

NOTICE OF CLASS ACTION SETTLEMENT

You may benefit from this. Please read it carefully. You are not being sued.

Tobler et al. v. 1248 Holdings, LLC et al. Case No. 2:24-CV-02068-EFM-GEB
In the United States District Court for the District of Kansas at Kansas City

NOTICE OF SETTLEMENT WITH AMERICAN CENTURY, MARINER, AND TORTOISE

If you worked for American Century, Mariner, and Tortoise during the time period below, you could be affected by a class action settlement.

Please read this notice carefully. This concerns your rights.

A federal court has authorized this Notice. This is not a solicitation from a lawyer.

- Defendants 1248 Holdings, LLC f/k/a Bicknell Family Holding Company; Mariner Wealth Advisors, LLC f/k/a Mariner Holdings, LLC; Montage Investments, LLC; Mariner, LLC f/k/a Mariner Wealth Advisors, LLC; Mariner Capital Advisors, LLC (“1248-Mariner Defendants” or “Mariner”); Tortoise Capital Advisors, L.L.C.; TortoiseEcofin Parent Holdco LLC (“Tortoise Defendants” or “Tortoise”); American Century Companies, Inc.; American Century Services, LLC; American Century Investment Management, Inc. (“American Century Defendants” or “ACI”) (collectively, “Defendants”) have reached an agreement (the “Settlement Agreement”) with the Settlement Class to settle the claims brought in the class action lawsuit entitled *Tobler et al. v. 1248 Holdings, LLC et al.* Case No. 2:24-CV-02068-EFM-GEB (D. Kan.) (the “Lawsuit”), alleging that Defendants entered into a no poach agreement and enforced this unlawful agreement in restraint of trade and commerce, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and other state laws. Plaintiffs allege that the no poach agreement had the purpose and effect of (1) artificially suppressing and deflating compensation, benefits, and opportunities for better employment terms for the Class; and (2) eliminating, to a substantial degree, competition among Defendants for labor. Plaintiffs allege that, as a result, members of the Class have suffered injury, including: (1) lower compensation from Defendants than they otherwise would have received in the absence of the no poach agreement; and (2) reduced competition and better employment terms among Defendants. Defendants deny the conspiracy as alleged. The Court did not decide in favor of Plaintiffs, the Class, or Defendants. Instead, the parties settled the Lawsuit to avoid the costs and risks of continuing the Lawsuit. More information can be found at www.MarinerACISettlement.com.
- Under the terms of the settlement, Defendants have agreed to establish a fund of \$25,500,000.00 to resolve the claims against them (the “Settlement Fund Amount”).

- You are a settlement class member (“Settlement Class Member”) if you are a person who worked for Defendants in the United States at any time between January 1, 2012 through December 31, 2020. Excluded from the Settlement Class are members of the Settling Defendants’ board of directors, C-suite level executives of any Settling Defendants, and employees of the Settling Defendants who resided outside of the United States for the entire Settlement Class time period.
- You received this notice because Defendants’ record indicate that you worked for one of the Settling Defendants in the United States between January 1, 2012 and December 31, 2020, and therefore, are a Settlement Class Member. If you do not want to be bound by this settlement, you must act by **October 19, 2025**, if you wish to exclude yourself and preserve your right to file your own lawsuit or to object to the settlement.
- Court-appointed lawyers for the Plaintiffs will ask the Court to award them up to 35% of the Settlement Fund Amount in payment of reasonable attorneys’ fees and reimbursement of costs, as well as Service Awards for the Representative Plaintiffs for their time, effort, and willingness to bring this Lawsuit.

Your legal rights are affected whether or not you act. Please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS		DEADLINE
DO NOTHING AT THIS TIME	Remain in the Settlement Class and receive a payment from the settlement. You do not need to file a claim to remain in the Settlement Class. By doing nothing, you will remain in the Settlement Class and release your claims arising out of this Lawsuit against Defendants. If the settlement receives final approval, you will be sent a payment from the Settlement Fund Amount.	n/a
EXCLUDE YOURSELF (“OPT OUT”)	Get no payment, exclude yourself from the Settlement Class, and preserve your ability to file suit over the claims at issue in this Lawsuit against the Defendants at your own expense. Opting out of the Settlement Class with respect to the Defendants is the only way you can file or continue your own lawsuit concerning the legal claims in this Lawsuit against the Defendants.	October 19, 2025
OBJECT	You may also ask to communicate to the Court your written comments or objections about the fairness of the settlement and the request for attorneys’ fees and costs at the “Fairness Hearing” on December 4, 2025, at 1:30 PM CT in Kansas City, KS , though you do not have to do so. You also have a right to stay in the Settlement Class and argue to the Court that the settlement should not be approved.	October 19, 2025

- These rights and options—**and the deadlines to exercise them**—are explained in this Notice.

- The Court in charge of this case must still decide whether to approve the Settlement and the requested attorneys' fees and expenses. No Settlement benefits or payments will be provided unless the Court approves the Settlement and it becomes final.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.



For more information, scan this QR code
to go directly to the Settlement website,
www.MarinerACISettlement.com

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BASIC INFORMATION

1. Why is this Notice being provided?

You received this Notice because Defendants' records show you worked for any Settling Defendant in the United States at any time between January 1, 2012 and December 31, 2020 and may be a member of the Settlement Class as defined in Question 5. A Court authorized this notice because you have a right to know how the proposed settlement may affect your rights. This notice explains the nature of the litigation, the general terms of the proposed settlement and what it may mean to you. The notice also explains the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible and how to get them.

2. What is this Lawsuit about?

The Lawsuit alleges the Defendants entered into and engaged in a no-poach agreement and enforced this unlawful agreement in restraint of trade and commerce, in violation of Section 1 of the Sherman Act, 15 U.S.C. § 1, and other state laws. Plaintiffs allege that this no-poach agreement had the purpose and effect of (1) artificially suppressing and deflating compensation, benefits, and opportunities for better employment terms for the Class; and (2) eliminating, to a substantial degree, competition among Defendants for labor. Plaintiffs allege that, as a result, members of the Class have suffered injury, including: (1) lower compensation from Defendants than they otherwise would have received in the absence of the no poach agreement; and (2) reduced competition and better employment terms among Defendants.

Defendants deny the conspiracy as alleged. The Court did not decide in favor of Plaintiffs, the Class, or Defendants. Instead, the parties settled the Lawsuit to avoid the costs and risks of continuing the Lawsuit. To obtain more information about the claims in this Lawsuit, you can view the complaint and other court documents in this case at www.MarinerACISettlement.com.

3. Why is the Lawsuit a class action?

In a class action, one or more people called class representatives sue on behalf of all people who have similar claims. Together all these people are called a "Settlement Class" or "Settlement Class Members." One court resolves the issues for all Settlement Class Members, except for those Settlement Class Members who timely exclude themselves from the Settlement Class.

4. Why is there a Settlement?

The Court has not decided in favor of Plaintiffs or Defendants. Instead, both sides agreed to a settlement. Settlements avoid the costs and uncertainty of a trial and related appeals, while more quickly providing benefits to members of the Settlement Class.

WHO IS INCLUDED IN THE SETTLEMENT?

5. How do I know if I am part of the Settlement?

In general, you are a settlement class member, i.e. a person that is eligible for a payment from the proposed settlement when the funds are distributed (“Settlement Class Member”) if you meet the following definition:

All individuals employed by (1) 1248 Holdings, LLC, Mariner Wealth Advisors, LLC (f/k/a Mariner Holdings, LLC), Montage Investments, LLC and its related entities (including the company formerly known as Mariner Holdings, LLC, as well as companies in which Montage Investments, LLC or Mariner Holdings, LLC had a direct or indirect ownership interest of greater than or equal to 50%); Mariner, LLC f/k/a Mariner Wealth Advisors, LLC; and Mariner Capital Advisors, LLC; (2) Tortoise Capital Advisors, L.L.C.; TortoiseEcofin Parent Holdco LLC; Ecofin Advisors, LLC, Tortoise Credit Strategies, LLC, Tortoise Investments Partners, LLC, Tortoise Index Solutions, LLC; TortoiseEcofin Investments Partners, LLC; Tortoise Securities, LLC, TI Services, LLC, Tortoise Parent Holdco, LLC, and Tortoise Investments, LLC, and/or (3) American Century Companies, Inc.; American Century Services, LLC; and American Century Investment Management, Inc., (“the Settling Defendants”) at any time from January 1, 2012 to December 31, 2020 (“the Settlement Class time period”).

6. Are there exceptions to being included in the Settlement?

Yes. Excluded from the Settlement Class are the members of the Settling Defendants’ boards of directors, C-suite level employees of the Settling Defendants, and employees of the Settling Defendants who resided outside of the United States for the entire Settlement Class time period.

7. What if I am still not sure whether I am part of the Settlement?

If you received this Notice, it is because you were listed in Defendants’ records as being employed by any Settling Defendant during the Class Period and, therefore, you may be a Settlement Class Member. If you are still not sure whether you are included, you can ask for free help. You can call **844-496-1084** or visit **www.MarinerACISettlement.com** for more information.

THE SETTLEMENT’S BENEFIT

8. What does the Settlement provide?

The settlement provides that the Settling Defendants are required to contribute to a settlement fund totaling \$25,500,000 to be distributed to the Class in accordance with the terms of the Settlement Agreement. As a Settlement Class Member, you will give up, or “release,” claims against the Settling Defendants. This release includes any claims made or that could have been made arising from the facts alleged in this class action lawsuit, including claims that the Settling Defendants’

actions unlawfully reduced your wages and prevented other employers from hiring you (see Question 11).

The releases are described in more detail in the Settlement Agreement and in Question 11 below. You can view or download copies of the Settlement Agreement at the website www.MarinerACISettlement.com.

9. How much money can I get from the Settlement?

All Settlement Class Members will receive payment from the Settlement Fund Amount and shall only be excluded from receiving payment if they timely and validly opt out in accordance with the procedures set forth in the notice(s) served on the Class, subject to approval by the Court. The Allocation of the Settlement Fund Amount among the Settlement Class shall be subject to a Plan of Allocation approved by the Court. The Settlement Fund will be allocated based on a formula considering multiple factors, such as each Class Member's compensation paid for employment by any Settling Defendant during the Settlement Class Period. Settlement Class Members will have distributions sent to them directly without the need for individual claim forms.

The proposed Plan of Allocation is available for review at www.MarinerACISettlement.com and will be presented for approval by the Court at the Fairness Hearing (see Questions 19-21).

HOW ARE CLASS MEMBERS AFFECTED

10. When will I receive my payment?

As noted above, the Court is scheduled to hold a final Fairness Hearing on **December 4, 2025**, at **1:30 PM CT**, in **Kansas City, KS**, to decide whether to approve the proposed settlement and the request for the payment of reasonable attorneys' fees, incentive awards for the Class Representatives, and reimbursement of reasonable litigation expenses. Settlement payments to Settlement Class Members will be distributed after the settlement is approved, and after appeals, if any, are resolved. Class Counsel will remit the funds through the Settlement Administrator.

Updates regarding the settlements and any payments which may be made in the future will be posted on the settlement website, www.MarinerACISettlement.com.

11. What am I giving up as part of the Settlement?

Unless you exclude yourself, you are choosing to remain in the Settlement Class. If the Settlement is approved and becomes final, all of the Court's orders will apply to you and legally bind you. You will not be able to sue, continue to sue, or be part of any other lawsuit against any of the Settling Defendants and the Released Parties for the Released Claims.

Section V of the Settlement Agreement defines the claims that will be released by Settlement Class Members who do not exclude themselves from the Settlement. More information regarding the Released Parties and the Released Claims can be found in the Settlement Agreement available at www.MarinerACISettlement.com.

THE LAWYERS REPRESENTING YOU

12. Do I have lawyers in this case?

Yes, the Court has appointed George A. Hanson, Bradley T. Wilders, and Stefon J. David of Stueve Siegel Hanson LLP, and Rowdy B. Meeks of Rowdy Meeks Legal Group LLC to represent you and the Settlement Class for the purposes of this Settlement.

You may hire your own lawyer at your own cost and expense if you want someone other than Class Counsel to represent you in this Lawsuit.

13. How will Class Counsel be paid?

Class Counsel have undertaken this case on a contingency-fee basis and have not been paid any money in relation to their work on this case to date. Accordingly, Class Counsel will ask the Court to award them attorneys' fees of up to thirty-five percent (35%) of the Settlement Fund, and reimbursement for costs and expenses up to \$430,000 to be paid from the Settlement Fund. You will not have to separately pay any portion of these fees yourself. Class Counsel will also seek incentive awards for each Class Representative not to exceed \$15,000.

The Court will decide the amount of fees and costs and expenses to be paid. Class Counsel's request for attorneys' fees and costs (which must be approved by the Court) will be filed by 21 days before the Objection and Opt-out/Exclusion Deadline and will be available to view on the settlement website at **www.MarinerACISettlement.com**.

EXCLUDING YOURSELF FROM THE SETTLEMENT

If you are a Settlement Class Member and want to keep any right you may have to sue Defendants or the Released Parties on your own based on the claims raised in this Lawsuit or released by the Released Claims, then you must take steps to get out of the Settlement. This is called excluding yourself from – or “opting out” of – the Settlement.

14. How do I exclude myself from the Settlement?

To exclude yourself from the Settlement, you must mail the Settlement Administrator written notice of a request for exclusion, which includes:

- (1) The case name (*Tobler et al. v. 1248 Holdings, LLC et al.*, Case No. 2:24-CV-02068-EFM-GEB (D. Kan.)) or similar identifying words such as “Mariner-American Century No Poach Litigation”;
- (2) Your name, address, and telephone number;
- (3) A clear statement you want to be excluded from the Settlement Class, such as “I hereby request to be excluded from the proposed Settlement Class in *Tobler et al. v. 1248 Holdings, LLC et al.*, Case No. 2:24-CV-02068-EFM-GEB (D. Kan.) in the United States District Court for the District of Kansas”; and
- (4) Your signature

The exclusion request must be **postmarked** and sent to the Settlement Administrator at the following address by **October 19, 2025**:

Tobler v. 1248 Holdings Settlement
Settlement Administrator
PO Box 25191
Santa Ana, CA 92799

You cannot exclude yourself by telephone or by email.

15. If I exclude myself, can I still get money from the Settlement?

No. If you exclude yourself, you are telling the Court you do not want to be part of the Settlement, and you will not receive money under the Settlement.

16. If I do not exclude myself, can I sue the Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue the Settling Defendants and the Released Parties for the Released Claims in this Settlement. You must exclude yourself from this Lawsuit to start or continue with your own lawsuit or be part of any other lawsuit against the Settling Defendants or any of the Released Parties. If you have a pending lawsuit, speak to your lawyer in that case immediately.

OBJECTING TO THE SETTLEMENT

17. How do I tell the Court that I do not like the Settlement?

If you are a Settlement Class Member, you can tell the Court that you do not agree with all or any part of the Settlement or requested attorneys' fees and expenses or service awards. You can also give reasons why you think the Court should not approve the Settlement or attorneys' fees and expenses. To object, you must mail written notice to the Settlement Administrator, as provided below, no later than **October 19, 2025**, stating you object to the Settlement in *Tobler et al. v. 1248 Holdings, LLC et al.*, Case No. 2:24-CV-02068-EFM-GEB (D. Kan.). The objection must also include the following additional information:

- (1) The case name (*Tobler et al. v. 1248 Holdings, LLC et al.*, Case No. 2:24-CV-02068-EFM-GEB (D. Kan.)) or similar identifying words such as "Mariner-ACI No Poach Litigation";
- (2) Your full name, address, and telephone number;
- (3) State with specificity the grounds for the objection, as well as any documents supporting the objection;
- (4) A statement as to whether the objection applies only to you and your circumstances, to a specific subset of the class, or to the entire class;
- (5) The name and address of any attorneys representing you with respect to the objection;
- (6) A statement regarding whether you or your attorney intend to appear at the Final Approval Hearing; and

(7) You or your attorney's signature.

To be timely, written notice of an objection in the appropriate form must be mailed to the Settlement Administrator no later than **October 19, 2025**, at the following address:

Tobler v. 1248 Holdings Settlement
Settlement Administrator
PO Box 25191
Santa Ana, CA 92799

Any Settlement Class member who fails to comply with the requirements for objecting in Section II.D. of the Settlement Agreement shall waive and forfeit any and all rights he or she may have to appear separately and/or to object to the Settlement Agreement and shall be bound by all the terms of the Settlement Agreement and by all proceedings, orders and judgments in the Lawsuit.

18. What is the difference between objecting and asking to be excluded?

Objecting is simply telling the Court you do not like something about the Settlement or the requested attorneys' fees and expenses or the service awards. You can object only if you stay in the Settlement Class (that is, do not exclude yourself). Objecting is telling the Court that you do not want the Settlement to be approved or the attorneys' fees, expenses or service awards to be approved. You will still be bound by the Settlement if you object and the Settlement is approved by the Court. Requesting exclusion is telling the Court you do not want to be part of the Settlement Class or the Settlement. If you exclude yourself, you cannot object to the Settlement, and you will not be bound by the Settlement and will not receive any Settlement benefits.

THE FINAL APPROVAL HEARING

19. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing on **December 4, 2025, at 1:30 p.m. CT.** before the Honorable Eric F. Melgren, U.S. District Court for the District of Kansas, **United States Federal Courthouse, 500 State Avenue, Courtroom 440, Kansas City, Kansas, 66101.**

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate and decide whether to approve: the Settlement, Class Counsel's application for attorneys' fees, costs and expenses, and the service awards to Plaintiffs. If there are objections, the Court will consider them. The Court will also listen to people who have asked to speak at the hearing.

Note: The date and time of the Final Approval Hearing are subject to change. The Court may also decide to hold the hearing via videoconference or by phone. Any change will be posted at **www.MarinerACISettlement.com**.

20. Do I have to attend to the Final Approval Hearing?

No. Class Counsel will answer any questions the Court may have. However, you are welcome to attend at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you file or mail your written objection on time the Court will consider it.

21. May I speak at the Final Approval Hearing?

Yes, as long as you do not exclude yourself, you can (but do not have to) participate and speak for yourself at the Final Approval Hearing. This is called making an appearance. You also can have your own lawyer speak for you. If you choose to make an appearance, you must follow all of the procedures for objecting to the Settlement listed in response to Question 17 above and specifically include a statement whether you and your counsel will appear at the Final Approval Hearing.

GETTING MORE INFORMATION

22. How do I get more information?

This Notice summarizes the proposed Settlement. Complete details are provided in the Settlement Agreement. The Settlement Agreement and other related documents are available at www.MarinerACISettlement.com or can be mailed upon request by writing to:

Tobler v. 1248 Holdings Settlement
Settlement Administrator
PO Box 25191
Santa Ana, CA 92799

You can also call (844)-496-1084, toll-free, to hear more about the Settlement.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT'S CLERK OFFICE
REGARDING THIS NOTICE.**



For more information, scan this QR code
to go directly to the Settlement website,

www.MarinerACISettlement.com