

## **Notice of an Application for a Collective Settlement Approval Order – First to Third and Fifth Defendants CORRECTION AND CLARIFICATION STATEMENT – 13 January 2026**

This clarification statement refers to the Notice of an Application for a Collective Settlement Approval Order with the First to Third and Fifth Defendants (the “**Notice**”) published on the claim website on 10 December 2025 (and can be found under the ‘Documents’ tab on this website). The definitions used in the Notice are adopted in this clarification statement.

The purpose of this statement is to correct and clarify content in the Notice, in relation to paragraph (e) titled “*Payment of costs, fees and disbursements*” under the sub-heading “*The Proposed Settlement*”.

First, the notice states that “*On success, WGL, the insurers, and the legal team are entitled to their deferred fees, and to any success fees to reflect the risk that the Claim may not have succeeded (in which case, WGL and the insurers would not have received any return on their investment and the legal team would have received only their discounted rates).*” It should be clarified that if the claim had not succeeded, the insurers would have already received their upfront insurance premiums, and thus would have received a return on their investment (albeit that their return would be reduced (possibly to zero) by the amount they would be required to pay for adverse costs on account of the Class Representative having lost the claim on this hypothesis).

Second, the notice states “*The remaining costs, fees and disbursements will be paid from the other Previous Settlements, subject to a further approval by the Tribunal upon an application by the Class Representative*”. It should be further added that in the event that the sums from the Settlement and the Previous Settlements do not cover the costs, fees and disbursements in full, then there is still the possibility that the costs, fees and disbursements still remaining unpaid at that point could be satisfied (at least in part) by any remaining part of the Additional Damages Sum in the Settlement.