

EXHIBIT E

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

<p>MICHAEL J. IANNONE, JR., and NICOLE A. JAMES, individually and on behalf of all others similar situated,</p> <p style="text-align: center;">Plaintiffs,</p> <p>vs.</p> <p>AUTOZONE, INC. et al.,</p> <p style="text-align: center;">Defendants.</p>	<p>Case No.: 2:19-cv-02779-MSN-tmp</p>
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[PROPOSED] BAR ORDER

This matter is before the Court on the Motion Seeking Entry of a Bar Order (“Motion”) filed by Defendants Northern Trust Corporation and Northern Trust Investments, Inc. (the “Northern Trust Defendants”). Plaintiffs and the Northern Trust Defendants have entered into a Class Action Settlement Agreement (“Settlement Agreement”) in which they have agreed to settle and release any claims between or among them with respect to the allegations and claims in Plaintiff’s First Amended Complaint, Dkt. 70-1. The Settlement Agreement is attached to the Memorandum of Law in Support of Plaintiffs’ Motion for Preliminary Approval of Partial Class Action Settlement with Northern Trust Defendants. The Settlement Agreement is conditioned upon the Court’s entry of this Order.

After careful consideration of the Motion and all responses thereto, IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:

1. AutoZone, Inc. (“AutoZone”),¹ Individual Defendants Bill Giles, Brian Campbell, Steve Beussink, Kristin Wright, Michael Womack, Kevin Williams, and Rick Smith (“Individual Defendants”, and with AutoZone, “Non-Settling Defendants”) and any person purporting to act on behalf of Non-Settling Defendants or asserting any Claim² under or through them, are permanently barred, enjoined, and restrained from filing, commencing, prosecuting, maintaining or asserting

¹ “AutoZone” includes AutoZone’s past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees, partners, predecessors, successors, and successors-in-interest.

² “Claim” means any and all manner of claims, counterclaims, cross claims, third party claims, actions, causes of actions, potential actions, suits, arbitrations, controversies, costs, damages, losses, obligations, liabilities, judgments, and demands whatsoever, known or unknown, asserted or unasserted, suspected or unsuspected, accrued or unaccrued, whether class, individual, or otherwise, arising under the laws, regulations, or common law of the United States of America, any state or political subdivision thereof, or any foreign country or jurisdiction, in law, in contract, or in equity, and regardless of legal theory.

any Barred Claims³ against the Settling Defendants⁴ or the Released Parties⁵ in this Action⁶ or in any other forum, action or proceeding of any kind. All such Barred Claims shall be extinguished, precluded, discharged, satisfied, and unenforceable.

2. The Settling Defendants, Released Parties, and any person purporting to act on their behalf or asserting any Claim under or through them, are permanently barred, enjoined, and restrained from filing, commencing, prosecuting, maintaining or asserting any Barred Claims against Non-Settling Defendants in this Action or in any other forum, action or proceeding of any kind. All such Barred Claims shall be extinguished, precluded, discharged, satisfied, and unenforceable.

³ “Barred Claims” means (a) Claims asserted or that could have been or could be asserted by Non-Settling Defendants, or Non-Settling Defendants’ past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees or partners, against the Settling Defendants or the Released Parties for indemnification and/or contribution, however denominated, whether common law, statutory, or contractual, and regardless of the allegations, facts, law, theories, or principles, that arise from or related in any way to the Claims and allegations in this Action, or (b) Claims asserted that could have been or could be asserted by the Settling Defendants or the Released Parties, including the Settling Defendants’ and Released Parties’ past, present, or future parent companies, subsidiaries, affiliates, divisions, joint ventures, members, assigns, representatives, attorneys, agents, insurers, reinsurers, shareholders, officers, directors, managers, employees or partners, against Non-Settling Defendants for indemnification and/or contribution, however denominated, whether common law, statutory, or contractual, and regardless of the allegations, facts, law, theories, or principles, that arise from or relate in any way to the Claims and allegations in this Action.

⁴ “Settling Defendants” means Northern Trust Corporation and Northern Trust Investments, Inc., each of whom individually is a “Settling Defendant.”

⁵ “Released Parties” means Settling Defendants and their past, present, and future affiliates, subsidiaries, divisions, joint ventures, predecessors, successors, successors-in-interest, and assigns, employee benefit plan fiduciaries, employee benefit plan administrators, and their predecessors, successors, affiliates and subsidiaries, consultants, subcontractors, boards of trustees, boards of directors, officers, trustees, directors, partners, agents, managers, members, employees, representatives, attorneys, administrators, fiduciaries, insurers, co-insurers, reinsurers,

associates, and all persons acting under, by, through, or in concert with any of them.

⁶ “Action” means *Iannone, et al. v. AutoZone, Inc. et al.*, No. 2:19-cv-02779-MSN-tmp and any and all cases now or hereafter consolidated therewith.

3. Any Judgment entered in favor of the Named Plaintiffs or the Class⁷ shall be reduced by the greater of (a) the Class Settlement Amount⁸ or (b) the proportionate share of fault that is attributed to the Northern Trust Defendants, if any, with respect to such judgment.

SO ORDERED.

Hon. Mark S. Norris
United States District Judge

⁷ “Class” means all persons, other than AutoZone or Individual Defendants, who were participants as of November 11, 2013 in Plan, and invested in any of the GoalMaker Funds including (i) beneficiaries of deceased participants who, as of November 11, 2013, were receiving benefit payments or will be entitled to receive benefit payments in the future, and (ii) alternate payees under a Qualified Domestic Relations Order who, as of November 11, 2013, were receiving benefit payments or will be entitled to receive benefit payments in the future; and (b) all persons, other than AutoZone, who have been participants or beneficiaries in either the Plan and had account balances in the Plan at any time between November 11, 2013 through the date of the preliminary approval order.

⁸ “Class Settlement Amount” shall have the definition set forth in the Settlement Agreement ¶ 7.2.