

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

MICHAEL J. IANNONE, JR.,)
and NICOLE A. JAMES, as)
plan participants, on behalf of the)
AUTOZONE, INC. 401(k) Plan,)
and on behalf of others similarly)
situated,)

Plaintiffs,)

CLASS ACTION

v.)

Case No.: 2:19-cv-02779-MSN-tmp

AUTOZONE, INC., as plan sponsor,)
BILL GILES, BRIAN CAMPBELL,)
STEVE BEUSSINK, KRISTIN WRIGHT,)
MICHAEL WOMACK, KEVIN WILLIAMS,)
and RICK SMITH, individually and as)
members of the AUTOZONE, Inc.)
Investment Committee, and NORTHERN)
TRUST CORPORATION and)
NORTHERN TRUST, INC., as)
Investment fiduciaries,)

Defendants.)

[PROPOSED] PLAN OF ALLOCATION

I. DEFINITIONS

Except as indicated in this Plan of Allocation, the capitalized terms used herein shall have the meaning ascribed to them in the Settlement Agreement.

II. CALCULATION OF ALLOCATION AMOUNTS

A. Per paragraph 4.2.1 of the Settlement Agreement, the recordkeeper of the AutoZone, Inc. 401(k) Plan (the “Plan”) shall provide the Settlement Administrator with the data reasonably necessary to determine the amount of the Net Settlement Amount to be distributed to

each member of the Settlement Class (“Settlement Class Member” or “Class Member”) in accordance with this Plan of Allocation.

B. The data reasonably necessary to perform calculations under this Plan of Allocation is as follows: the balances for each Class Member in their Plan account as of November 11, 2013, and on December 31 of each subsequent year of the Class Period up to and including 2023.

C. The Net Settlement Amount will be allocated as follows:

1. Calculate the sum of each Class Member’s account balances for each year of the Class Period based on the data as of the dates above. This amount shall be that Class Member’s “Balance.”
2. Determine the participants that were invested in the Goalmaker Funds (including the GIF) during the Class Period even after termination of Goalmaker, which shall establish the Class Members.
3. Sum the total number of Class Members, and divide the Settlement Fund, after deduction of any Court awarded fees and expenses, by the total number of Class Members. This is the amount to be awarded to each Class Member (the “Settlement Amount”).

Depending on such factors as the availability and reliability of data, feasibility, time, cost, and efficiency, the Settlement Administrator may elect to calculate Class Members’ Balances using quarterly, as opposed to annual, data.

D. **Settlement Class Members With Accounts In the AutoZone Plan.** For Class Members with an Active Account in the AutoZone Plan, as of the date of entry of the Final Order, each Class Member’s Settlement Amount will be allocated into their current AutoZone Plan account.

As promptly as reasonably possible after deposit of the Settlement Amount into the AutoZone Plan, the Settlement Administrator shall forward to the AutoZone Plan Recordkeeper

the information/data needed for allocating into each Settlement Class Member's account under the AutoZone Plan. The deposited amount shall be invested by the AutoZone Plan Recordkeeper pursuant to the Settlement Class Member's investment elections on file for new contributions. If the Class Member has no election on file, it shall be invested in any default investment option(s) designated by the AutoZone Plan, and if the AutoZone Plan has not designated any default investment option(s), in a target date fund commensurate with the Class Member's retirement age or similar fund under the AutoZone Plan. Under no circumstances may funds be invested in the GIF.

E. Settlement Class Members Without Current Accounts Under the AutoZone Plan. Former Participants shall be paid directly by the Settlement Administrator by check. All such payments are intended by the Settlement Class to be "restorative payments" in accordance with Internal Revenue Service Revenue Ruling 2002-45. Checks issued to Former Participants pursuant to this paragraph shall be valid for 180 days from the date of issue.

F. The Settlement Administrator shall utilize the calculations required to be performed herein for making the required distributions of the Settlement Amount for each Class Member, less any required tax withholdings or penalties, to each Class Member who is a Former Participant. In the event that the Settlement Administrator determines that the Plan of Allocation would otherwise requirement payments exceeding the Settlement Amount, the Settlement Administrator is authorized to make such changes as are necessary to the Plan of Allocation such that said totals do not exceed the Settlement Amount. The Settlement Administrator shall be solely responsible for performing any calculations required by this Plan of Allocation.

G. If the Settlement Administrator concludes that it is impracticable to implement any provision of the Plan of Allocation, it shall be authorized to make such changes to the methodology

as are necessary to implement as closely as possible the terms of the Settlement Agreement, so long as the total amount of distributions does not exceed the Settlement Amount. The Settlement Administrator must notify counsel of both settling parties of any such changes prior to implementation.

H. No sooner than fourteen (14) calendar days following the expiration of all undeposited checks issued pursuant to this Plan of Allocation, the Settlement Administrator shall notify counsel for Plaintiffs and Defendants of the amount of any monies remaining in the Qualified Settlement Fund. These funds will then be deposited into the current AutoZone Plan to defray administrative expenses per the Settlement Agreement. Unless otherwise expressly provided for in the Settlement Agreement, no part of the Settlement Fund may be used to reimburse any Defendant or otherwise offset costs, including Settlement-related costs, incurred by any Defendant.

I. Neither the Released Parties, Defense Counsel, nor Class Counsel shall have any responsibility for or liability whatsoever with respect to any tax advice given to Class Members, including Former Participants.

III. QUALIFICATIONS AND CONTINUING JURISDICTION

The Court will retain jurisdiction over the Plan of Allocation to the extent necessary to ensure that it is fully and fairly implemented.