cv-00233 (D. Vt.) and *Gingras, et al. v. Rosette, et al.*, No. 15-cv-101 (D. Vt.). He is also a key member of the litigation team in *In re EpiPen ERISA Litigation*, No. 17-CV-1884 (PAM/SER) (D. Minn.), representing a class of EpiPen purchasers that have sued major pharmacy benefit managers ("PBMs") over the massive price increases of the EpiPen and alleging the PBMs breached their fiduciary duties under ERISA.

Mr. Groopman joined Berman Tabacco in June 2015 after serving as a law clerk to the Honorable Dickinson R. Debevoise, on the U.S. District Court for the District of New Jersey, and working as an associate at a New York law firm.

Massachusetts Super Lawyers Magazine named Mr. Groopman a *Rising Star* in 2017-2021.

Mr. Groopman received an A.B. in Political Science *magna cum laude* from Brown University in 2005. In 2009 he graduated from George Washington University Law School.

Mr. Groopman is a member in good standing in the Commonwealth of Massachusetts, the state of New York, as well as the U.S. District Courts for the Southern District of New York, the Eastern District of New York and the District of Massachusetts.

CARL HAMMARSKJOLD



A partner in the firm's San Francisco office, Carl Hammarskjold focuses his practice on antitrust and securities cases. Mr. Hammarskjold represents the firm's clients and class plaintiffs in several financial market manipulation and antitrust class actions on behalf of investors alleging that major banks colluded to fix the prices of bonds and derivatives. These cases include *In re Mexican Government Bonds Antitrust Litigation*, No. 18-cv-02830 (S.D.N.Y.), *Euribor (Sullivan v. Barclays PLC, et al., No. 13-cv-2811 (S.D.N.Y.))*, *Yen Libor (Sonterra Capital Master Fund, LTD. v. UBS AG, et al., No. 15-cv-5844 (S.D.N.Y.))*, *Australian Dollar (Dennis, et al. v. JPMorgan Chase & Co., et al.,*

No. 16-cv-06496 (S.D.N.Y.)), and *In re GSE Bonds Antitrust Litigation*, No. 19-cv-01704 (S.D.N.Y.). Plaintiffs in *GSE Bonds* reached settlements with all defendants totaling \$386.5 million. He also represents the firm's client and class plaintiffs in a nationwide antitrust class action on behalf of direct purchasers of lithium ion rechargeable batteries that resulted in settlements totaling \$139.3 million. *In re Lithium Ion Batteries Antitrust Litigation*, No. 13-md-02420-YGR (N.D. Cal.).

Mr. Hammarskjold also represents Lead Plaintiff and class plaintiffs in *Sterling Bancorp, Inc. Securities Litigation (Oklahoma Police Pension and Retirement System v. Sterling Bancorp, Inc, et al., No. 5:20-Cv-10490-JEL-EAS (E.D. Mich.))*, which recently settled for \$12.5 million, which was approved by the court on September 23, 2021.

During his prior work in the plaintiffs' bar, Mr. Hammarskjold represented class plaintiffs in *Kleen Products, LLC, et al. v. Packaging Corp. of America, et al., No. 10-cv-05711 (N.D. Ill.)* (containerboard antitrust litigation) and was part of the appellate team whose work resulted in a published Ninth Circuit opinion in *Bozzio v. EMI Group Ltd, et al., No. 13-15685 (9th Cir.)*.

Prior to joining Berman Tabacco in 2018, Mr. Hammarskjold worked for a San Francisco-based plaintiffs' law firm specializing in antitrust class actions and other complex, multidistrict litigation in federal court. He was also a business litigator at a large, national law firm.

Mr. Hammarskjold serves on the Executive Committee of the Antitrust & Business Regulation Section of the San Francisco Bar Association.

Mr. Hammarskjold is rated AV Preeminent® by *Martindale-Hubbell*® and was selected by *Northern California Super Lawyers* magazine as a *Rising Star* in 2016-2020. He was also recognized in *The Best Lawyers in America*® for *Mass Tort Litigation / Class Actions – Plaintiffs* (2021-2022).

Mr. Hammarskjold earned his J.D., *summa cum laude*, from the University of San Francisco School of Law, where he graduated first in his class and received the Academic Excellence Award for Extraordinary Contribution to the Intellectual Life of the School. During law school, he served as an extern for the Honorable William H. Alsup at the U.S. District Court for the Northern District of California. Mr. Hammarskjold has a B.A. from Pomona College.

Mr. Hammarskjold is a member in good standing of the state bar of California, the U.S. District Court for the Northern and Central Districts of California, and the Ninth Circuit of the U.S. Court of Appeals.

CHRISTOPHER T. HEFFELFINGER



Christopher T. Heffelfinger, a partner in Berman Tabacco's San Francisco office, has devoted most of his professional career to pursuing justice on behalf of those who have been harmed by financial fraud and anticompetitive-unfair trade practices. For over thirty (30) years, Mr. Heffelfinger has worked collaboratively as co-lead and participatory counsel in a variety of cases many industries in both securities and antitrust matters.

Mr. Heffelfinger has run a number of PSLRA cases including *In re Warnaco Group Inc. Securities Litigation*, No. 00-CIV-06266 (S.D.N.Y.), where he represented Fresno County Employees' Retirement Association, which settled for \$12.85 million following reversal of dismissal by the Second Circuit. Mr. Heffelfinger also has extensive experience in securities class actions generally, having prosecuted, for example, *In re Avant! Securities Litigation*, No. 96-cv-20132 (N.D. Cal.) (recovering \$35 million for the class, almost 50% of losses, net of attorneys' fees and expenses). Mr. Heffelfinger participated as counsel in *In re LDK Solar Securities Litigation*, No. C-07-05182-WHA (N.D. Cal.), a case alleging an inventory accounting fraud by this Chinese company regarding its treatment of different grades poly-silicon used in the production of solar panels. He participated in all phases of discovery including deposition practice in Hong Kong, expert work, summary judgment and trial preparation. *LDK Solar* settled for \$13 million. Similarly, Mr. Heffelfinger was requested by lead counsel in *In re Broadcom Corp., Securities Litigation*, No. 01-cv-00275 (C.D. Cal.), to conduct a series of depositions (fact and expert) in a securities case alleging the improper accounting treatment of warrants used by Broadcom to make acquisitions of other companies. *Broadcom* settled for \$150 million.

Mr. Heffelfinger has also served as co-lead or participatory counsel in the following cases: In *In re Dynamic Random Access Memory (DRAM) Antitrust Litigation (Indirect Case)*, No. M:02-cv-01486 (N.D. Cal.), Mr. Heffelfinger was appointed by the Special Master, Ret. U.S. District Court Judge Charles B. Renfrew, to serve as settlement allocation counsel for indirect reseller purchasers in DRAM. The case obtained final approval, with the Special Master acknowledging in his Report and Recommendations to the Court that the efforts by the parties to resolve the allocation issues were an essential link in the sequence of negotiations that culminated in the proposed plan of distribution. Mr. Heffelfinger was also the lead partner for the firm in the prosecution of *In re Reformulated Gasoline (RFG) Antitrust and Patent Litigation*, MDL No. 05-1671 (C.D. Cal.) which alleged that defendants manipulated the California gas market for summertime

reformulated gasoline and artificially increased prices for consumers. As co-lead counsel, the firm achieved a settlement valued at \$48 million. Chris was also an integral member of the team representing toy purchaser consumers as co-lead counsel in *In re Toys "R" Us Antitrust Litigation* (USDC-ED NY. 2000), a Federal Multi District Litigation alleging that Toys "R" Us had conspired with certain toy manufacturers to not sell certain popularly promoted toys to deep discount retailers such as Costco, in contravention of the antitrust laws and various state unfair competition/practices statutes. The team achieved a settlement with a combined value of \$56 million.

Mr. Heffelfinger was named a *Super Lawyer* by *Northern California Super Lawyers* magazine every year since 2009 and he has an *AV Preeminent*[®] rating by *Martindale-Hubbell*[®]. He has also been recognized in *The Best Lawyers in America*[®] for *Litigation-Antitrust* (2018-2022) and in *Northern California Best Lawyers* for *Litigation-Antitrust* (2021), was ranked by *The Legal 500* as a *Recommended Attorney* in *Antitrust* (2019-2020), and was selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021). He has also been recognized by *Global Competition Review's Who's Who Legal: Competition* (2021).

Mr. Heffelfinger served on active duty as an infantry officer in the U.S. Marine Corps, 1977-80, and again for nine months in 1990-1991 as a Captain with a rifle company in support of Operations Desert Shield/Storm. He has lectured periodically on discovery matters, including electronically stored information, deposition practice and evidentiary foundations in commercial litigation.

Mr. Heffelfinger received his B.A. in Economics from Claremont McKenna College in 1977 and his J.D. from the University of San Francisco School of Law in 1984.

Mr. Heffelfinger is a member in good standing of the state bar of California, the U.S. District Court for the Northern, Eastern, Central and Southern Districts of California, the U.S. District Court for the District of Arizona and the Ninth Circuit U.S. Court of Appeals.

NICOLE LAVALLEE



Nicole Lavalley, the managing partner of the firm's San Francisco office and member of the firm's Executive Committee, focuses her practice on prosecuting securities and derivative actions. She is also an integral member of the firm's New Case Investigations Team, which oversees the firm's portfolio monitoring program and investigates potential securities law violations to determine whether a case meets the firm's exacting standards.

Since the enactment of the PSLRA, Ms. Lavalley has prosecuted numerous high-profile securities fraud cases for the firm. For example, she was one of the lead attorneys overseeing the *In re IndyMac Mortgage-Backed Securities Litigation*, No. 09-cv-4583 (S.D.N.Y.), which settled for \$346 million – one of the largest private MBS recoveries on record and the largest of any case where the issuer bank was in bankruptcy.

Over the years, Ms. Lavalley has been the lead partner managing the day-to-day prosecution of numerous other cases, where she handled or oversaw case investigation and factual development and briefing (including appeal briefing), conducted depositions, argued key motions (including motions to dismiss,

motions for summary judgment and/or discovery motions), and participated in settlement negotiations. Examples that resulted in favorable judicial commentary include: (i) *In re KLA-Tencor Corp. Securities Litigation*, No. C06-04065 (N.D. Cal.), an options-backdating class action, representing co-lead plaintiff the Louisiana Municipal Police Employees' Retirement System, which settled for \$65 million; (ii) *In re International Rectifier Securities Litigation*, No. 07-cv-02544 (C.D. Cal.), on behalf of the co-lead plaintiff Massachusetts Laborers' Pension Fund, alleging manipulation of the company's financial results, which settled for \$90 million in 2009; and (iii) *Oracle Cases*, Coordination Proceeding, Special Title (Rule 1550(b)), No. JCCP 4180 (Cal. Super. Ct. San Mateo Cty.), a derivative case alleging that Lawrence Ellison engaged in illicit insider trading, and which settled weeks before trial when Defendant Larry Ellison agreed to make \$100 million in charitable donations in Oracle's name.

Ms. Lavallee also represented numerous institutional clients in opt-out actions, including *State of Oregon v. McKesson HBOC, Inc.*, Master File No. 307619 (Cal. Super. Ct. San Francisco Cty.), an individual opt-out action brought on behalf of the retirement systems for Colorado, Utah, and Minnesota, and opt-out actions on behalf of State of Michigan Retirement System and Fresno County Employees' Retirement Association against Countrywide Financial Corp. (*State Treasurer of The State of Michigan v. Countrywide Financial Corp.*, No. CV-11-00809 (C.D. Cal.) and *Fresno County Employees Retirement Association v. Countrywide Financial Corp.*, No. CV-11-00811 (C.D. Cal.)). She has also worked on several securities-fraud trials over the past 25 years.

Currently, Ms. Lavallee is a lead partner at Berman Tabacco on several class action securities fraud cases. She is overseeing *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-cv-04993-NRB (S.D.N.Y.), where the firm is lead counsel representing lead plaintiff the Utah Retirement Systems and has reached a proposed partial settlement with one of the four defendants for \$14.9 million plus cooperation; and *Hayden v. Portola Pharmaceuticals, Inc., et al.*, No. 3:20-cv-00367-VC (N.D. Cal.), in which the firm is lead counsel representing court-appointed lead plaintiff Alameda County Employees' Retirement Association. She is also co-lead counsel representing court-appointed lead plaintiff Plymouth County Retirement Association in *In re Aqua Metals, Inc. Securities Litigation*, No. 4:17-CV-07142-HSG (N.D. Cal.), an action alleging that defendants Aqua Metals, Inc. and company executives falsely misled investors about the status of its implementation of and operations of its AquaRefining technology, which the company claimed had the potential to revolutionize lead recycling and make lead-acid batteries the only truly sustainable battery technology. The case recently settled for \$7 million. Further, Ms. Lavallee is also involved in the prosecution of several derivative actions including *Teamsters Local 443 Health Services & Ins. Plan, et al. v. Chou*, No. 2019-0816 (Del. Ch.), involving AmerisourceBergen Corp. asserting that the Company's executives breached their fiduciary duties in connection with the Company's subsidiary's alleged illegal scheme to produce and market unapproved prefilled syringes ("PFS") in violation of federal and state laws. In 2017, Amerisource entered a guilty plea related to the alleged illegal PFS scheme and has paid more than \$875 million in penalties and fines to settle related civil and criminal claims.

In 2021, Ms. Lavallee was ranked by *Chambers USA* in California under *Litigation-Securities*, which quoted an opposing counsel as stating that "Nicole is a good adversary, she is smart and puts up a good fight for her clients." She has been ranked by *Benchmark Litigation* as a *California State Litigation Star* (2020-2022), *San Francisco Litigation Star* (2020-2022), and *Noted Star* (2019-2020) in *Plaintiff Work* and *Securities*. She was also recognized in *The Best Lawyers in America*® for *Litigation-Securities* (2021-2022) and in the *Northern California Best Lawyers* for *Litigation-Securities* (2021). She has also been recognized as a *Recommended Attorney in Securities Litigation* by *The Legal 500* (2017-2021). In 2021, Nicole was ranked as one of the *Top Women Lawyers* in California by the *Daily Journal*. *Northern California Super Lawyers*

magazine named her to their lists of the *Top 100* attorneys in California (2021) and the *Top 50 Women* attorneys in California (2021). She has also been named a *Super Lawyer* by *Northern California Super Lawyers* magazine (2017-2021) and was included in *San Francisco Magazine's Top Women Attorneys in Northern California* (2017-2021). Ms. Lavallee has an AV Preeminent® rating from *Martindale-Hubbell®* and was selected for the *Martindale-Hubbell® Bar Register of Preeminent Women Lawyers™*. *Martindale-Hubbell®* also selected her as a *Top-Rated Litigator* (2019) and as one of its *Women Leaders In Law* (2021). Ms. Lavallee was selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

Ms. Lavallee has authored numerous articles and lectured on securities litigation. She was co-chair for the 2016 Cross-Border Litigation Forum, a gathering of the most senior legal practitioners in U.S./Canada cross-border litigation (was also on the Steering Committee for the 2012 and 2014 forums), and she is currently on the Steering Committee for the 2020 Cambridge Forum on Plaintiffs' Class Action Litigation (where she previously served on the Steering Committee for the 2019 forum). Further, Ms. Lavallee is active in the Bar Association of San Francisco ("BASF"), serving on the Steering Committee of the Women's Impact Network: No Glass Ceiling 2.0 and as a Member of BASF's Policy Impact Working Group of the Women's Impact Network.

A native of Canada, Ms. Lavallee is a 1989 graduate of the French Civil Law School at Université de Montréal and obtained her a Common Law degree from Osgoode Hall Law School in Toronto in 1991. She received her undergraduate degree in Health Sciences and in Pure and Applied Sciences from Vanier College in Montreal in 1986.

Ms. Lavallee is a member in good standing of the state bar of California, all federal courts in the Ninth Circuit and the Ninth Circuit of the U.S. Courts of Appeals, as well as the United States District Court for the District of Colorado.

KRISTIN J. MOODY



Kristin J. Moody is a partner in the firm's San Francisco office, where she focuses her practice on securities litigation. She has successfully litigated numerous class actions that have resulted in substantial settlements for defrauded investors.

Currently, Ms. Moody serves as one of the lead partners for the team prosecuting *In re Aqua Metals, Inc. Securities Litigation*, No. 4:17-cv-07142-HSG (N.D. Cal.), a securities class action against Aqua Metals, Inc. and certain of its former executives. The case alleges that the defendants engaged in a widespread fraud to mislead investors about, among other things, the implementation and operations of the Company's purportedly proven AquaRefining technology that would supposedly revolutionize the \$22 billion lead acid battery recycling business. The case recently settled for \$7 million. She is also one of the partners prosecuting *In re Aegean Marine Petroleum Network, Inc. Securities Litigation*, No. 18-cv-04993-NRB (S.D.N.Y.), a case in which the firm is Lead Counsel representing sole Lead Plaintiff, Utah Retirement Systems in a securities fraud class action lawsuit against Aegean Marine Petroleum Network, Inc. ("Aegean"), a marine fuel logistics company based in Greece that supplies and markets refined marine fuel and lubricants to ships in port and at sea, and several former officers. To date, the parties have reached a

partial settlement with PwC Greece for \$14.9 million and cooperation, for which preliminary approval is pending before the court. The case is ongoing as to the remaining, non-settling defendants.

Ms. Moody was lead partner for the team prosecuting *Oklahoma Police Pension & Retirement System v. Sterling Bancorp, Inc, et al.*, No. 5:20-cv-10490-JEL-EAS (E.D. Mich.), a securities fraud class action lawsuit against Sterling Bancorp, Inc., certain of its current and former officers and directors, and the underwriters for the Company's initial public offering (the "IPO"). The case was brought on behalf of investors who purchased or otherwise acquired Sterling common stock from November 17, 2017 through and including March 17, 2020 (the "Class Period"), including shares sold in the IPO. Sterling, headquartered in Southfield, Michigan, is the unitary thrift holding company of Sterling Bank and Trust which specializes in residential mortgages. The case alleges that defendants issued materially untrue and misleading statements concerning, *inter alia*, the Company's loan underwriting, risk management, compliance and internal controls, including regarding the Company's Advantage Loan Program, the Company's largest lending program which the Company completely shut down by the end of the Class Period. The case reached a settlement of \$12.5 million, which was approved by the court on September 23, 2021. Ms. Moody also represented lead plaintiff in *In re Zynga, Inc. Securities Litigation*, where she investigated and drafted the complaint and successful opposition to the motion to dismiss, conducted discovery, and participated in mediation. The case reached a settlement of \$23 million. Ms. Moody also investigated and drafted the consolidated amended complaint in a class action against General Electric Co., certain of its officers and directors, and underwriters of its public offering; drafted lead plaintiff's opposition to defendants' motions to dismiss and subsequent briefing with the court; and conducted discovery in the matter. The case settled for \$40 million. Further, Ms. Moody assisted in the litigation of *In re BP p.l.c. Securities Litigation*, where she helped draft the amended complaint and the successful opposition to defendants' motion to dismiss. BP and Lead Plaintiffs for the "post-explosion" class reached a settlement in the amount of \$175 million.

Ms. Moody also served as lead partner for the firm in *McLaughlin v. Wells Fargo Bank, N.A.*, No. 3:15-cv-02904-WHA (N.D. Cal.), which achieved a precedent-setting opinion holding that Wells Fargo Bank, NA is required under the Truth in Lending Act ("TILA") to indicate the amount of property insurance proceeds held by the bank on plaintiff customer's payoff statement. The litigation ultimately attained a settlement which provided \$880,000 to the damages class (more than \$2,900 for each damages class member), which is 88% of the total maximum statutory damages that could have been recovered if fully litigated. The settlement also requires Wells Fargo to disclose insurance claim funds on all of its payoff statements going forward, which is a benefit beyond what could have been achieved at trial. Ms. Moody also managed litigation, coordinated and conducted discovery, counseled clients, and participated in mediation in *In re Force Protection Securities Litigation*, which settled for \$24 million. Ms. Moody further coordinated and conducted discovery, counseled the client, and participated in mediation in litigation against International Rectifier Corp. and several of its former officers and directors for an alleged fraud at a foreign subsidiary, which settled for \$90 million. In addition, Ms. Moody participated in the motion to dismiss briefing and mediation in *In re American Home Mortgage Securities Litigation*, which settled for \$37.25 million, despite the difficulties American Home's bankruptcy posed to asset recovery.

Prior to joining Berman Tabacco, Ms. Moody practiced at Holland & Knight, LLP in Boston and Morrison & Foerster, LLP in San Francisco. While at Morrison & Foerster, Ms. Moody represented clients in complex commercial litigation matters with a focus on securities litigation. At Holland & Knight, she represented clients in a range of white-collar criminal matters, government and regulatory investigations, and complex civil litigation, including securities litigation. Ms. Moody has also represented clients in a number of *pro bono* matters, including discrimination and political asylum cases.

Ms. Moody was selected as a *Super Lawyer* by *Northern California Super Lawyers* magazine (2020-2021) and was included in *San Francisco Magazine's Top Women Attorneys in Northern California* (2020-2021). She was also selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

Ms. Moody has published several articles in the areas of accounting fraud, securities class actions, and derivative suits. She has also taught business law courses at Fisher College and previously sat on the Fisher College Advisory Board. Ms. Moody has also served as an Advisory Board member for the non-profit Generation Citizen.

Ms. Moody earned an LL.M. from New York University School of Law in 2003, a J.D., *cum laude*, from Boston College Law School in 1999, and a B.A., *cum laude*, in English and Legal Studies from Bucknell University in 1995. While in law school, she was Notes and Comments Editor of the *Boston College International and Comparative Law Review* and was active in the Women's Law Center.

Ms. Moody is a member in good standing in the Commonwealth of Massachusetts, the state of California, and is also admitted to practice in the U.S District Court for the Northern, Central, Eastern and Southern Districts of California, the U.S. District Court for the District of Massachusetts, the Eastern District of Michigan, and the U.S. Courts of Appeals for the First, Third, Ninth, and Federal Circuits.

NATHANIEL L. ORENSTEIN



A partner in the firm's Boston office, Nathaniel L. Orenstein focuses his practice on securities and antitrust litigation. He is currently engaged in a number of matters to ensure that corporate directors' meet their fiduciary obligations to their shareholders. Most recently, Mr. Orenstein successfully prosecuted in *Norfolk County Retirement System v. David D. Smith*, Civ. No. 1:18-cv-03952 (D. Md.) a case concerning a merger between Sinclair Broadcast Group and Tribune Media Company that was blocked by the U.S. Department of Justice ("DOJ") and the U.S. Federal Communications Commission ("FCC") because Sinclair proposed "sham" divestiture

transactions to the FCC and "engaged in misrepresentation and/or lack of candor" with respect to those related party transactions. The settlement provided far-reaching benefits to Sinclair and its shareholders, including substantial corporate governance reforms, comprised of, among other things, the creation of two new board committees, along with nearly \$25 million in financial recovery – including a rare \$5 million personal contribution from Sinclair's controlling shareholder. In approving the settlement, the Court noted that "[i]n this case, plaintiffs' counsel secured an excellent settlement that includes significant corporate governance reforms that would not have resulted from a trial on the merits."

Mr. Orenstein's representative cases also include: *In re Bluegreen Corporation Shareholder Litigation*, No. 502011CA018111 (15th Judicial Cir., Florida) (\$36.5 million settlement and \$80 million in benefit to class secured to date as member of Executive Committee); *In re TPC Group, Inc. Shareholders' Litigation*, No. 7865-VCN (Delaware Chancery) (\$79 million benefit to class while co-lead counsel); *Louisiana Municipal Police Employees' Retirement System v. EnergySolutions, Inc.*, C.A. No. 8350-VCG (Delaware Chancery) (\$36 million benefit to class as co-lead counsel); *In re El Paso Corporation Shareholder Litigation*, No. 6949-CS (Delaware Chancery) (\$110 million benefit to class as member of Executive

Committee); *In re American Home Mortgage Securities Litigation*, No. 07-MD-1898 (E.D.N.Y.) (\$37.25 million benefit to class as member of litigation team); *In re Force Protection Inc. Securities Litigation*, No. 2:08-cv-845 CWH (D.S.C.) (\$24 million benefit to class as member of litigation team); and *In Re: Nexium (Esomeprazole) Antitrust Litigation*, No. 12-md-02409-WGY (D. Mass.) (\$24 million benefit to class secured to date as local counsel).

Prior to joining Berman Tabacco, Mr. Orenstein was a staff attorney for the Securities Division of the Office of the Secretary of the Commonwealth of Massachusetts. While there, he performed company examinations as well as investigated and pursued enforcement actions to detect and prevent fraud at hedge funds and related companies. Mr. Orenstein was the lead attorney on many investigations and actions against broker-dealers, investment advisors and others.

Prior to obtaining his J.D. from the New York University School of Law in 2005, Mr. Orenstein served as a member of the mutual fund and insurance brokerage investigation teams for the Office of the New York State Attorney General's Investment Protection Bureau. As a legal intern, he assisted with the Bureau's investigation work including, case planning, discovery and settlement negotiation.

In addition to his work for the Commonwealth and for New York State, Mr. Orenstein was the Associate Director for the Center for Insurance Research, a consumer advocacy organization. In this role, he supported Center attorneys in litigating complex insurance reorganization transactions. He also testified in regulatory and legislative proceedings on behalf of policyholders concerning market conduct and insurance rate setting.

Benchmark Litigation has ranked Mr. Orenstein as a *Massachusetts Future Star* (2021-2022) and *Massachusetts Super Lawyers Magazine* named him a *Super Lawyer* (2020-2021) and a *Rising Star* (2014-2015).

Mr. Orenstein earned a J.D. from New York University School of Law in 2005, and a B.A. in Economics from Bates College in 1997.

Mr. Orenstein is a member in good standing in the Commonwealth of Massachusetts, the U.S. District Court for the District of Massachusetts and the U.S. Court of Appeals for the First Circuit.

MATTHEW D. PEARSON



A partner in the firm's San Francisco office, Matthew D. Pearson focuses his practice on securities, antitrust and consumer protection litigation. Mr. Pearson is an integral member of the firm's New Case Investigations Team and devotes a substantial amount of his time to evaluating and investigating potential new cases. Mr. Pearson also monitors foreign securities litigation, tracks developments in foreign class action and securities law, and assists clients interested in litigating abroad.

Since joining the firm in 2005, Mr. Pearson has served in key roles on a number of the firm's leading securities and antitrust cases. On the securities side, Mr. Pearson was part of the litigation team in *In re The Bear Stearns Cos. Inc. Securities, Derivative and ERISA Litigation*, Master

File No. 08-MDL No. 1963 (S.D.N.Y.), which resulted in settlements totaling \$294.9 million for aggrieved investors.

In his antitrust practice, Mr. Pearson was a prominent member of the firm's team leading the *In re New Motor Vehicles Canadian Export Antitrust Litigation*, No. 03-md-1532 (D. Me.), involving allegations that major automakers unlawfully conspired to stop the export of cheaper new Canadian vehicles into the United States. Mr. Pearson was involved in all aspects of this nationwide, multi-jurisdictional litigation, including discovery, class certification, extensive expert reports, summary judgment, appeals in multiple courts, and settlement. The federal case ended in 2009. Mr. Pearson currently represents car buyers in a related litigation in California state court, captioned *In re Automobile Antitrust Cases I and II*, JCCP Nos. 4298 and 4303 (San Francisco Superior Court), which continues against one remaining automaker defendant. To date, the firm has achieved settlements totaling over \$55 million for class members in the federal and California actions.

Mr. Pearson also assisted in the firm's efforts to achieve a historic \$295 million settlement with De Beers, where the firm represented a class of diamond resellers alleging De Beers unlawfully monopolized the worldwide supply of diamonds. The settlement was significant because, in addition to the \$295 million cash payment, the settlement included an agreement by De Beers to submit to the jurisdiction of the U.S. court to enforce the terms of the settlement and a comprehensive injunction limiting De Beers' ability to restrict the worldwide supply of diamonds in the future. The firm's work in this case – believed to be the first successful prosecution of De Beers under U.S. antitrust laws – serves as a template for corralling foreign monopolists.

Mr. Pearson co-authored an amicus brief submitted to the California Supreme Court on behalf of three unions in the *Kwikset* case, involving products falsely labeled as "Made in the USA." The California Supreme Court's ultimate opinion (*Kwikset Corp. v. Superior Court*, 51 Cal. 4th 310 (2011)), was highly favorable to our clients' interests and became one of the leading opinions regarding standing under California's Unfair Competition Law.

In 2021, Mr. Pearson was selected as a *Super Lawyer* by *Northern California Super Lawyers* magazine.

Mr. Pearson received his law degree in 2004 from the University of California, Davis, School of Law, where he completed the King Hall Public Service Law Program. He completed his undergraduate studies at the University of California, Los Angeles, earning a Bachelor of Arts in Political Science, with an International Relations concentration.

Mr. Pearson is a member in good standing in the state bar of California, and the United States District Courts for the Northern, Central and Southern Districts of California.

TODD A. SEAVER



A partner in the San Francisco office, Todd A. Seaver litigates both antitrust and investment-related matters, with a primary focus on developing and litigating antitrust cases. He has led the day-to-day management of one of the largest antitrust class actions in history, and has litigated antitrust cases involving varied industries of high-tech, pharmaceuticals, autos, chemicals, consumer electronics, biotech, diamonds and online retailing. He is a leader of the firm's antitrust practice group, marshalling the firm's extensive investigative resources and then litigating the cases.

Currently, Mr. Seaver is co-lead counsel for consumer plaintiffs in an antitrust class action against American Express, *Oliver v. American Express Co.*, No. 1:19-cv-00566-NGG (E.D.N.Y.). The action is at the forefront of the payments industry and is now shaped by the landmark ruling in *Ohio v. American Express Co.*, 138 S. Ct. 2274 (2018), in which the U.S. Supreme Court articulated a new analytical framework for so-called "two-sided" markets.

Mr. Seaver is also presently counsel for plaintiffs and represents California State Teachers' Retirement System (CalSTRS) in the Euribor (*Sullivan v. Barclays PLC, et al.*, No. 13-cv-2811 (S.D.N.Y.)) and Yen Libor (*Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-03419 (GBD) (S.D.N.Y.)), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 1:15-cv-05844 (GBD) (S.D.N.Y.) antitrust cases involving Wall Street banks' manipulation of interest rate benchmarks and bid-ask spread price fixing on interest rate derivatives. He also currently represents Orange County Employees' Retirement System (OCERS) in an ongoing antitrust class action (*Dennis v. JP Morgan Chase & Co.*, No. 16-cv-06496-LAK (S.D.N.Y.)) alleging that U.S., European, and Australian banks manipulated the interest rate benchmark used to price derivatives that were denominated in Australian dollars and sold to U.S. investors. He also currently represents Fresno County Employees' Retirement Association (FCERA) in *In re Foreign Exchange Benchmark Rates Antitrust Litigation*, No. 13-cv-07789 (S.D.N.Y.), an antitrust class action against Wall Street banks for manipulating a foreign currency exchange rate benchmark and fixing bid-ask spreads on trillions of dollars of foreign currency exchange transactions.

He also leads plaintiffs' efforts in *In re New Motor Vehicles Canadian Export Antitrust Litigation*, in which Berman Tabacco is lead counsel. The case alleges that major auto manufacturers unlawfully conspired to stop the export of cheaper new Canadian vehicles into the United States for use or resale. The case has partially settled with Toyota Motor Sales U.S.A. for \$35 million and with General Motors of Canada for \$20.15 million. The litigation is ongoing in California state court, with the California Court of Appeal having recently reversed the trial court's grant of summary judgment in favor of defendant Ford Canada.

Mr. Seaver recently had a leading role in several cases, including, *In re Lithium Ion Batteries Antitrust Litigation*, No. 13-md-2420-YGR (N.D. Cal.), where the firm was co-lead counsel for direct purchaser plaintiffs. Settlements were reached totaling \$139.3 million for the direct purchaser class (final approval on the last three settlements was granted on May 16, 2018). The lawsuit alleged that defendants, including LG, Panasonic, Sony, Hitachi and Samsung, participated in a conspiracy to fix the prices of lithium ion rechargeable batteries, which affected the prices paid for the batteries and certain products in which the batteries were used and which the defendants sold. Mr. Seaver argued and defeated motions to dismiss

and deposed fact witnesses and defendants' expert economist and made the oral argument in opposition to defendants' *Daubert* motions to exclude plaintiffs' expert economist's opinions at class certification.

Mr. Seaver led efforts for the firm in an action against Netflix and Wal-Mart, *In re Online DVD Rental Antitrust Litigation*, in which Berman Tabacco was among lead counsel. He was responsible for managing many aspects of discovery, class certification and summary judgment, as well as for achieving partial settlement with defendant Wal-Mart. He successfully argued in Ninth Circuit Court of Appeals for that case on an issue of first impression regarding the Class Action Fairness Act and settlements involving a mix of cash consideration and electronic store gift cards. He was also one of the lead counsel in *In re Optical Disk Drive Antitrust Litigation* and also worked on a number of the firm's high-profile cases including *Cardizem CD*, still the leading generic drug competition case, which settled in 2003 for \$80 million. In the *Cardizem CD* case, Berman Tabacco was co-lead counsel representing health insurer Aetna in an antitrust class action and obtained a pioneering ruling in the federal court of appeals regarding the "reverse payment" by a generic drug manufacturer to the brand name drug manufacturer. In a first of its kind ruling, the appellate court held that the brand name drug manufacturer's payment of \$40 million per year to the generic company for the generic to delay bringing its competing drug to market was a per se unlawful market allocation agreement. Today that victory still shapes the ongoing antitrust battle over competition in the pharmaceutical market.

Mr. Seaver spearheaded the landmark case against the major credit rating agencies (Standard & Poor's and Moody's), *California Public Employees' Retirement System v. Moody's Corp.*, No. CGC-09-490241 (Cal. Super. Ct. San Francisco Cty.). The case, filed on behalf of the nation's largest state pension fund, the California Public Employees' Retirement System (CalPERS), was groundbreaking litigation that held the rating agencies financially responsible for negligent misrepresentations in rating structured investment vehicles. Moody's and Standard & Poor's agreed to pay a total of \$255 million (\$130 million and \$125 million, respectively) to settle CalPERS' claim that "Aaa" ratings on three SIVs were negligent misrepresentations under California law. This case was groundbreaking in that (i) the settlements rank as the largest known recoveries from Moody's and S&P in a private lawsuit for civil damages; and (ii) it resulted in a published appellate court opinion finding that rating agencies can, contrary to decades of jurisprudence, be liable for negligent misrepresentations under California law for their ratings of privately-placed securities.

Mr. Seaver was previously associated with the law firm Devine, Millimet & Branch, P.A., where he practiced commercial litigation. He was an adjunct Professor of Law with the New England School of Law in 2003, teaching Appellate Advocacy.

Mr. Seaver is a member of the American Bar Association's Antitrust Section and served a two-year term as a Director for the San Francisco Bar Association's Antitrust Committee in 2012-2013.

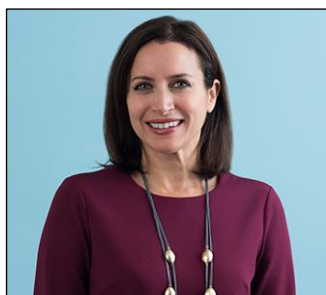
Mr. Seaver was ranked by *The Legal 500* as a *Recommended Attorney* in *Securities Litigation* (2017-2018) and *Antitrust* (2019-2021), which noted in the 2020 release that Mr. Seaver "displays deep knowledge of specialized finance." He was also named a *Super Lawyer* by *Northern California Super Lawyers Magazine* (2017-2020), and has been recognized by *Global Competition Review's Who's Who Legal: Competition* (2017-2019). *Who's Who Legal* has also named Mr. Seaver a *Thought Leader* in *Competition* (2019-2020). He was also ranked by *Benchmark Litigation* as a *California Litigation Star* (2022), *Local Litigation Star* (2019-2020, 2022), *California Future Star* (2020-2021), and *Noted Star* (2019-2021) in *Plaintiff Work*

and *Securities*. He was selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

Mr. Seaver graduated *magna cum laude* from Boston University in 1994 with a B.A. in International Relations. He earned a M.Sc. from the London School of Economics in 1995 and graduated *cum laude* from the American University Washington College of Law in 1999. While in law school, Mr. Seaver served as a law clerk at the Federal Trade Commission's Bureau of Competition and as a judicial extern for the Honorable Ricardo M. Urbina, U.S. District Court for the District of Columbia.

Mr. Seaver is a member in good standing in the Commonwealth of Massachusetts, the states of California and New Hampshire, as well as the U.S. District Courts for the District of Massachusetts, the District of New Hampshire, and the Northern, Eastern, Central and Southern Districts of California.

LESLIE R. STERN



A partner in Boston, Leslie R. Stern heads the New Case Investigations Team for institutional clients. The team investigates possible securities law violations, gauging clients' damages and evaluating the merits of cases to determine the best course of legal action.

In her role with the New Case Investigations Team, Ms. Stern oversees a portfolio monitoring program that combines the power of an online loss calculation system with the hands-on work of a dedicated group of attorneys, investigators and financial analysts. Her case development duties include preparing detailed case analyses and recommendations, and advising clients on their legal options.

Ms. Stern is a seasoned litigator with more than a decade of experience on cases such as *Carlson v. Xerox Corp.*, in which Berman Tabacco represented the Louisiana State Employees' Retirement System as co-lead counsel. Upon approval in January 2009, the \$750 million Xerox settlement ranked as the 10th largest securities class action recovery of all time. Ms. Stern also worked extensively on *In re Bristol Myers-Squibb Securities Litigation*, which settled for \$300 million. As part of the litigation team in *Giarraputo v. UNUMProvident Corp.*, No. 2:99cv00301 (D. Me.), Ms. Stern helped secure a \$45 million settlement in a lawsuit stemming from the merger that created UNUMProvident. She also has experience prosecuting derivative actions. She was a member of the litigation team in a derivative suit brought against the directors of Oxford Health Plans Inc. As co-lead counsel in the case, Ms. Stern and the Firm represented individual investors seeking to recover damages sustained by the company because of its directors' breaches of their fiduciary duties, gross mismanagement, corporate waste of assets and breach of duty of loyalty with respect to self-dealing stock transactions. Ms. Stern has also served on several trial teams, including *In re Biogen Sec. Litig.*, No. 94-cv-12177 (D. Mass.), and *In re Zila Inc. Sec. Litig.*, No. 99-cv-00115 (D. Ariz.), which settled during trial preparation. Ms. Stern was also one of the attorneys representing a Firm client in a class action against numerous financial institutions alleging that ten of the world's largest banks conspired to fix the prices of unsecured bonds issued by the government-sponsored agencies familiarly known as Federal National Mortgage Association ("Fannie Mae") and Federal Home Loan Mortgage Corporation ("Freddie Mac"). *City of Birmingham Retirement & Relief System, et al. v. Bank of America, N.A., et al.*, No. 1:19-cv-01704-JSR (S.D.N.Y.). The case settled for \$386.5 million. Currently Ms. Stern is also overseeing several breach of fiduciary duty actions.

Prior to joining Berman Tabacco in 1998 and being named partner in 2003, Ms. Stern practiced general civil litigation.

Ms. Stern is a member of both the National Association of Public Pension Attorneys and the National Association of Women Lawyers.

Ms. Stern was designated a *Local Litigation Star* by *Benchmark Litigation* in 2013-2015 and 2021-2022 and was recognized among the *Benchmark Plaintiff Top 150 Women in Litigation*. She was also ranked as a *Recommended Attorney* in *Securities Litigation* by *The Legal 500* (2017-2021). She was selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021).

She earned a B.S. degree in Finance from American University in 1991 and graduated *cum laude* from Suffolk University Law School in 1995. While at Suffolk, Ms. Stern served on the Suffolk University Law Review's editorial board and authored three publications.

Ms. Stern is a member in good standing in the Commonwealth of Massachusetts and the U.S. District Court for the District of Massachusetts. She has also been admitted to practice in the First and Fourth Circuits of the U.S. Courts of Appeals.

JOSEPH J. TABACCO, JR.



Joseph J. Tabacco, Jr., the founding member of Berman Tabacco's San Francisco office and member of the firm's Executive Committee, actively litigates antitrust, securities fraud, commercial high tech and intellectual property matters.

Prior to 1981, Mr. Tabacco served as senior trial attorney for the U.S. Department of Justice, Antitrust Division in both the Central District of California and the Southern District of New York. In that capacity, he had major responsibility for several criminal and civil matters, including the antitrust trial of *United States v. IBM*. Since entering private practice in the early 1980s, Mr. Tabacco has served as trial or lead counsel in numerous antitrust and securities cases and has been involved in all aspects of state and federal litigation. In private practice, Mr. Tabacco has also tried a number of securities cases, each of which resolved successfully at various points during or after trial, including *In re MetLife Demutualization Litigation* (settled after jury empaneled), *Gutman v. Howard Savings Bank* (plaintiffs' verdict after six-week trial), *In re Equitec Securities Litigation* (settled after six months of trial) and *In re Ramtek Securities Litigation*.

Mr. Tabacco currently oversees the firm's class action litigation teams in the firm's price-fixing/market manipulation cases alleging that major banks colluded to fix the prices of derivatives and other financial instruments by manipulating numerous financial benchmark rates. This includes representing California State Teachers' Retirement System, one of the country's largest public pension funds, in (i) *Sullivan v. Barclays PLC et al.*, No. 13-cv-2811 (S.D.N.Y.), a class action against numerous Wall Street banks for price-fixing financial instruments tied to the Euro Interbank Offered Rate (the "Euribor"), which has total approved settlements in the amount of \$491.5 million; and (ii) *Laydon v. Mizuho Bank, Ltd.*, No. 1:12-cv-

03419 (GBD) (S.D.N.Y.), and *Sonterra Capital Master Fund, Ltd. v. UBS AG*, No. 1:15-cv-05844 (GBD) (S.D.N.Y), two related class actions against numerous financial institutions for price-fixing financial instruments tied to the London Interbank Offered Rate (“LIBOR”) for the Japanese Yen and the Euroyen Tokyo Interbank Offered Rate (“TIBOR”), which have total approved settlements in the amount of \$307 million.

Mr. Tabacco was one of the firm’s lead attorneys representing the Wyoming State Treasurer and Wyoming Retirement System in the *In re IndyMac Mortgage-Backed Securities Litigation* in which the firm achieved settlements totaling \$346 million. He also oversaw *California Public Employees’ Retirement System v. Moody’s Corp.*, No. CGC-09-490241 (Cal. Super. Ct. San Francisco Cty.), the pioneering case that held credit rating agencies (Standard & Poor’s and Moody’s) financially responsible for their negligence in rating structured investment vehicles. After settling with both McGraw Hill Companies and Moody’s, California Public Employees’ Retirement System’ total recovery for the case was \$255 million. Over the decades, Mr. Tabacco has prosecuted numerous securities fraud and antitrust cases against both domestic and international companies.

Mr. Tabacco recently oversaw *In re Lithium Ion Batteries Antitrust Litigation*, No. 13-md-2420-YGR (N.D. Cal.), which achieved settlements in the total amount of \$139.3 million for a class of direct purchasers of lithium-ion rechargeable batteries (final approval on the last three settlements was granted on May 16, 2018). The lawsuit alleged that defendants, including LG, Panasonic, Sony, Hitachi and Samsung, participated in a conspiracy to fix the prices of lithium ion rechargeable batteries, which affected the prices paid for the batteries and certain products in which the batteries are used and which the defendants sell.

Since 2008, Mr. Tabacco has served as an independent member of the Board of Directors of Overstock.com, a publicly traded company internet retailer. He is Chair of the Board’s Nominating & Corporate Governance Committee and also serves as a member of the Board’s Audit and Compensation Committees. He has also served as a member of the American Antitrust Institute Advisory Board since 2008. He also frequently lectures and authors articles on securities and antitrust law issues and is a member of the Advisory Board of the Institute for Consumer Antitrust Studies at Loyola University Chicago School of Law and the Advisory Board of the Center for Law, Economics & Finance at the George Washington School of Law. Mr. Tabacco is also a former teaching fellow of the Attorney General’s Advocacy Institute in Washington, D.C., and has served on the faculty of ALI-ABA on programs about U.S.-Canadian business litigation and trial of complex securities cases.

For 15 consecutive years, he has been among the top U.S. securities litigators ranked by *Chambers USA* (2007-2021) and is also AV Preeminent® rated by *Martindale-Hubbell®*. Mr. Tabacco has been featured by the *Daily Journal* as one of the *Top Antitrust Lawyers in California* in 2020, as one of the *Top Plaintiffs Lawyers in California* in 2017, and as one of California’s top 30 securities litigators, a group chosen from both the plaintiff and defense bars. He was also recognized by *Global Competition Review’s Who’s Who Legal: Competition*, most recently in 2021 – a designation he has received for the past 8 years since the creation of the publication’s Plaintiffs section. Additionally, for 18 consecutive years, Mr. Tabacco has been named a *Super Lawyer* by *Northern California Super Lawyers Magazine*, which features the top 5% of attorneys in the region (2004-2021). Additionally, in 2019 and 2020, Mr. Tabacco was ranked in the *Top 100 list* of attorneys in California in the *Northern California Super Lawyers Magazine*. He has been ranked by *The Legal 500* as a *Recommended Attorney in Securities Litigation* (2017-2019, 2021) and *Antitrust* (2019-2021) and was ranked by *Benchmark Litigation* as a *California State Litigation Star* (2019-2022), *San Francisco Local Litigation Star* (2017-2022), *Noted Star in Plaintiff Work* (2020-2021), and *Noted Star* in

Antitrust, Intellectual Property, and Securities (2019-2020). *The Best Lawyers in America*® recognized Joe as *Lawyer of the Year* in *Litigation-Securities* for 2022. He has further been recognized by *The Best Lawyers in America*® for *Litigation-Antitrust* (2018-2022) and for *Litigation-Securities* (2019-2022). He was also selected by *Lawdragon* for its *500 Leading Plaintiff Financial Lawyers* guide (2019-2021), as featured in *Lawdragon's The Plaintiff Issue* magazine (2020-2021). Mr. Tabacco has also been singled out by a top defense attorney for exemplifying "the finest tradition of the trial bar." In 2019, *Chambers USA* hailed Mr. Tabacco as "a formidable plaintiff-side litigator, with a wealth of experience handling securities class actions. A market source describes him as 'a master of orchestrating lawsuits and striking settlements,' adding: 'He strikes fear in the heart of defendants.'" *Chambers* has previously noted a client's praise for Mr. Tabacco: "His legal knowledge and skills are at the highest level. His combined intelligence and experience results in well-reasoned and thoughtful arguments to further our case."

Mr. Tabacco earned a J.D., *with honors*, from George Washington School of Law in 1974, and a B.A. in Government from University of Massachusetts-Amherst in 1971.

Mr. Tabacco is a member in good standing in the states of California and New York, and the Commonwealth of Massachusetts, as well as the U.S. District Courts for all districts in California, the District of Massachusetts, the District of Colorado (currently inactive), Eastern District of Michigan, the Southern and Eastern Districts of New York, the District of Columbia (currently inactive), the First, Second, Third, Sixth and Ninth Circuits of the U.S. Courts of Appeal and the U.S. Supreme Court.

Associates

COLLEEN CLEARY



Colleen Cleary is an associate at the San Francisco office of Berman Tabacco, who focuses her practice on antitrust litigation. Ms. Cleary joined the firm in 2018 after working as a class action litigator in the Bay Area primarily representing consumers harmed by anticompetitive conduct.

Ms. Cleary earned her Juris Doctorate degree from the University of San Francisco's School of Law in 2015, and concurrently earned a Master's in Business Administration from the University of San Francisco's School of Management. During law school, she was awarded the Best Oral Advocate

Award in the school's annual moot court competition, served as a member of the National Moot Court Competition team, and earned a Business Honors Certificate upon graduation. In addition, Ms. Cleary was recognized with the CALI Excellence for the Future Award in European Union Economic Law and was a member of the *University of San Francisco Law Review*.

While in law school, Ms. Cleary gained experience prosecuting antitrust cases. She worked at the Federal Trade Commission, investigating anticompetitive civil mergers in the health care industry, and the Department of Justice's Antitrust Division, assisting in the prosecution of criminal price-fixing conspiracies.

Ms. Cleary was recognized in *The Best Lawyers in America*® for *Mass Tort Litigation / Class Actions – Plaintiffs* (2021-2022). Northern California *Super Lawyers* magazine named Ms. Cleary a Rising Star in

2021. She was also included in *San Francisco Magazine's Top Women Attorneys in Northern California* in 2021.

Ms. Cleary earned a B.A. in English Literature from the University of San Francisco in 2010.

Ms. Cleary is a member in good standing of the state bar of California and the U.S. District Court for the Northern District of California.

JEFFREY MILES

Jeffrey J. Miles is an associate in the San Francisco office of Berman Tabacco. Mr. Miles applies seven years of successful complex civil litigation experience to the pursuit of financial justice for individuals and organizations who have fallen victim to fraud or other financial malfeasance. Mr. Miles focuses his practice on securities and antitrust litigation.

Before joining Berman Tabacco, Mr. Miles practiced as a litigation associate at two large, prestigious international law firms in the United States, and at a highly-regarded Los Angeles litigation boutique. Mr. Miles' successes in complex civil litigation include a global dispute on behalf of the world's largest manufacturer of computer chips and a high-profile trade secret dispute regarding autonomous vehicle technology in the Northern District of California. Mr. Miles also had the honor of serving as counsel for such clients as the Academy of Motion Picture Arts and Sciences and one of the world's foremost private art foundations.

Mr. Miles clerked for the Honorable Judge Vanessa D. Gilmore in the Southern District of Texas and also served in the U.S. Department of Justice Honors Program. Mr. Miles is admitted to practice in California as well as before the Northern, Central, and Eastern Districts of California.

Mr. Miles serves on the Executive Committee of the Barristers Intellectual Property and Internet Law Section of the San Francisco Bar Association.

Mr. Miles was named a *Rising Star* by *Northern California Super Lawyers* magazine (2021).

He is a member in good standing of the state bar of California and the U.S. District Courts for the Northern, Central and Eastern Districts of California.

A. CHOWNING POPPLER



Chowning Poppler focuses her practice on securities, derivative, and consumer litigation. Some of Ms. Poppler's representative cases include *Carlin v. DairyAmerica*, No. 09-cv-00430 (E.D. Cal.), *In re Aegean Marine Petroleum Network Inc. Securities Litigation*, No. 1:18-cv-04993 (S.D.N.Y.), *In re Alphabet, Inc. Shareholder Derivative Litigation*, No. 19-cv-341522 (Santa Clara Superior Court), and *Teamsters Local 443 Health Services and Insurance Plan v. John G. Chou, et al.*, C.A. No. 2019-0816-SG (Del. Ch.). She also has experience advising and working with public pension funds in complex litigation and discovery matters.

Prior to joining the firm in 2015, Ms. Poppler established her practice as a class action litigator at a San Francisco law firm representing workers in employment-related matters in state and federal court.

Staying current on trends in the securities arena has further strengthened Ms. Poppler's practice. She is co-author of several articles, including *The Currency of Capitalism with a Social Conscience* (June 2018) and *Snap Judgment – S&P Dow Jones and FTSE Russell Indices Ensure that Investors Retain Voting Rights* (October 2017), both of which were published in *Financier Worldwide Magazine*.

Northern California *Super Lawyers* magazine named Ms. Poppler a Rising Star in 2017-2021. She was also included in *San Francisco Magazine's Top Women Attorneys in Northern California* in 2017-2021. She was also recognized in *The Best Lawyers in America® for Mass Tort Litigation / Class Actions – Plaintiffs* (2021-2022) and *Northern California Best Lawyers under Ones To Watch for Mass Tort Litigation / Class Actions – Plaintiffs* (2021).

Ms. Poppler graduated from the University of Southern California with a Bachelor of Arts degree in Political Science and Social Science-Economics. She received her Juris Doctor from the University of San Diego School of Law in 2010, where she was a member of the *San Diego International Law Journal*. While in law school, Ms. Poppler interned at the Public Integrity Bureau of the State of New York Office of the Attorney General where she investigated alleged corruption and fraud in local governments. She also oversaw and coordinated volunteers to assist tenants facing eviction, while serving on her law school's Pro Bono Legal Advocates board. Ms. Poppler's commitment to social justice is ongoing; she has served on the board of the ACLU of Northern California since 2018.

Ms. Poppler is a member in good standing of the state bar of California and the U.S. District Courts for the Northern, Central, and Eastern Districts of California, as well as the U.S. Court of Appeals for the Ninth Circuit.

JEFF ROCHA



Jeff Rocha is an associate in Berman Tabacco's San Francisco office, handling matters in the area of securities litigation. Prior to joining the firm in 2019, Mr. Rocha focused his practice on commercial litigation in the areas of corporate and healthcare fraud, unfair business practices, professional liability, consumer protection, and employment and labor law. He enjoys trial experience and has successfully mediated several cases to resolution.

Mr. Rocha also has substantial experience in the prosecution of complex insurance fraud *qui tam* actions. In that capacity, he assisted a legal team responsible for obtaining millions of dollars in civil judgments against individuals and entities involved in widespread criminal conspiracies.

Northern California Super Lawyers magazine named Mr. Rocha a *Rising Star* in 2018-2020.

Mr. Rocha attended law school at the University of San Francisco, where he graduated *cum laude* and received a business law certificate with honors. During his studies, he earned a CALI Award of Excellence

for the Future in Contracts and served as a judicial extern for three San Francisco judges, including a federal magistrate at the United States District Court for the Northern District of California.

Before studying law, Mr. Rocha earned a B.S. in Business Administration with a concentration in Corporate Finance from California State University, Fresno. After completing his undergraduate studies, Mr. Rocha worked for a national brokerage firm as a series 7 and 63 licensed senior stockbroker.

He is a member in good standing of the state bar of California and the U.S. District Courts for the Northern, Central, and Eastern Districts of California.

DANIELLE SMITH



An associate in the firm's San Francisco office, Danielle focuses her practice on securities litigation. Ms. Smith joined Berman Tabacco in 2022 after working as an associate at another law firm, where she similarly focused primarily on securities litigation. She played a critical role in a variety of high-profile cases on behalf of clients in various industries, including the finance, pharmaceutical, and biotech spheres, in both state and federal courts.

Ms. Smith has been a member of the Council of Institutional Investor (CII), National Association of Public Pension Attorneys (NAPPA) and the Association of Certified Fraud Examiners, and formerly served as the Legal Redress Chair of the Oakland NAACP.

Ms. Smith earned a J.D. from Harvard Law School in 2012, and a B.A. from Columbia University in 2009. While in law school, Ms. Smith participated in Harvard's Consumer Protection Clinic, where she assisted local community members in combating predatory lending and other unfair practices.

Ms. Smith is a member in good standing of the state bar of California, and the U.S. District Courts for the Northern District of California, the Central District of California, and the Southern District of California.

Of Counsel

JAY ENG



Jay Eng is Of Counsel to the firm. Mr. Eng has over 14 years of experience in securities litigation, including actions brought under the PSLRA, individual and opt-out cases and mergers and acquisition litigation filed on behalf of public pension funds and retail investors. Mr. Eng has been involved in all aspects of the prosecution of such cases, including case evaluation, strategic planning, trial preparation, court appearances, settlement negotiations and jury trials.

Mr. Eng played a key role in several of the firm's most prominent cases. In *In re IndyMac Mortgage-Backed Securities Litigation*, No. 09-Civ. 04583 (S.D.N.Y.), the firm represented the Wyoming State Treasurer and the Wyoming Retirement System and negotiated settlements totaling \$346 million in connection with claims concerning the misrepresentation of

IndyMac mortgage loan underwriting practices. In *In re El Paso Securities Litigation*, H-02-2717 (S.D. Tex.), the firm represented the Oklahoma Firefighters Pension & Retirement System against El Paso stemming from misrepresentations of its natural gas and oil reserves. This case resulted in a settlement totaling \$285 million, including \$12 million from auditors PricewaterhouseCoopers. In *In re Reliant Securities Litigation*, No. 02-cv-1810 (S.D. Tex.), the firm represented the Louisiana Municipal Police Employees' Retirement System against Reliant Energy, and later its subsidiary, Reliant Resources, in connection with accounting improprieties in the energy trading business. The firm negotiated a \$75 million cash settlement from Reliant and its accountant Deloitte & Touche LLP.

Mr. Eng was also on the trial team in *White v. Heartland High-Yield Municipal Bond Fund*, No. 00-C-1388 (E.D. Wis.), which was one of the few cases to go to trial after the passage of the PSLRA. Following three weeks of trial, the firm obtained an \$8.25 million settlement against Heartland's auditor PricewaterhouseCoopers. Mr. Eng also worked on a number of matters on behalf of the firm's public pension fund clients including: *In re WorldCom, Inc. Securities Litigation*, No. 02-cv-3288 (S.D.N.Y.) (\$6.13 billion settlement) (Fresno County Employees' Retirement Association); *In re Enterasys Networks, Inc. Securities Litigation*, No. C-02-071-M (D.N.H.) (\$50 million settlement) (Los Angeles County Employees Retirement Association); *In re Sunrise Senior Living, Inc. Securities Litigation*, No. 07-cv-00102 (D.D.C.) (\$13.5 million) (Oklahoma Firefighters Pension & Retirement System); and *In re Buca, Inc. Securities Litigation*, No. 05-cv-1762 (D. Minn.) (\$1.6 million settlement) (West Palm Beach Police Pension Fund). Mr. Eng was a member of the litigation team prosecuting *California Public Employees' Retirement System v. Moody's Corp.*, No. CGC-09-490241 (Cal. Super. Ct. San Francisco County), against credit ratings agencies based on allegedly negligent misrepresentations regarding the creditworthiness of three structured investment vehicles. The firm achieved settlements totaling \$255 million from Moody's (defendants Moody's Corp. and Moody's Investors' Services, Inc.) and McGraw Hill Companies, Inc. (S&P). The settlements rank as the largest known recoveries from Moody's and S&P in a private lawsuit for civil damages relating to ratings. Mr. Eng also served as counsel for lead plaintiffs in *In re Digital Domain Media Group, Inc. Securities Litigation*, No. 12-14333-CIV (S.D. Fla.), a securities class action stemming from the rapid collapse of the digital production company Digital Domain Media Group, Inc., which filed for bankruptcy less than one year after going public, which settled for \$5.5 million.

Mr. Eng has served as a trial court law clerk in Florida state and federal courts. He is also a member of the Public Investors Arbitration Bar Association and currently serves on the Board of Editors of the PIABA Bar Journal.

Mr. Eng was recognized as a *Rising Star* in the 2010 and 2011 editions of *Florida Super Lawyers* magazine and has been awarded a rating of AV Preeminent® by *Martindale-Hubbell*®.

Mr. Eng earned a J.D. from Tulane Law School in 1998, and a B.A. in Economics from Florida State University in 1994.

Mr. Eng is a member in good standing in the Commonwealth of Massachusetts and the state of Florida, as well as the U.S. District Court for the District of Massachusetts, the U.S. District Court for the Southern, Middle and Northern Districts of Florida, the U.S. District Court for the Eastern District of Wisconsin, the U.S. Court of Appeals for the Eighth and Eleventh Circuits, and the United States Supreme Court.

MARC J. GREENSPON



Marc J. Greenspon became Of Counsel to the firm in 2009 and concentrates his practice in the area of antitrust litigation.

Mr. Greenspon, formerly an associate with the firm from 2003 to 2007, worked on significant antitrust, consumer and securities class actions before starting an independent law practice counseling corporate clients. He maintains his independent law practice, which is not affiliated with the firm.

Mr. Greenspon earned an LL.M. in Securities and Financial Regulation from the Georgetown University Law Center in 2003, a J.D. from Nova Southeastern University in 2002 and a B.A. from the State University of New York at Buffalo in 1999. He co-authored *Securities Arbitration: Bankrupt, Bothered & Bewildered*, 7 Stan. J.L. Bus. & Fin. 131 (2002).

Mr. Greenspon is a member in good standing in the Commonwealth of Massachusetts and the state of Florida, as well as in the U.S. District Courts for the Southern, Middle and Northern Districts of Florida. Mr. Greenspon is a member of the American Bar Association Section of Antitrust Law and the American Bar Association Committee on Derivatives and Futures Law. In 2012, he was recognized as a *Rising Star* by *Florida Super Lawyers* magazine.

SARAH KHORASANEE MCGRATH



Of counsel in the firm's San Francisco office, Sarah Khorasane McGrath focuses her practice on antitrust litigation. Ms. McGrath joined Berman Tabacco in 2010 after working as a contract attorney for the Department of Justice, Antitrust Division. Prior to that, she was an attorney volunteer with the City and County of San Francisco Office of the Public Defender and the Eviction Defense Center.

Northern California *Super Lawyers Magazine* named Ms. McGrath a *Rising Star* in 2013-2015 and 2017-2019. She was also included in *San Francisco Magazine's Top Women Attorneys in Northern California* in 2013-2015 and 2017-2019.

Ms. McGrath was the 2020 President of the Federal Bar Association, Northern District of California Chapter (FBA) and was previously the FBA's President-Elect in 2019, Treasurer in 2018, Vice President in 2016-2017 and Co-Chair of their Young Lawyers Division for the Northern District of California from 2013-2015.

Ms. McGrath earned a B.A. in Communications from the University of California at San Diego in 2002 and a J.D. from the New England School of Law in 2008. While in law school, Ms. McGrath worked as a judicial extern to the Honorable Eric Taylor, Superior Court of California, County of Los Angeles.

Ms. McGrath is a member in good standing of the state bar of California, the U.S. District Court for the Northern and Central Districts of California and the U.S. Court of Appeals for the Ninth Circuit.

ANNE F. O'BERRY



Since joining the firm in 2000, Anne F. O'Berry has specialized in securities class action litigation, helping to achieve substantial recoveries for institutional investors in cases such as IndyMac MBS, El Paso, Lernout & Hauspie, Reliant, International Rectifier, Sykes, WorldCom, Bear Stearns (which settled for \$294.9 million), and the CalPERS Rating Agencies litigation (which settled for \$255 million).

She has also participated in litigating antitrust, consumer protection, and ERISA cases, including Canadian Motor Vehicles, Citrus Canker, AOL Privacy, Dairy America, EpiPen, LCD Flat Panel, Marine Hose, State Street Bank & Trust, Flushable Wipes, Yen-LIBOR, and the American Web Loan tribal lending litigation.

Ms. O'Berry began her legal career as a commercial litigation associate at the New York firm of Debevoise & Plimpton and thereafter worked in Florida as a staff attorney for a federally funded agency representing indigent death row inmates in post-conviction litigation, as co-director of a non-profit agency representing incarcerated battered women seeking executive clemency, as a central staff attorney at Florida's Fourth District Court of Appeal, as an adjunct professor at St. Thomas University Law School, and as an associate with a boutique firm litigating fair housing, civil rights, and disability rights cases.

Ms. O'Berry has also served on several law-related committees, including as Secretary of the Civil Rights Committee of the Association of the Bar of the City of New York, and as Vice President of the National Lawyers Guild's Southern Region. She is presently a member of the Guild's South Florida chapter and the Guild's Animal Rights Committee.

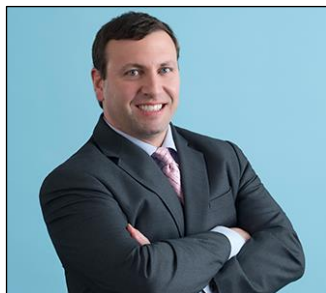
Ms. O'Berry obtained her B.A. from the University of Pennsylvania in 1983, graduating *summa cum laude* and Phi Beta Kappa, and earned her J.D. from New York University School of Law in 1986, where she was the director of the Women in Prison Project at Riker's Island, a member of the Civil Rights Litigation Clinic, and an Articles Editor on the Annual Survey of American Law, where she published an article on prisoners' rights.

While in law school, Ms. O'Berry interned for Judge Abraham D. Sofaer, U.S. District Court for the Southern District of New York, and for Judge A. Leon Higginbotham, Jr., U.S. Court of Appeals for the Third Circuit.

Following law school, Ms. O'Berry served as a law clerk to Judge Dickinson R. Debevoise, U.S. District Court for the District of New Jersey, and then as a research and teaching associate to Judge Higginbotham, with whom she co-authored: *The 'Law Only As An Enemy': The Legitimization of Racial Powerlessness Through the Colonial and Antebellum Criminal Laws of Virginia*, 70 N.C. L. Rev. 969 (1992).

Ms. O'Berry is a member in good standing of the state bars of New York and Florida, as well as the U.S. District Courts for the Southern and Eastern Districts of New York and the Southern District of Florida, the United States Court of Appeals for the Second Circuit, and the U.S. Supreme Court.

JUSTIN N. SAIF



An *of counsel* attorney in the firm's Boston office, Justin Saif focuses his practice on complex class action litigation. Mr. Saif has litigated securities, RICO, consumer, and ERISA class actions in federal court, successfully recovering hundreds of millions of dollars for aggrieved consumers, shareholders, and institutional investors.

Mr. Saif has been an integral part of the firm's largest cases for more than a decade, and his commitment to the firm's clients has driven significant firm successes. Mr. Saif represented the Massachusetts Pension Reserves Investment Management Board in *In re Fannie Mae 2008 Securities Litigation*, which alleged that Fannie Mae and two individual defendants made material misrepresentations regarding and failed to disclose (a) that an enormous volume of mortgages on its books were "subprime" and "Alt-A" as defined internally by the company and throughout the industry, and (b) that defendants had inadequate internal controls to manage the significant risks created by the company's purchases of those types of loans. Mr. Saif made crucial contributions to the case, including the drafting of the Second Amended Joint Consolidated Class Action Complaint and the opposition to defendants' motions to dismiss and preparing for and participating in mediation. That case settled for \$170 million.

Mr. Saif played a key role in drafting the consolidated class action complaint and opposition to motion to dismiss in the litigation against The Bear Stearns Companies, Inc. and its auditor, Deloitte & Touche LLP, representing the State of Michigan Retirement Systems. He also oversaw the initial document review team. That case settled for \$294.9 million. Mr. Saif was a key member of the litigation team in *In re Force Protection Securities Litigation*, representing the Laborers' Annuity and Benefit Fund of Chicago. He drafted discovery requests and responses, coordinated electronic document review and analysis, and prepared for mediation. The Force Protection matter settled for \$24 million. Mr. Saif also played a vital part in *In re Par Pharmaceutical Securities Litigation*, representing the Louisiana Municipal Employees Retirement System, including preparing for and participating in a mediation that led to an \$8.1 million settlement.

Mr. Saif is currently litigating the ongoing EpiPen ERISA action on behalf of health plan participants alleging breaches of fiduciary duties by their pharmacy benefit managers.

Prior to joining Berman Tabacco in 2008, Mr. Saif worked as an associate at Foley Hoag LLP in Boston, where he focused on complex civil litigation including securities litigation, U.S. Securities and Exchange Commission enforcement matters, and professional liability matters involving lawyers and accountants.

Mr. Saif earned an A.B. in Psychology from Harvard University in 1999, graduating *cum laude*. In 2004 he earned a J.D. from the University of Chicago. While in law school, he worked at the MacArthur Justice Center, an impact litigation firm and legal clinic focused on reforming the criminal justice system.

Mr. Saif is a member in good standing in the state and federal courts of the Commonwealth of Massachusetts and the U.S. Court of Appeals for the First Circuit. He is a member of the Boston Bar Association.

Staff Attorneys

MACKLINE BASTIEN



Mackline Bastien joined the firm in 2015 as a staff attorney. Prior to joining Berman Tabacco, Ms. Bastien managed a solo practice in the Boston area where she represented clients in family law, business formation and housing matters. In addition, she represented an individual in a civil dispute as well as a buyer purchasing a business.

Ms. Bastien received her J.D. from Thomas M. Cooley Law School in 2005 and her L.L.M. from Boston University School of Law in 2008. While in law school, Ms. Bastien completed an externship at Hubbard Law Offices, P.C., in Lansing, Michigan where she assisted the general counsel for the Michigan Association of County Drain Commissioner regarding land-use issues and property rights matters. She received her B.S. in Business Administration from Columbia Union College in 2001.

She is a member in good standing in the Commonwealth of Massachusetts.

BRIAN J. DRAKE



A staff attorney at the firm's Boston office, Brian Drake focuses his practice on representing investors and consumers in cases involving unfair competition, consumer protection, securities, and complex litigation. Mr. Drake also represents whistleblowers who provide information and assistance to the U.S. Securities and Exchange Commission in connection with their enforcement of the federal securities laws.

Prior to Berman Tabacco, Mr. Drake was a staff attorney at a number of prominent law firms in Washington, D.C. and Boston, where he developed a broad range of expertise, primarily in the areas of anti-trust and tax litigation.

Mr. Drake received his J.D. from the George Washington University Law School and his B.S. in Mechanical Engineering from the University of California, San Diego in 1994.

Mr. Drake is a member in good standing of the state bars Virginia and the District of Columbia.

BERNA M. LEE



A staff attorney in the firm's Boston office, Berna Lee joined the firm in 2015, prior to which, Ms. Lee worked as an associate at a number of New York law firms.

Ms. Lee earned a B.A. in English Literature from Dartmouth College in 1993. She received her J.D., *cum laude*, from the Georgetown University Law Center in 1999, where she served on the *Georgetown Journal of Legal Ethics*, was a member of the Appellate Litigation Clinic and interned for the Honorable Gladys Kessler of the U.S. District Court for the District of Columbia.

Ms. Lee is a member in good standing of the state bars of Rhode Island and New York, as well as the U.S. District Courts of the Southern and Eastern Districts of New York.

ELLE K. MCKIM



A staff attorney in the firm's Boston office, Ellee K. McKim focuses her practice on representing investors and consumers in cases involving unfair competition, consumer protection, securities, and complex litigation. Prior to joining the firm, Ms. McKim served as an associate attorney at a commercial litigation firm in Boston.

Ms. McKim earned a J.D. from Northeastern University School of Law in 2009. At Northeastern University School of Law, Ms. McKim interned for Judge Joyce London Alexander of the United States District Court for the District of Massachusetts. She also served as lawyering fellow for the law school's social justice program. She earned an M.A. in Political Science from the University of Chicago in 2005 and a B.A. in Political Science from the University of Missouri in 2001.

Ms. McKim is a member in good standing in the Commonwealth of Massachusetts, the U.S. District Court for the District of Massachusetts and the U.S. Court of Appeals for the First Circuit.

JOHN REARDEN



John Rearden joined the Boston office of Berman Tabacco as a Staff Attorney in 2019. Prior to joining the firm, Mr. Rearden worked as a discovery attorney for several major law firms in the Boston area. Earlier in his career, Mr. Rearden worked as an associate attorney in Southern Florida where he specialized in commercial litigation and consumer securities fraud.

Mr. Rearden earned a B.A. in History from St. Anselm College in 1994 and his J.D. from Florida Coastal School of Law in 2002. While in law school, Mr. Rearden was named as a Dean's Scholar for academically ranking in the top 10% of all students and also received an Award for Academic Excellence in International Law. Mr. Rearden was also a member of the Florida Coastal Law Review.

Mr. Rearden is a member in good standing in the Commonwealth of Massachusetts and the State of Florida.

Project Attorneys

KAREN DIDRICKSON

Karen Didrickson joined the San Francisco office of Berman Tabacco as a project attorney in 2019. She has over a decade of experience in complex litigation and discovery matters. Ms. Didrickson has worked on a wide range of cases, including antitrust and securities litigation. Ms. Didrickson also has experience as an ERISA attorney at the global human resources consulting firms Mercer and Willis Towers Watson, and the multinational accounting firm Deloitte. In addition, she was an instructor at Golden Gate University School of Law where she taught a course on employee benefits law, with an emphasis on qualified plans.

Ms. Didrickson earned her B.A. in Political Science from Willamette University in 1982 and her J.D. (1994) and LL.M. (1995 in Taxation) from the Golden Gate University School of Law.

Ms. Didrickson is a member in good standing of the state bar of California.

LAURA M. FALARDEAU



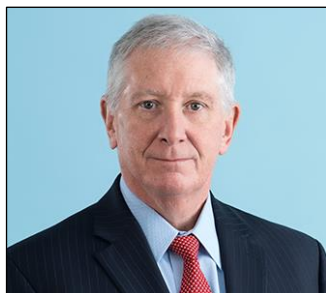
A project attorney in the firm's Boston office, Laura M. Falardeau focuses her practice on representing investors and consumers in cases involving unfair competition, consumer protection, securities, and complex litigation. Recently, Ms. Falardeau's cases have involved complex market manipulation brought under the antitrust laws and predatory lending claims under RICO.

Ms. Falardeau joined the firm in 2011 after working at several major law firms in Boston, primarily in securities litigation. Earlier in her career, Ms. Falardeau served as an associate attorney at a law firm in the Boston area focusing on

probate and bankruptcy.

Ms. Falardeau earned her B.A. in Economics and History from the University of Massachusetts, Amherst in 2000 and her J.D. from Northeastern University School of Law in 2006. At Northeastern University School of Law, Ms. Falardeau interned for Judge Peter W. Agnes, Jr. of the Massachusetts Superior Court. During law school Ms. Falardeau also represented victims of domestic violence at Greater Boston Legal Services and served as a Hearings Officer at the Boston Public Health Commission.

Ms. Falardeau is a member in good standing in the Commonwealth of Massachusetts.

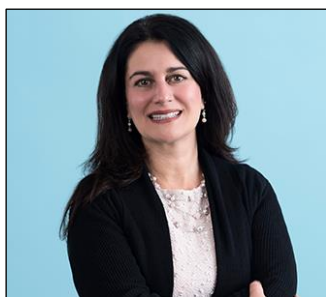
*Other Key Personnel***JAMES HOUGHTON, SENIOR INVESTIGATOR**

James A. Houghton is a Senior Investigator based in our firm's Boston office. A member of the Association of Certified Fraud Examiners, Mr. Houghton works closely with our litigation and investigative teams to conduct complex financial investigations into potential fraud schemes. Mr. Houghton's knowledge and insight has brought a unique handling to the process of uncovering evidence of fraud. Such processes often include obtaining nonpublic information through interviews with former employees at suspect companies and conducting research.

Prior to joining Berman Tabacco, Mr. Houghton was a Special Agent for the Defense Criminal Investigative Service, the Law Enforcement and Investigative arm of the Department of Defense Inspector General's Office. While there, he gained 18 years' experience directing all aspects of defense and financial fraud investigations. His cases frequently involved investigations of companies with receivable-based loans with banks. Mr. Houghton handled complex and sensitive investigations that led to both fraud and Qui Tam lawsuits, often working jointly with the U.S. Attorney General's Office and other federal agencies, including the Federal Bureau of Investigations. As a result of his investigations, Mr. Houghton has testified regularly in federal courts. Mr. Houghton's skill and expertise have led to him receiving the Department of Justice Award for Public Service on two separate occasions. Mr. Houghton further received the 2018 Investigations award from the Intelligence Community Inspectors General.

Mr. Houghton has also been a Special Agent for Naval Criminal Investigative Service and a Financial Analyst for the Federal Bureau of Investigations. He has received Top Secret and Sensitive Compartmented Information Clearance.

Mr. Houghton earned a B.S. in Business Administration and Accounting from Stonehill College. He also attended the Federal Law Enforcement Training Center for White Collar Crime and Financial Fraud Training, as well as their Criminal Investigator Training Program.

JEANNINE M. SCARSCIOTTI, SENIOR PORTFOLIO ANALYST

Jeannine M. Scarsciotti, the firm's senior portfolio analyst has more than 15 years' experience in providing portfolio monitoring, loss calculation and settlement services to the firm's institutional clients. Ms. Scarsciotti works collaboratively with a team of portfolio analysts to provide clients with comprehensive monitoring services. Her team works closely with the firm's attorneys in refining loss calculations to reflect estimated recoverable damages as opposed to market losses. The portfolio analysts, along with the New Case Investigations Team attorneys, routinely work with damage experts to develop regression analyses and analyze confounding information that will

impact an investor's ultimate recoverable damages. Ms. Scarsciotti also devotes a substantial portion of her

time offering guidance to the firm's institutional clients in understanding their eligibility in securities class action settlements and helping clients with any custodian bank matters or data reconciliation issues that may arise.

OFFICES

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Exhibit 5

CORNERSTONE RESEARCH

Economic and Financial Consulting and Expert Testimony

Securities Class Action Settlements

2020 Review and Analysis

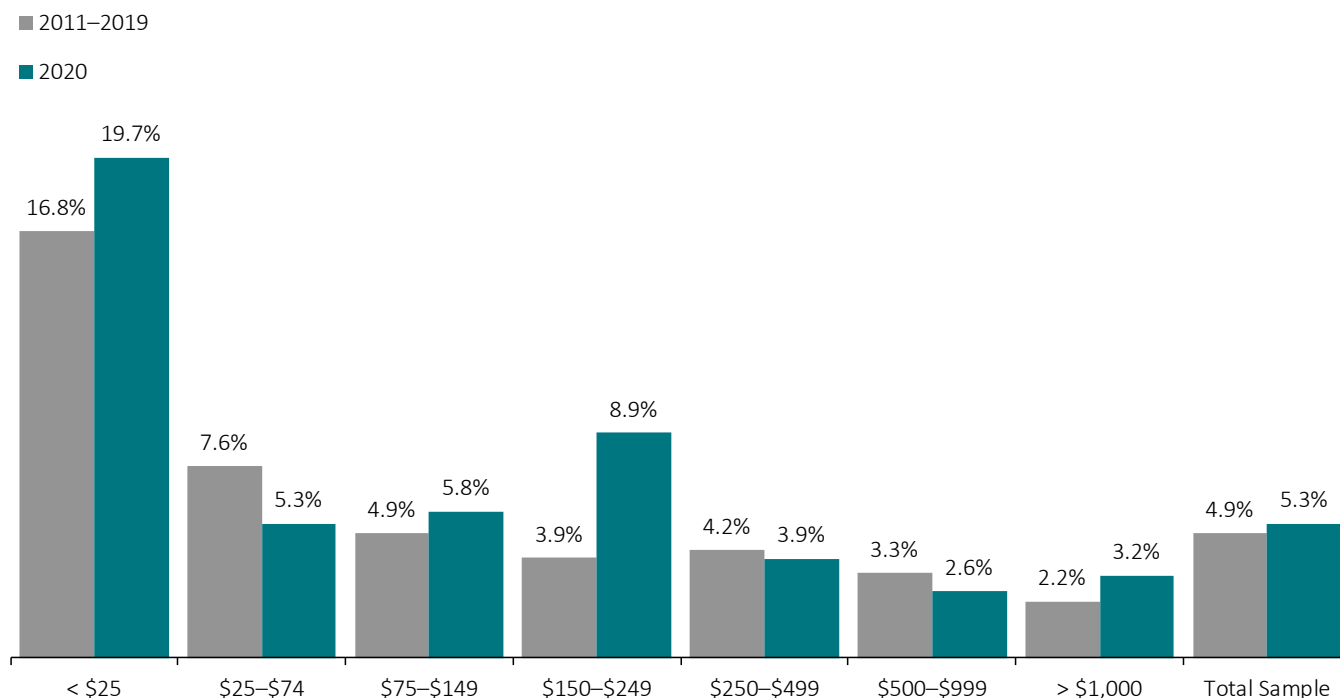
- Larger cases, as measured by “simplified tiered damages,” typically settle for a smaller percentage of damages.
- Smaller cases (less than \$25 million in “simplified tiered damages”) typically settle more quickly. In 2020, these cases settled within 3.4 years on average, compared to 4 years for cases with “simplified tiered damages” greater than \$500 million.
- Smaller cases are less likely to be associated with factors such as institutional lead plaintiffs, related actions by the SEC, or criminal charges. (See [Analysis of Settlement Characteristics](#) for a detailed discussion of these factors.)

The median settlement as a percentage of “simplified tiered damages” increased 10% over 2019.

- The unusually high median settlement as a percentage of “simplified tiered damages” (8.9%) observed among 2020 settlements with “simplified tiered damages” between \$150 million and \$250 million may, at least in part, reflect an increased level of public pension plans acting as lead plaintiffs for this group of cases.

Figure 5: Median Settlements as a Percentage of “Simplified Tiered Damages” by Damages Ranges in Rule 10b-5 Cases 2011–2020

(Dollars in millions)



Note: Damages are estimated for cases alleging a claim under Rule 10b-5 (whether alone or in addition to other claims).

Analysis of Settlement Characteristics

GAAP Violations

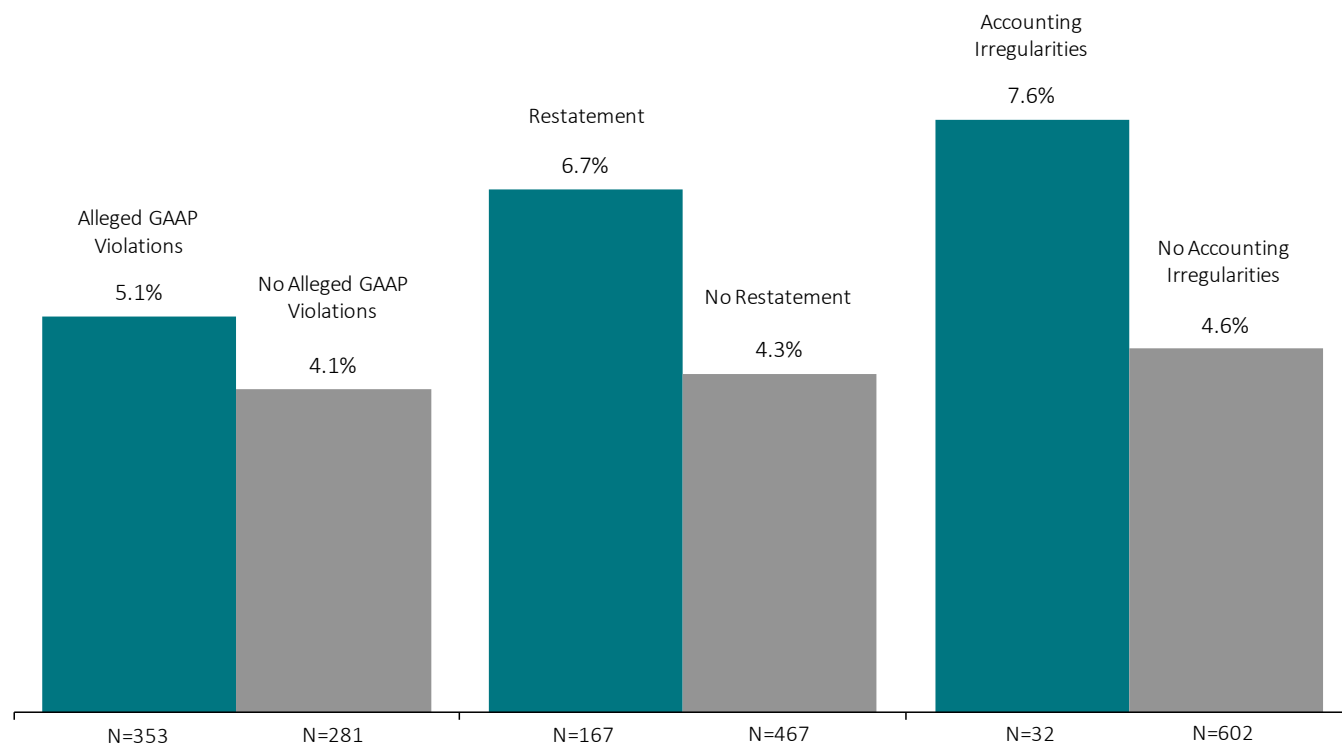
This analysis examines allegations of Generally Accepted Accounting Principles (GAAP) violations in settlements of securities class actions involving Rule 10b-5 claims.⁹ For further details regarding settlements of accounting cases, see Cornerstone Research’s annual report on *Accounting Class Action Filings and Settlements*.¹⁰

- For settlements over the last 10 years, median settlements as a percentage of “simplified tiered damages” for cases involving financial statement restatements have been higher than for non-restatement cases. However, only 14.5% of cases settled in 2020 had allegations regarding restatements, a 48% decline from the prior nine-year median.
- From 2011 to 2020, median “simplified tiered damages” for cases involving GAAP allegations were 13% lower than for cases absent such allegations.

- From 2016 to 2020, among cases settled with GAAP allegations, on average, 13% involved a named auditor codefendant compared with an average of 19% from 2011 to 2015.
- The frequency of reported accounting irregularities shrunk to just over 2.9% among 2020 settlements following a high of 9.4% in 2019.
- In 2020, the median class period length was more than two years for cases with GAAP allegations. For cases without GAAP allegations, the median class period length was just over one year.

The proportion of settled cases alleging GAAP violations in 2020 was 42%, among the lowest of all post-Reform Act years.

Figure 8: Median Settlements as a Percentage of “Simplified Tiered Damages” and GAAP Allegations 2011–2020



Note: N refers to the number of cases.

Case Stage at the Time of Settlement

In collaboration with Stanford Securities Litigation Analytics (SSLA),¹⁴ this report analyzes settlements in relation to the stage in the litigation process at the time of settlement.

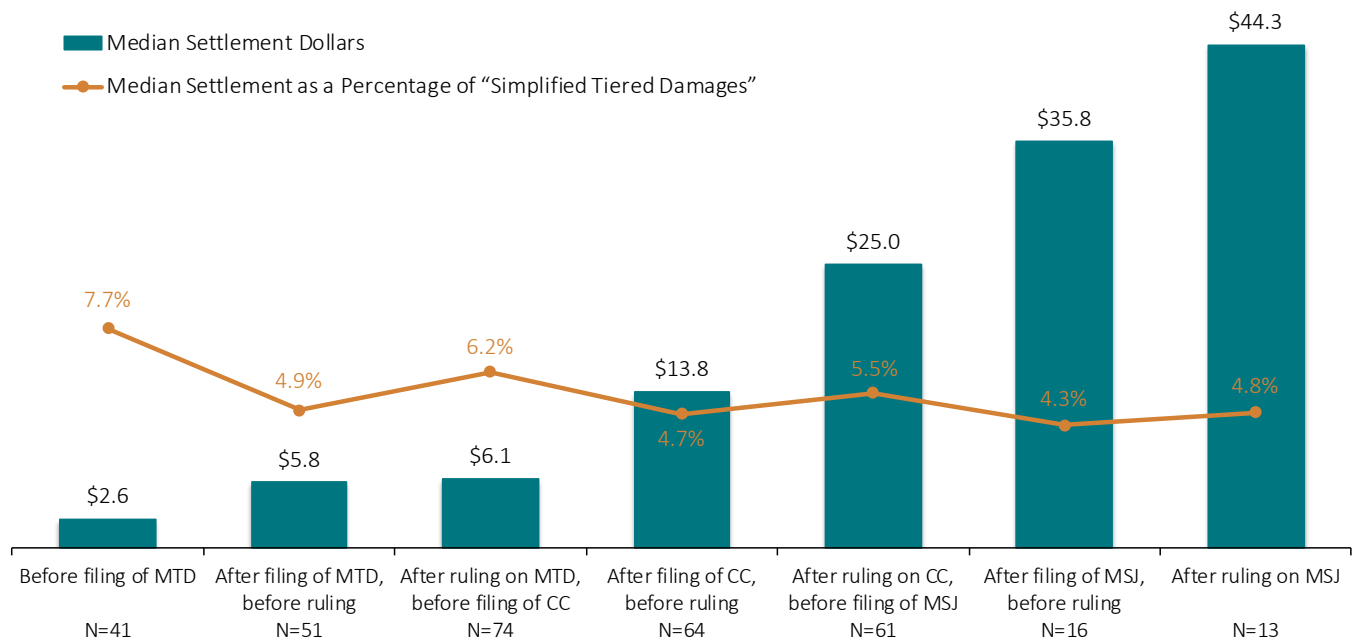
- In 2020, 57% of cases were resolved before progressing to the stage of filing a motion for class certification.
- The proportion of cases settling sometime after a ruling on a motion for class certification was 21% in 2020 compared to 28% in the prior four years.
- In 2020, median “simplified tiered damages” was more than six times larger for cases settled following a filing for a motion for class certification than for cases that resolved prior to such a motion being filed.

- Median “simplified tiered damages” for 2020 cases that settled after the filing of a motion for summary judgment (MSJ) was more than four times the median for cases that settled before a MSJ filing.
- Cases settling further along in the litigation process are more likely to have additional characteristics frequently associated with more complex matters. Of those that settled after a MSJ filing, 71% of 2016–2020 cases had an institutional investor lead plaintiff and nearly 24% were associated with criminal charges.

The average time to reach a ruling on a motion for class certification among 2020 settlements was 2.8 years

Figure 13: Median Settlement Dollars and Resolution Stage at Time of Settlement 2016–2020

(Dollars in millions)



Note: Settlement dollars are adjusted for inflation; 2020 dollar equivalent figures are used. MTD refers to “motion to dismiss,” CC refers to “class certification,” and MSJ refers to “motion for summary judgment.” This analysis is limited to cases alleging Rule 10b-5 claims.

Appendix 5: Settlements by Federal Circuit Court 2011–2020

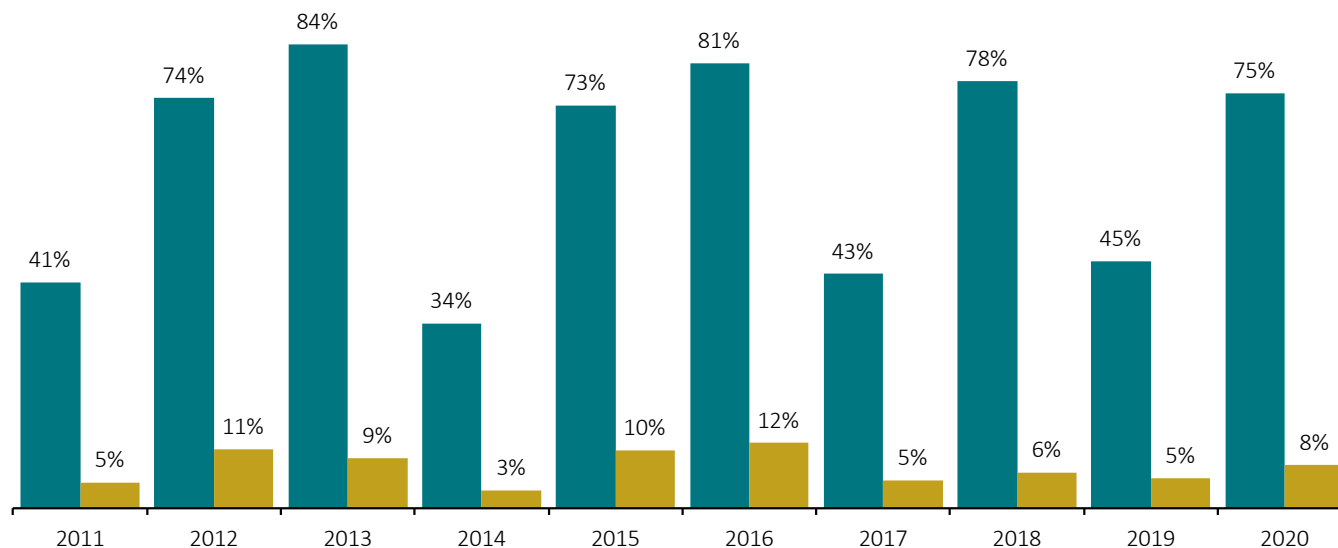
(Dollars in millions)

Circuit	Number of Settlements	Median Settlement	Median Settlement as a Percentage of “Simplified Tiered Damages”
First	22	\$10.3	3.5%
Second	181	\$9.4	4.7%
Third	56	\$7.7	5.2%
Fourth	25	\$16.9	4.0%
Fifth	34	\$9.4	4.3%
Sixth	26	\$12.7	6.9%
Seventh	40	\$12.0	4.0%
Eighth	13	\$10.0	6.1%
Ninth	178	\$7.3	4.8%
Tenth	15	\$6.4	5.6%
Eleventh	37	\$12.8	5.1%
DC	4	\$23.7	2.1%

Note: Settlement dollars are adjusted for inflation; 2020 dollar equivalent figures are used. Settlements as a percentage of “simplified tiered damages” are calculated only for cases alleging Rule 10b-5 claims.

Appendix 6: Mega Settlements 2011–2020

- Total Mega Settlement Dollars as a Percentage of All Settlement Dollars
- Number of Mega Settlements as a Percentage of All Settlements



Note: Mega settlements are defined as total settlement funds equal to or greater than \$100 million. Settlement dollars are adjusted for inflation; 2020 dollar equivalent figures are used.

Exhibit 6

publication of the Summary Notice of (i) Pendency of Class Action and Proposed Partial Settlements; and (ii) Final Approval Hearing For The Partial Settlements, Plans of Allocation, Motion For Approval of Attorneys' Fees and Reimbursement of Litigation Expenses and Application For The Establishment of a Litigation Expense Fund ("Summary Notice").

3. The Settlement Class consists of all Persons who purchased or otherwise acquired Aegean Securities (or sold Aegean put options) between February 27, 2014 through November 5, 2018, inclusive (the "Settlement Class Period"), and were allegedly damaged thereby. Excluded from the Settlement Class are: (a) Defendants and any affiliates or subsidiaries of Defendants; (b) Persons who have been dismissed from this Action ("Dismissed Defendants"); (c) present or former officers, directors, partners or controlling persons as of April 30, 2018 of Aegean, its subsidiaries or its affiliates, any Defendant or any Dismissed Defendant, and their immediate family members; (d) the directors' and officers' liability carriers and any affiliates or subsidiaries thereof of any Defendant, Dismissed Defendant or Aegean; (e) any entity in which any Defendant, Dismissed Defendant or Aegean has or has had a controlling interest; and (f) the legal representatives, heirs, estates, agents, successors or assigns of any person or entity described in the preceding categories. Also excluded from the Settlement Class is any member of the Settlement Class ("Settlement Class Member") that validly and timely requests exclusion as approved by the Court. The Proof of Claim requests the information necessary to calculate a claimant's claim amount pursuant to both Plans of Allocation. I am advised by Lead Counsel that (i) all Settlement Class Members are entitled to share in the Deloitte Greece Net Settlement Fund created pursuant to the Deloitte Greece Settlement because the Action alleges claims against Deloitte Greece for the full Settlement Class Period; and (ii) because PwC Greece only issued an audit opinion for Aegean on May 16, 2017, there were no claims against PwC Greece prior to that date and, thus,

only those Settlement Class Members who purchased after May 16, 2017 are alleged to have claims against PwC Greece, and will be entitled to share in the PwC Greece Net Settlement Fund created by the PwC Greece Settlement.

4. A.B. Data has successfully implemented notification and claims administration programs in hundreds of class actions. Members of our team have administered many of the most noteworthy securities class action settlements in recent years, including *In re AIG Securities Litigation*, No. 04 Civ. 8141 (S.D.N.Y.); *In re Countrywide Financial Corp. Securities Litigation*, No. 07 Civ. 05295 (C.D. Cal.); *In re Fannie Mae 2008 Securities Litigation*, No. 08 Civ. 7831 (S.D.N.Y.); *In re General Electric Co. Securities Litigation*, No. 09 Civ. 1951(S.D.N.Y.); and *In re Facebook, Inc., IPO Securities & Derivative Litigation*, MDL No. 12-2389 (S.D.N.Y.). More information on A.B. Data’s qualifications and experience can be found on our website at www.aegeansecuritieslitigation.com. A detailed description of A.B. Data’s background and capabilities, including lists of representative cases and clients, is attached as Exhibit A.

5. The proposed notice plan in this matter uses customary procedures designed to provide direct mail notification to all investors that are members of the Settlement Class and can be identified with reasonable effort. As in most securities class actions, the vast majority of potential Settlement Class Members are beneficial purchasers whose securities are held in “street name”—that is, the securities are purchased by brokerage firms, banks, institutions, and other third-party nominees in each instance in the name of the nominee, on behalf of the beneficial purchaser. Accordingly, A.B. Data maintains a proprietary database with names and mailing addresses and, in some instances, email addresses, of approximately 4,000 banks, brokers, and other nominees (the “Nominee List”). The Nominee List, which A.B. Data updates periodically, also includes institutions that regularly file third-party claims on behalf of their investor clients in

securities class actions and all entities that have requested notification in every case involving publicly traded securities.

6. Further, A.B. Data will submit the applicable Notice to the Depository Trust Company (“DTC”) to post on the DTC Legal Notice System (“LENS”). LENS enables DTC member banks and brokers to review the Notice Packet and contact the Claims Administrator directly to obtain copies for their clients who may be Settlement Class Members.

7. A.B. Data will also work with the parties to the Litigation to obtain the Company’s stock transfer list (“Transfer List”) from its transfer agent. The Transfer List will have the name and contact information for each registered owner of the Company’s common stock. The investors on a company’s transfer list typically comprise a very small percentage of a class, because, as noted above, the vast majority of investors hold their securities in street name through a broker, bank, or other financial institution.

8. Direct mail notification will be accomplished here by initially sending Notice Packet to the Nominee List and the individuals and entities on the Transfer List no later than twenty-one (21) calendar days after entry of the (i) Order Preliminarily Approving the Settlement PricewaterhouseCoopers Auditing Company S.A. and Providing for Notice; and (ii) Order Preliminarily Approving the Settlement Deloitte Certified Public Accountants, S.A. and Providing for Notice (“Notice Date”). Addresses will be checked against the United States Postal Service’s (“USPS”) National Change of Address database to identify address changes and obtain current mailing addresses where available.

9. The Notice to the Nominee List will in each instance instruct the nominees to provide the names and addresses of their clients who may be Settlement Class Members. A.B. Data will also promptly send emails to approximately 1,000 of the entities on the Nominee List

that have standing requests to receive electronic notifications. The emails will similarly instruct the nominees to provide the names and addresses of their clients that may be Settlement Class Members. For any nominees that do not respond to the initial requests to facilitate Notice, A.B. Data will send supplemental notifications to encourage timely compliance.

10. A.B. Data will subsequently mail the Notice Packet to all potential Settlement Class Members identified by nominees. All name and address data obtained by A.B. Data will be reviewed to identify and eliminate exact duplicates and incomplete data prior to mailing. Each Notice Packet that is returned as undeliverable mail will be reviewed to determine if an alternative or updated address is available from the USPS and, if such an address is available, will be re-mailed to the updated or alternative address. In any instance where no such address is available from the USPS, A.B. Data will attempt to obtain updated or alternative address information from private databases and will re-mail the Notice Packet if such information is available.

11. A.B. Data will, as determined by Lead Counsel, supplement the direct mailing program, no later than seven (7) calendar days after the Notice Date, by publishing the Summary Notice in *Investor's Business Daily* and once over *PR Newswire*, a national wire service. Nominees and potential Settlement Class Members who see the Summary Notice will be able to obtain copies of the mailed Notice Packet. In our experience, disseminating the Summary Notice in this fashion will also create added awareness of the case among potential Settlement Class Members.

12. A.B. Data will also maintain a toll-free telephone number (877-888-9760) and a case-specific website (www.aegeansecuritieslitigation.com) to address Settlement Class Member inquiries. The toll-free telephone number will afford callers access to an automated attendant that answers all calls initially and presents callers with a series of choices to respond to basic questions.

If callers need further help, they will have the option of being transferred to a live operator during business hours. The case-specific website will include general information about the Litigation, highlight important dates, and post key documents related to the Litigation, including downloadable versions of the Notice and Proof of Claim Form.

13. In our experience, the procedures proposed here have proven effective at compiling the lists of potential Settlement Class Members for purposes of providing notice in hundreds of securities class action matters. Substantially similar notice plans have been approved by numerous courts as being the best notice practicable under the circumstances.

14. At the conclusion of the notice period, A.B. Data will submit a declaration outlining the results of the implemented notice plan and the number of Notice Packets that are ultimately delivered.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 22 day of March 2022 at New York, New York.



ERIC SCHACHTER

EXHIBIT A

**Class
Action
Administration**



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F: 202-462-2085

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F: 561-252-7720


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Israel
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CAPABILITIES

About A.B. Data


 Founded in 1981, **A.B. Data** has earned a reputation for expertly managing the complexities of class action administration in consumer, antitrust, securities, Securities and Exchange Commission (SEC) enforcement actions, and ERISA, Attorneys General, employment, civil rights, insurance, environmental, wage and hour, and other class action cases. **A.B. Data's work in all aspects of class action administration** has been perfected by decades of experience in hundreds of class action cases involving billions of dollars in total settlements. Dedicated professionals deliver **A.B. Data's all-inclusive services**, working in partnership with its clients to administer their class action cases effectively, efficiently, and affordably, regardless of size or scope.

A.B. Data offers unmatched resources and capacity and is capable of expertly administering any class action notice, settlement, and/or fund administration. Whether notifying millions of class members in the United States or throughout the world, processing millions of claims, distributing payments digitally via A.B. Data's Digital PayPortalSM, or printing and distributing millions of checks, **A.B. Data matches its talent and technology** to the specific needs of its clients, delivering unparalleled service on time and on budget without ever compromising quality.

Location, Ownership Structure

 **A.B. Data is an independently owned**, 39-year-old, Milwaukee, Wisconsin-based company that prides itself on its vast expertise and industry-leading innovations. We like to remind our clients and partners that we're not just a class action administration company, but a group of experienced, dedicated professionals who believe that relationships are just as important as the accurate and timely management of class action administrations. In other words, we are people who do business with people.

Services

 **Every A.B. Data client is deserving of the best job we can put forward.** A.B. Data makes class action administration easy for our clients with clarity, convenience, and efficiency. Our priority is to navigate the intricacies of our clients' matters and deliver successful results by using our solid expertise, advanced technology, and top-quality products and services. We pay attention to the details and get it right the first time.

We aim to provide our clients the full experience of a truly collaborative working relationship. It is why we believe much of our success originates from our philosophy of "people doing business with people."

Services

All Digital — From Notice to Distribution

A.B. Data is uniquely positioned to design, implement, and maintain notice and settlement administration programs using an innovative, "all-digital" approach that replaces the more traditional and less efficient methods of administration, such as newspaper ads, mailed notices, and paper checks. Many of our recent proposed notice plans and claim programs utilize the latest technologies such as microtargeted digital ads for notice, streamlined online claims, and distributing settlement funds electronically using a digital paywall. These methods provide significant cost savings, are consistent with the amendments to Rule 23 that are now in effect, and importantly provide much-needed alignment of class action notice and administration with current consumer behaviors.

Pre-Settlement Consultation

The pre-settlement consultation is a collaborative session designed to help A.B. Data clients prepare a stronger case. Our support teams simplify the task of sorting through a maze of documents during investigation and discovery, streamlining the process and preserving fund assets. From there, we assist with fully interactive media packages for court presentations and settlement negotiations. A.B. Data works closely with our clients, offering expert testimony on documents, processing, class and notice manageability, and proposed plans of allocation.

Media Services

A.B. Data continues to earn our reputation as the early innovator in integrating advanced micro-targeting techniques, including contextual targeting, behavioral targeting, and predictive modeling. Coupled with inventive digital media strategies to drive claims, case-specific banner ad development, class member research, and comScore analysis services, our multi-tiered media programs are designed to cost-effectively deliver notice to potential class members and increase claims rates.

Notice Administration

In A.B. Data, clients have a comprehensive resource with a depth of experience in direct notice. Our compliance and understanding of Rule 23 of the Federal Rules of Civil Procedure are crucial in meeting the "plain language" legal requirements for any campaign. From our sophisticated digital media capabilities and extensive global experience with class member research, our experts create notice documents that are easily understandable and cost-efficient to produce. We consult with our clients to deliver notice documents from multi-page, mailed, or emailed notice packets to concise postcards that establish the most influential and cost-effective means of communicating with potential claimants.

Claims Processing

A.B. Data continues to bring game-changing technologies to improve the speed and precision in claims processing. Our robust system for online claims submissions allows us to meticulously verify data and documentation, preserve and authenticate claims, and calculate and verify settlement amounts. In addition, our data network infrastructure includes on-site data storage, backup, contingency plans, and security for electronic and hard copy claim filings. It is all part of a total commitment to be the most innovative and comprehensive resource in the industry. At A.B. Data, we take pride in having the in-house capacity to process millions of pages, as well as the organizational integrity to treat every claim as if it were the only one.

Contact Center

A.B. Data's Contact Center is comprised of a full staff that is trained on and equipped with online and telecommunication systems to monitor and connect with class members. Associates routinely monitor class member communication for all class action administrations, including antitrust, consumer, and securities.

Utilizing monitoring software, associates watch multiple social media channels simultaneously, allowing for instantaneous routing of inquiries and interaction with claimants. Detailed and concise analytical reports outlining Contact Center activities are always provided.

Our Contact Center and case websites are capable of handling millions of class member engagements, as recently displayed in a campaign which garnered over 1.2 million website visits in two months and had more than 72,500 Facebook engagements. Facebook comments and threads are monitored and claimants are guided to the website for more information. Google AdWords and display advertising have also brought hundreds of thousands of visitors to various case websites.

A.B. Data's Contact Center also has Spanish language associates in-house and we can accommodate any language, given proper lead time. Traditional call center facilities are also available, if needed.

Case Websites

We offer a state-of-the-art technology platform that supports every step of our class action administration process. Our expert marketing professionals design customized case-specific websites that provide potential class members easy access to case information, critical documents, important deadlines, as well as the capability to file claim forms and register for future mailings about the case. Claimants can use the website to elect to receive their settlement payments by mail or by one of several digital payment options, all accessible by mobile devices.

Settlement Fund Distribution

From complete escrow services to establishment of qualified settlement funds, check printing and mailing, electronic cash or stock distribution and tax services, A.B. Data has always provided a full-service solution to Settlement Fund Distribution. Our IT team has decades of experience in developing and implementing fast, secure databases and claims administration systems that ensure class members receive the correct amount in their settlement disbursement. Today's digital capabilities allow even greater convenience for class members. In certain instances, claimants can now elect to instantaneously receive settlement payments through popular digital-payment options, such as PayPal, Amazon, and virtual debit cards.

A.B. Data's Leadership



A.B. Data's administration team is composed of the following key executives, who collectively have decades of experience settling and administering class actions:

Bruce A. Arbit, Co-Managing Director and one of the founders of the A.B. Data Group, serves as Chairman of the Board and oversees the day-to-day operations of the A.B. Data Group of companies, employing almost 400 people in the United States and Israel. Mr. Arbit is also Chairman of the Board of Integrated Mail Industries, Ltd. and has served as a member of the Board of Directors of University National Bank and State Financial Bank. He is the past Chairman of Asset Development Group, Inc., Home Source One, and American Deposit Management and is a member of the National Direct Marketing Association, the Direct Marketing Fundraising Association, and the American Association of Political Consultants. He was named 1996 Direct Marketer of the Year by the Wisconsin Direct Marketing Association.

A.B. Data's work in class action litigation support began with the Court selecting A.B. Data to oversee the restitution effort in the now-famous Swiss Banks Class Action Case, the International Commission on Holocaust Era Insurance Claims, and every other Holocaust Era Asset Restitution program, in which it was the company's job to identify, contact, and inform survivors of the Holocaust. A.B. Data delivered by reaching out to millions of people in 109 countries who spoke more than 30 languages. Since those days, Mr. Arbit has guided the class action division through phenomenal growth and success. Today, A.B. Data manages hundreds of administrations annually that distributes billions of dollars to class members.

Thomas R. Glenn, President, Mr. Glenn's management of A.B. Data's Class Action Administration Company includes designing and implementing notice plans and settlement administration programs for antitrust, securities, and Securities and Exchange Commission settlements and SEC disgorgement fund distributions, as well as consumer, employment, insurance, and civil rights class actions. Mr. Glenn previously served as Executive Vice President at Rust Consulting and has more than 30 years of executive leadership experience.

Eric Miller, Senior Vice President, as a key member of A.B. Data's Class Action Administration Leadership Team, oversees the Case Management Department and supervises the operations and procedures of all of A.B. Data's class action administration cases. Mr. Miller is recognized in the class action administration industry as an expert on securities, SEC, consumer, product recall, product liability, general antitrust, pharmaceutical antitrust, and futures contract settlements, to name a few settlement types. Prior to joining A.B. Data, Mr. Miller served as the Client Service Director for Rust Consulting, responsible there for its securities practice area. He has more than 20 years of operations, project management, quality assurance, and training experience in the class action administration industry. In addition, Mr. Miller manages A.B. Data's office in Palm Beach Gardens, Florida.

Ravin Raj, Vice President-Operations, has more than 15 years of experience in class action claims management, document management, and insurance claims remediation. Mr. Raj's responsibilities for A.B. Data's Class Action Administration Company include heading the shared operations center, which includes mailroom, contact center, claims processing, quality control, and information systems operations. His areas of expertise include business process development, strategic/tactical operations

planning and implementation, risk analysis, budgeting, business expansion, growth planning and implementation, cost reduction, and profit, change, and project management. In his previous position, as Assistant Vice President-Operations at RR Donnelley India Pvt. Ltd., in Chennai, India, he led a team of more than 400 employees with the capacity to process more than 4 million claims a year, servicing several leading claims administrators. Mr. Raj managed six of the top ten securities class action settlements, by settlement value, including several multibillion-dollar settlements. His background also includes work as a Project Lead for iMarque Solutions Pvt. Ltd., Chennai, India.

Linda V. Young, Vice President, Media, oversees the Media Department and is responsible for the direction, development, and implementation of media notice plans for A.B. Data's clients. Ms. Young is an expert in media planning using most forms of advertising including digital, print, and broadcast. She developed some of the first Court-approved Notice Plans using an all-digital approach for cases such as *In re Vizio Consumer Privacy Litigation*, *In re Qualcomm Antitrust Litigation*, and *In re Google Inc. Street View Electronic Communications Litigation*, among others. Her ability to create notice plans that efficiently extend reach and drive class member engagement and participation has made a significant impact across many types of administrations. Ms. Young has developed and implemented national and international print, digital-, and earned-media notice plans for some of the industry's leading pharmaceutical, insurance, and securities class action cases, including Libor-based Financial Instruments Antitrust Litigation, Cipro Antitrust Cases I and II, Euribor and Euroyen-based Derivatives cases, and many more. She has more than 20 years of general market and ethnic media advertising and media planning experience, having managed advertising for brands such as Georgia-Pacific, American Express, Denny's, and Coca-Cola USA.

Eric Schachter, Vice President, is a member of A.B. Data's Class Action Administration Leadership Team. He has over 15 years of experience in the legal settlement administration services industry. Mr. Schachter's responsibilities include ensuring successful implementation of claims administration services for A.B. Data's clients in accordance with settlement agreements, court orders, and service agreements. He also works closely with Project Managers to develop plans of administration to provide the highest level of effective and efficient delivery of work product. A frequent speaker on claims administration innovation and best practices at industry events nationwide, Mr. Schachter has a bachelor's degree in sociology from Syracuse University, earned his law degree at Hofstra University School of Law, and was previously an associate at Labaton Sucharow LLP in New York City.

Paul Sauberer, Director of Quality Assurance, is responsible for overseeing quality assurance and process management, working diligently to mitigate risk, ensure exceptional quality control, and develop seamless calculation programming. Mr. Sauberer brings more than 20 years of experience as a quality assurance specialist with a leading claims-processing company where he developed extensive knowledge in securities class action administration. He is recognized as the class action administration industry's leading expert on claims and settlement administrations of futures contracts class actions.

Justin Parks, Business Development Director, provides expertise in legal marketing strategies and brings extensive experience in client relations to A.B. Data's business development team. Previously, Mr. Parks served the legal industry as part of the marketing group at a major class action administration firm where he successfully managed and consulted on notice plans and other administrative aspects in hundreds of cases with an estimated value of several hundred million dollars in settlement funds distributed to class members, including some of the largest Employment settlements in history. Mr. Parks is uniquely experienced in Data Privacy matters, having consulted with clients on numerous matters stemming from data breaches as well as violations of the Illinois Biometric Information Privacy Act (BIPA), several of which resulted in the first ever Biometric Privacy related settlements in history. Mr. Parks' knowledge and understanding of the class action industry, as well as his client relationship skills, expand A.B. Data's capacity to achieve its business development and marketing goals effectively.

Camron Assadi, Vice President, Digital Marketing, has more than 20 years of experience in digital marketing leadership, which includes directing and overseeing all aspects of the company's digital notice plans and campaigns across multiple networks and platforms. Mr. Assadi is an expert in online advertising and social media campaigns including Facebook, Google Ads, LinkedIn, Twitter, Amazon, Pinterest, Verizon Media, and others. He holds certifications in Google Ads Display and Search, and is a Facebook Certified Digital Marketing Associate. His ability to create and optimize business opportunities, extend brand reach, and capture the interest and support of local and international audiences has proven him an invaluable leader of A.B. Data's effort to maximize and streamline class member notice and engagement. Mr. Assadi has managed the notice plans for cases that have garnered millions of unique visitors and social media interactions. He holds a BS in Psychology from the University of Utah.

Adam Walter, PMP, Senior Project Manager, has nearly fifteen years of experience managing the administration of securities class action settlements and SEC disgorgements totaling more than \$4 billion. He has managed settlement programs in engagements involving some of the largest securities class action settlements and is a key contributor to the development of administration strategies that meet the evolving needs of our clients. His responsibilities include developing case administration strategies to ensure that all client and court requirements and objectives are met, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to class counsel, overseeing notice dissemination programs, implementing complex claims-processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Walter holds a bachelor's degree in business administration from Florida Atlantic University, Boca Raton, Florida. He also has been an active member of the Project Management Institute since 2010 and is PMP®-certified.

Steve Straub, Senior Project Manager, joined A.B. Data in February 2012. As a Senior Project Manager, his responsibilities include developing case administration strategies, overseeing daily operations of case administrations, ensuring execution of client deliverables, providing case-related legal and administration support to case counsel, overseeing notice dissemination programs, implementing complex claims processing and allocation methodologies, establishing quality assurance and quality control procedures, and managing distribution of settlement funds. Mr. Straub's experience in administering class action settlements includes securities, consumer, and antitrust settlements, with a primary focus on antitrust cases. He holds a Juris Doctor degree from Seton Hall University School of Law, Newark, New Jersey.

Patty Nogalski, Project Manager, is a veteran in the equity and securities industry and now contributes her talents to A.B. Data as a Project Manager specializing in class action administrations for securities litigation. Ms. Nogalski brings to A.B. Data many new ideas, methods, and technologies to achieve project efficiency and organizational integration. For much of her twenty-year career, she served as Vice President Equity Trading for BMO Global Asset Management Corporation where she managed equity trading for mutual funds and institutional accounts. She works closely with Eric Miller and the project management team to deliver strategies that meet the unique needs of securities and commodities settlements. Ms. Nogalski attended the University of Wisconsin-Milwaukee where she earned her Bachelor of Arts in Communications, and has also obtained her Financial Industry Regulatory Authority (FINRA) Series 7, Series 63, and Series 65 licenses.

Eric Schultz, MCSE, Information Technology Manager and Security Team Chairperson, has been with A.B. Data for more than 19 years, and is currently responsible for overseeing all information technology areas for all A.B. Data divisions across the United States and abroad, including network infrastructure and architecture, IT operations, data security, disaster recovery, and all physical, logical, data, and information systems security reviews and audits required by our clients or otherwise. As a Microsoft Certified Systems Engineer (MCSE) with more than 25 years of experience in information technology systems and solutions, Mr. Schultz has developed specializations in network security, infrastructure, design/architecture, telephony, and high-availability network systems.

Secure Environment



A.B. Data's facilities provide the highest level of security and customization of security procedures, including:

- A Secure Sockets Layer server
- Video monitoring
- Limited physical access to production facilities
- Lockdown mode when checks are printed
- Background checks of key employees completed prior to hire
- Frequency of police patrol - every two hours, with response time of five or fewer minutes
- Disaster recovery plan available upon request

Data Security



A.B. Data is committed to protecting the confidentiality, integrity, and availability of personal identifying information and other information it collects from our clients, investors, and class members and requires that its employees, subcontractors, consultants, service providers, and other persons and entities it retains to assist in distributions do the same. A.B. Data has developed an Information Security Policy, a suite of policies and procedures intended to cover all information security issues and bases for A.B. Data, and all of its divisions, departments, employees, vendors, and clients. A.B. Data has also recently taken the necessary, affirmative steps toward compliance with the EU's General Data Protection Regulation and the California Consumer Privacy Act.

A.B. Data has a number of high-profile clients, including the Securities and Exchange Commission (SEC), the United States Department of Justice, the Attorneys General of nearly all 50 states, other agencies of the United States government, and the Government of Israel, as well as direct banking and payment services companies with some of the most recognized brands in United States financial services and some of the largest credit card issuers in the world.

We are therefore frequently subjected to physical, logical, data, and information systems security reviews and audits. We have been compliant with our clients' security standards and have also been determined to be compliant with ISO/IEC 27001/2 and Payment Card Industry (PCI) data-security standards, the Gramm-Leach-Bliley Act (GLB) of 1999, the National Association of Insurance Commissioners (NAIC) Regulations, the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the Health Information Technology for Economic and Clinical Health Act (HITECH).

The Government of Israel has determined that A.B. Data is compliant with its rigorous security standards in connection with its work on Project HEART (Holocaust Era Asset Restitution Taskforce).

A.B. Data's fund distribution team has been audited by EisnerAmper LLP and was found compliant with class action industry standards and within 99% accuracy. EisnerAmper LLP is a full-service advisory and accounting firm and is ranked the 15th-largest accounting firm in the United States.

In addition, as part of PCI compliance requirements, A.B. Data has multiple network scans and audits from third-party companies, such as SecurityMetrics and 403 Labs, and is determined to be compliant with each of them.

Fraud Prevention and Detection



A.B. Data is at the forefront of class action fraud prevention.

A.B. Data maintains and utilizes comprehensive proprietary databases and procedures to detect fraud and prevent payment of allegedly fraudulent claims.

We review and analyze various filing patterns across all existing cases and claims. Potential fraudulent filers are reported to our clients as well as to the appropriate governmental agencies where applicable.

Representative Class Action Engagements



A.B. Data and/or its team members have successfully administered hundreds of class actions, including many major cases. Listed below are just some of the most representative or recent engagements.

Consumer & Antitrust Cases

- *Phil Shin, et al. v. Plantronics, Inc.*
- *In re: Qualcomm Antitrust Litigation*
- *In re Resistors Antitrust Litigation*
- *The Hospital Authority of Metropolitan Government of Nashville and Davidson County, Tennessee v. Momenta Pharmaceuticals, Inc. and Sandoz Inc. (“Lovenox Antitrust Matter”)*
- *William Kivett, et al. v. Flagstar Bank, FSB, and DOES 1-100, inclusive*
- *Adelphia, Inc. v. Heritage-Crystal Clean, Inc.*
- *LLE One, LLC, et al. v. Facebook, Inc.*
- *Bach Enterprises, Inc., et al. v. Advanced Disposal Services South, Inc., et al.*
- *JWG Inc., et al. v. Advanced Disposal Services Jacksonville, L.L.C., et al.*
- *State of Washington v. Motel 6 Operating L.P. and G6 Hospitality LLC*
- *In re GSE Bonds Antitrust Litigation*
- *Wave Lengths Hair Salons of Florida, Inc., et al. v. CBL & Associates Properties, Inc., et al.*
- *In re Loestrin 24 FE Antitrust Litigation*
- *Office of the Attorney General, Department of Legal Affairs, State of Florida v. Pultegroup, Inc. and Pulte Home Company, LLC*
- *In re Cigna-American Specialties Health Administration Fee Litigation*
- *In re: Intuniv Antitrust Litigation*
- *High Street, et al. v. Cigna Corporation, et al.*
- *Gordon Fair, et al. v. The Archdiocese of San Francisco, San Mateo, and Marin County*

- *Bizzarro, et al. v. Ocean County Department of Corrections, et al.*
- *Meeker, et al. v. Bullseye Glass Co.*
- *MSPA Claims 1, LLC v. Ocean Harbor Casualty Insurance Company*
- *Tennille v. Western Union Company - Arizona*
- *Garner, et al. v. Atherotech Holdings, Inc. and Garner, et al. v. Behrman Brothers IV, LLC, et al.*
- *Robinson, et al. v. Escallate, LLC*
- *Josefina Valle and Wilfredo Valle, et al. v. Popular Community Bank f/k/a Banco Popular North America*
- *Vision Construction Ent., Inc. v. Waste Pro USA, Inc. and Waste Pro USA, Inc. and Waste Pro of Florida, Inc.*
- *Plumley v. Erickson Retirement Communities, et al.*
- *In re London Silver Fixing, Ltd. Antitrust Litigation*
- *In re EpiPen Marketing, Sales Practices and Antitrust Litigation*
- *Ploss v. Kraft Foods Group, Inc. and Mondelēz Global LLC*
- *In re Mexican Government Bonds Antitrust Litigation*
- *In re Ready-Mixed Concrete Antitrust Litigation*
- *In re: Marine Hose Antitrust Litigation*
- *Iowa Ready Mixed Concrete Antitrust Litigation*
- *In re Potash Antitrust Litigation (II)*
- *In re Evanston Northwestern Healthcare Corp. Antitrust Litigation*
- *In re Polyurethane Foam Antitrust Litigation*
- *In re LIBOR-Based Financial Instruments Antitrust Litigation*
- *In re Lorazepam and Clorazepate Antitrust Litigation*
- *In re Cardizem CD Antitrust Litigation*
- *Vista Healthplan, Inc., and Ramona Sakiestewa v. Bristol-Myers Squibb Co., and American BioScience, Inc.*
- *In re Lupron Marketing and Sales Practices Litigation*
- *In re Terazosin Hydrochloride Antitrust Litigation*
- *In re Warfarin Sodium Antitrust Litigation*
- *Rosemarie Ryan House, et al. v. GlaxoSmithKline PLC and SmithKline Beecham Corporation*
- *Carpenters and Joiners Welfare Fund, et al. v. SmithKline Beecham*
- *New Mexico United Food and Commercial Workers Union's and Employers' Health and Welfare Trust Fund, et al. v. Purdue Pharma L.P.*
- *In Re Pharmaceutical Industry Average Wholesale Price Litigation*
- *Alma Simonet, et al. v. SmithKline Beecham Corporation, d/b/a GlaxoSmithKline*
- *In re Relafen Antitrust Litigation*
- *In Re Remeron Direct Purchaser Antitrust Litigation*
- *In re TriCor Indirect Purchasers Antitrust Litigation*
- *Nichols, et al., v. SmithKline Beecham Corporation*
- *In re: DDAVP Indirect Purchaser Antitrust Litigation*

Securities Cases

- *Laydon v. Mizuho Bank, Ltd., et al.*
- *Lomingkit, et al. v. Apollo Education Group, Inc., et al.*
- *In re Caraco Pharmaceutical Laboratories, Ltd. Shareholder Litigation*
- *Norfolk County Retirement System, et al. v. Community Health Systems, Inc., et al.*
- *Chester County Employees' Retirement Fund v. KCG Holdings, Inc., et al.*
- *Oklahoma Law Enforcement Retirement System, et al. v. Adeptus Health Inc., et al.*
- *Di Donato v. Insys Therapeutics, Inc., et al.*
- *Lundgren-Wiedinmyer, et al. v. LJM Partners, Ltd, et al.*

- *Martin, et al. v. Altisource Residential Corporation, et al.*
- *Stephen Appel, et al. v. Apollo Management, et al.*
- *In re Medley Capital Corporation Stockholder Litigation*
- *Forman, et al. v. Meridian BioScience, Inc., et al.*
- *Public Employees' Retirement System of Mississippi, et al. v. Endo International PLC, et al.*
- *In Re Flowers Foods, Inc. Securities Litigation*
- *Jiangchen, et al. v. Rentech, Inc., et al.*
- *In re Liberty Tax, Inc. Stockholder Litigation*
- *In re RH, Inc. Securities Litigation*
- *Lazan v. Quantum Corporation, et al.*
- *Nabhan v. Quantum Corporation, et al.*
- *Edmund Murphy III, et al. v. JBS S.A.*
- *Public Employees' Retirement System of Mississippi, et al. v. Sprouts Farmers Market, Inc., et al.*
- *In re Starz Stockholder Litigation*
- *Judith Godinez, et al. v. Alere Inc., et al.*
- *Rahman and Giovagnoli, et al. v. GlobalSCAPE, Inc., et al.*
- *Arthur Kaye, et al. v. ImmunoCellular Therapeutics, Ltd., et al.*
- *In re CPI Card Group Inc. Securities Litigation*
- *Daniel Aude, et al. v. Kobe Steel, Ltd., et al.*
- *In re Quality Systems, Inc. Securities Litigation*
- *Cooper, et al. v. Thoratec Corporation, et al.*
- *Washtenaw County Employees' Retirement System, et al. v. Walgreen Co., et al.*
- *Elkin v. Walter Investment Management Corp., et al.*
- *In Re CytRx Corporation Securities Litigation*
- *Ranjit Singh, et al. v. 21Vianet Group, Inc., et al.*
- *In re PTC Therapeutics, Inc. Securities Litigation*
- *Securities and Exchange Commission v. Mark A. Jones*
- *In re Sequans Communications S.A. Securities Litigation*
- *In re Henry Schein, Inc. Securities Litigation*
- *Ronge, et al. v. Camping World Holdings, Inc., et al.*
- *Oklahoma Firefighters Pension & Retirement System v. Lexmark International, Inc.*
- *Christakis Vrakas, et al. v. United States Steel Corporation, et al.*
- *Emerson et al. v. Mutual Fund Series Trust, et al. ("Catalyst")*
- *In re Fannie Mae 2008 Securities Litigation*
- *In re Anadarko Petroleum Corporation Class Action Litigation*
- *Ge Dandong, et al., v. Pinnacle Performance Limited, et al.*
- *In Re: Rough Rice Commodity Litigation*
- *Xuechen Yang v. Focus Media Holding Limited et al.*
- *In re Massey Energy Co. Securities Litigation*
- *In re Swisher Hygiene, Inc.*
- *The City of Providence vs. Aeropostale, Inc., et al.*
- *In re Metrologic Instruments, Inc. Shareholders Litigation*
- *Public Pension Fund Group v. KV Pharmaceutical Company et al.*
- *Pension Trust Fund for Operating Engineers, et al. v. Assisted Living Concepts, Inc., et al.*
- *In re Lehman Brothers Equity/Debt Securities Litigation*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Physical Action)*
- *In re: Platinum and Palladium Commodities Litigation (Platinum/Palladium Futures Action)*
- *In re General Electric Co. Securities Litigation*
- *In re CNX Gas Corporation Shareholders Litigation*
- *Oscar S. Wyatt, Jr. et al. v. El Paso Corporation, et al.*
- *In re Par Pharmaceutical Securities Litigation*

- *In re Par Pharmaceutical Companies, Inc. Shareholders Litigation*
- *In re Delphi Financial Group Shareholders Litigation*
- *In re SLM Corporation Securities Litigation*
- *In re Del Monte Foods Company Shareholder Litigation*
- *Leslie Niederklein v. PCS Edventures!.com, Inc. and Anthony A. Maher*
- *In re Beckman Coulter, Inc. Securities Litigation*
- *Michael Rubin v. MF Global, Ltd., et al.*
- *Allen Zametkin v. Fidelity Management & Research Company, et al.*
- *In re BP Prudhoe Bay Royalty Trust Securities Litigation*
- *Police and Fire Retirement System of the City of Detroit et al. v. SafeNet, Inc., et al.*
- *In re Limelight Networks, Inc. Securities Litigation*
- *In re Gilead Sciences Securities Litigation*
- *In re ACS Shareholder Litigation, Consolidated C.A. No. 4940-VCP*
- *Lance Provo v. China Organic Agriculture, Inc., et al.*
- *In re LDK Solar Securities Litigation*

Labor & Employment Cases

- *Talisa Borders, et al. v. Wal-mart Stores, Inc.*
- *Reale v. McClain Sonics Inc., et al.*
- *Larita Finisterre and Songhai Woodard, et al. v. Global Contact Services, LLC*
- *Adebisi Bello v. The Parc at Joliet*
- *Garcia, et al. v. Vertical Screen, Inc.*
- *Brook Lemma and Matthieu Hubert, et al. v. 103W77 Partners LLC, et al. (“Dovetail Settlement”)*
- *American Federation of Government Employees, Local 1145 v. Federal Bureau of Prisons, U.S. Penitentiary, Atlanta, Georgia*
- *Lisa Ferguson, Octavia Brown, et al. v. Matthew G. Whitaker, Acting AG, DOJ Bureau of Prisons (“USP Victorville”)*
- *American Federation of Government Employees, Local 2001 v. Federal Bureau of Prisons, Federal Correctional Institution, Fort Dix, New Jersey*
- *American Federation of Government Employees, Local 506 v. U.S. Department of Justice, Federal Bureau of Prisons, U.S. Penitentiary Coleman II, Coleman, Florida*
- *Vargas v. Sterling Engineering*
- *Rosenbohm v. Verizon*
- *Alex Morgan, et al. v. United States Soccer Federation, Inc.*
- *Iskander Rasulev v. Good Care Agency, Inc.*
- *Kyndl Buzas, et al., v. Phillips 66 Company and DOES 1 through 10*
- *American Federation of Government Employees, Local 408 v. U.S. Dept. of Justice, Federal Bureau of Prisons, Federal Correctional Complex, Butner, NC*
- *In re 2014 Avon Products, Inc. ERISA Litigation*
- *In re Eastman Kodak ERISA Litigation*
- *Taronica White, et al. v. Attorney General Loretta Lynch, Department of Justice*
- *Lisa Ferguson, et al. v. Acting Attorney General Matthew Whitaker, Department of Justice*
- *Melissa Compere v. Nusret Miami, LLC, et al.*
- *Abelar v. American Residential Services, L.L.C., Central District of California*
- *Flores, et al. v. Eagle Diner Corp., et al., Eastern District of Pennsylvania*
- *Michael Furman v. Godiva Chocolatier, Inc., 15th Judicial Circuit, Palm Beach County, Florida*
- *Finisterre et. al v. Global Contact Services, LLC, New York State Supreme Court, Kings County*
- *McGuire v. Intelident Solutions, LLC, et al., Middle District of Florida, Tampa Division*
- *Duran De Rodriguez, et al. v. Five Star Home Health Care Agency, Inc. et al., Eastern District of New York*

Data Breach/BIPA Cases

- *In re: Vizio, Inc. Consumer Privacy Litigation*
- *In re: Google, Inc. Street View Electronic Communications Litigation*
- *Devin Briggs and Bobby Watson, et al. v. Rhinoag, Inc. ("Briggs Biometric Settlement")*
- *Trost v. Pretium Packaging L.L.C.*

Telephone Consumer Protection Act (TCPA) Cases

- *Lowe and Kaiser, et al. v. CVS Pharmacy, Inc., et al.*
- *Johansen v. HomeAdvisor, Inc., et al.*
- *Charvat, et al. v. National Holdings Corporation*
- *Hopkins, et al. v. Modernize, Inc.*
- *Diana Mey vs. Frontier Communications Corporation*
- *Matthew Donaca v. Dish Network, L.L.C.*
- *Matthew Benzion and Theodore Glaser v. Vivint, Inc.*
- *John Lofton v. Verizon Wireless (VAW) LLC, et al.*
- *Lori Shamblin v. Obama for America et al.*
- *Ellman v. Security Networks*

For More Information

For more detailed information regarding A.B. Data's experience, services, or personnel, please see our website at www.abdataclassaction.com