

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE AEP STOCKHOLDER DERIVATIVE
LITIGATION

Master File No.: 2:21-cv-00163

Judge Sarah D. Morrison

STIPULATION AND AGREEMENT OF SETTLEMENT

This Stipulation and Agreement of Settlement, dated as of April 30, 2024 (the “Settlement”) is entered into, by, and among:

i. Plaintiff Robert L. Reese in the above-captioned stockholder derivative action (*In re AEP Stockholder Derivative Litigation*, Master File 2:21-cv-00163-SDM) (the “Ohio Federal Action”) filed in the United States District Court for the Southern District of Ohio (the “Ohio Federal Court”) and currently on appeal to the United States Court of Appeals for the Sixth Circuit (“Sixth Circuit”);

ii. Plaintiff Darryl Jones in the stockholder derivative action captioned *Jones v. Akins, et al.*, Case No. 21CV000853 (the “Ohio State Action”), pending in the Ohio Court of Common Pleas for Franklin County (the “Ohio State Court”);

iii. Plaintiff David Speiser in the dismissed stockholder derivative action captioned *Speiser v. Akins, et al.*, Index No. 605225/2021, previously pending in the New York Supreme Court for New York County (the “New York State Action,” and collectively with the Ohio Federal Action and the Ohio State Action, the “Derivative Actions”) and who also made the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric Power Company, Inc.* (the “Litigation Demand”).

iv. Individual Defendants in one or more of the Derivative Actions: Nicholas K. Akins, Brian X. Tierney, Joseph M. Buonaiuto, Thomas E. Hoaglin, David J. Anderson, J.

Barnie Beasley, Jr., Ralph D. Crosby, Jr., Art A. Garcia, Linda A. Goodspeed, Sandra Beach Lin, Margaret M. McCarthy, Richard C. Notebaert, Lionel L. Nowell, III, Stephen S. Rasmussen, Oliver G. Richard, III, and Sara Martinez Tucker (collectively “Individual Defendants”); and

v. Nominal Defendant American Electric Power Co., Inc. (“AEP” or the “Company,” and together with Plaintiffs and Individual Defendants, the “Settling Parties”).

Subject to the approval of the Ohio Federal Court and the terms and conditions expressly provided herein, this Settlement is intended to fully, finally, and forever compromise, settle, release, resolve, and dismiss with prejudice the Derivative Actions, the Litigation Demand, and all claims asserted in the Derivative Actions or that could have been asserted in any court based on the facts alleged in the Derivative Actions or the Litigation Demand, in the manner and upon the terms and conditions set forth in this Settlement.

WHEREAS:

The Ohio Federal Action:

On August 25, 2020, Plaintiff Reese served a pre-suit document inspection demand on AEP pursuant to N.Y. B.C.L. § 624, seeking to inspect certain AEP documents. After negotiation with counsel for AEP, and execution of a confidentiality agreement, an initial document production was made to Plaintiff Reese that was further supplemented on March 25, 2021.

On January 15, 2021, Esther Kogus¹ filed a verified derivative complaint in the Ohio Federal Court alleging claims for breach of fiduciary duty and unjust enrichment.

¹ Ms. Kogus, one of the two stockholders in the Ohio Federal Action, died during the pendency of the litigation. Neither Ms. Kogus nor her estate appealed the Ohio Federal Court’s order dismissing the Ohio Federal Action with prejudice. Nonetheless, for the avoidance of doubt, all derivative claims pursued by Ms. Kogus or her estate on behalf of AEP will be dismissed, released, and barred pursuant to the terms of the Settlement.

Plaintiff Reese filed an action in Ohio Federal Court on April 7, 2021 alleging multiple claims for breach of fiduciary duty and contribution for violation of Sections 10(b) and 21D of the Securities Exchange Act of 1934.

On June 3, 2021, the plaintiffs in the Ohio Federal Action agreed to consolidate the two actions pending in Ohio Federal Court and organize counsel. The Order consolidating the actions and appointing co-lead counsel was entered on June 9, 2021.

On March 22, 2022, the plaintiffs in the Ohio Federal Action filed a consolidated Amended Verified Shareholder Derivative Complaint (the “Amended Complaint”) alleging four claims, including breach of fiduciary duty, waste, unjust enrichment, and breach of fiduciary duty for insider trading.

On May 3, 2022, the Individual Defendants and AEP filed a motion to dismiss the Amended Complaint, which was opposed by the plaintiffs on May 24, 2022. After a hearing conducted on March 17, 2023, the Ohio Federal Court entered an order dismissing with prejudice the Ohio Federal Action on March 21, 2023 and entered judgment the same day.

Neither Ms. Kogus nor her estate appealed the Ohio Federal Court’s order dismissing the Ohio Federal Action with prejudice and the dismissal order is final as to her.

On April 21, 2023, Plaintiff Reese (“Appellant”) filed a Notice of Appeal of the Ohio Federal Court’s order granting the Individual Defendants’ and AEP’s Motion to Dismiss (the “Appeal”).

The Ohio State Action:

On February 9, 2021, Plaintiff Darryl Jones initiated the Ohio State Action alleging claims for breach of fiduciary duty, waste, and unjust enrichment. On March 18, 2021 and again on February 23, 2022, the parties stipulated to a temporary stay of the Ohio State Action. On June 2,

2022, Plaintiff Jones filed an Amended Complaint. The stay was extended—over Plaintiff Jones’ objection—by the Ohio State Court on June 15, 2022 and remains in effect.

The New York State Action And Litigation Demand

On November 9, 2020, Plaintiff Speiser served a pre-suit document demand on AEP pursuant to N.Y. B.C.L. § 624. After negotiation with inspection counsel for AEP and execution of a confidentiality agreement, an initial document production was made to Plaintiff Speiser on December 16, 2020, which was supplemented several times over the next few months.

On April 27, 2021, Plaintiff Speiser commenced the New York State Action in New York state court and filed a complaint on May 12, 2021 alleging claims for breach of fiduciary duty, unjust enrichment, and waste.

On September 13, 2022, the New York State court dismissed with prejudice the New York State Action under C.P.L.R. § 3211(a)(4) because the complaint’s claims arose out of the same subject matter as the prior pending Ohio Federal Action. On January 20, 2023, Plaintiff Speiser sought to intervene in the Ohio Federal Action, which was denied by the Ohio Federal Court on March 21, 2023.

On April 26, 2023, Plaintiff Speiser sent the Litigation Demand to the Board of Directors of AEP demanding, among other things, that the Board investigate and pursue potential claims as described therein.

On May 2, 2023, the AEP Board of Directors appointed a committee of the Board, the Demand Review Committee (“DRC”), to investigate the Litigation Demand and exercise all such other powers delegated to the DRC by the AEP Board of Directors. On May 22, 2023, the AEP Board of Directors sent a letter advising Plaintiff Speiser of the formation of the DRC and that the DRC was in the process of undertaking its work.

The DRC subsequently retained Paul, Weiss, Rifkind, Wharton & Garrison LLP (“DRC Counsel”) to advise the DRC in connection with its work, which included DRC Counsel advising the DRC in connection with its recommendation to the AEP Board of Directors concerning this Settlement.

The Parties Conduct Arm’s-Length Negotiations to Resolve the Derivative Actions and the Litigation Demand:

On May 8, 2023, the Appeal was referred to Catherine G. Geyer, Esq., Chief Circuit Mediator of the Sixth Circuit Mediation Office (the “Mediator”), to consider whether a negotiated resolution of the Appeal could be agreed upon. Over the next six months, counsel for the Appellant and Appellee engaged in protracted negotiations, with the assistance of the Mediator.

On July 6, 2023, Plaintiffs made a global settlement demand to resolve the Derivative Actions and the Litigation Demand. Thereafter, the Settling Parties exchanged multiple draft proposals and reached an agreement on November 14, 2023 on certain key terms to resolve all pending Derivative Actions and the Litigation Demand, which was subject to an agreement on final documentation and any necessary court approval.

In connection with discussions and negotiations leading to the proposed Settlement, counsel for the Settling Parties did not discuss the amount of any application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses until the substantive terms of the Settlement were negotiated at arm’s-length and agreed upon. Thereafter, with the assistance of the Mediator, the Settling Parties agreed on payment to Plaintiffs’ Counsel for attorneys’ fees and expenses in the amount of \$450,000.00, subject to agreement on final documentation and any necessary court approval.

This Settlement (together with the Exhibits hereto) reflects the final and binding agreement among the Settling Parties.

PLAINTIFFS' CLAIMS AND BENEFITS OF SETTLEMENT

Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the Derivative Actions and the Litigation Demand have merit, and Plaintiffs' entry into this Settlement is not intended to be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims alleged in the Derivative Actions or the Litigation Demand. Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Derivative Actions and the Litigation Demand against the Individual Defendants through trial(s) and/or potential appeal.

Plaintiffs and Plaintiffs' Counsel have also considered the uncertain outcome and the risk of any litigation, especially in complex matters such as the Derivative Actions and the Litigation Demand, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent problems of proof of, and possible defenses to, the claims asserted in the Derivative Actions and the Litigation Demand, and are mindful that the Ohio Federal and New York State Actions have been dismissed with prejudice. Plaintiffs' Counsel have conducted extensive investigation and analysis, including, *inter alia*: (i) review of AEP's press releases, recorded public statements, U.S. Securities and Exchange Commission ("SEC") filings, and securities analysts' reports and advisories about the Company; (ii) review of relevant business and media reports about the Company; (iii) review and analysis of the filings and pleadings in the Securities Action (defined below); (iv) factual and legal research and analysis conducted in preparing the derivative Complaints; (v) compilation and analysis of data bearing on potential damages and board and executive compensation potentially subject to disgorgement or clawback; (vi) additional factual and legal research and analysis performed in connection with the Plaintiffs' settlement negotiation, including detailed assessments of each claim and potential defenses,

research into corporate governance and oversight best practices generally and among AEP's peer corporations; and (vii) review and analysis of information and documents exchanged with AEP and the Individual Defendants during the course of settlement negotiations.

Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe that the Settlement is fair, reasonable and adequate; confers substantial benefits upon AEP; and would serve the best interests of AEP and its Current Stockholders.

THE INDIVIDUAL DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Individual Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Derivative Actions and the Litigation Demand. The Individual Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them arising out of, based upon, or related to, any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Derivative Actions or Litigation Demand. Without limiting the foregoing, the Individual Defendants have denied and continue to deny, among other things, that they breached their fiduciary duties or any other duty owed to AEP or otherwise engaged in unlawful conduct, or that Plaintiffs or AEP suffered any damage or were harmed as a result of any conduct alleged in the Derivative Actions or in the Litigation Demand. The Individual Defendants have further asserted and continue to assert that at all relevant times they acted in good faith and in a manner they reasonably believed to be in the best interests of AEP.

Nonetheless, the Individual Defendants also have taken into account the expense, uncertainty, and risks inherent in any litigation, especially in complex matters like the Derivative Actions and the Litigation Demand, and recognize that the proposed Settlement would, among

other things: (a) bring to an end the expenses, burdens, and uncertainties associated with the continued litigation of the claims asserted in the Derivative Actions or potential claims arising from the Litigation Demand; (b) finally put to rest the claims asserted in the Derivative Actions or potential claims arising from the Litigation Demand; and (c) confer benefits upon them, including further avoidance of disruption of their duties due to the pendency and defense of the Derivative Actions and the necessity of responding to the Litigation Demand or defending against potential claims arising from it. The Individual Defendants were advised by their own separate counsel in connection with this Settlement and have voluntarily entered into this Settlement.

The Company—consistent with the recommendation of the DRC—has determined that it is in the best interests of AEP for the Derivative Actions and the Litigation Demand, and all of the Settling Parties’ disputes related thereto, including all claims that were or could have been asserted in any court based on the facts alleged in the Derivative Actions and the Litigation Demand, to be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement.

Pursuant to the terms set forth below, this Settlement (including all of the Exhibits hereto) shall in no event be construed as or deemed to be evidence of an admission or concession by the Company or the Individual Defendants with respect to any claim of fault, liability, wrongdoing, or damage whatsoever.

Each of the Settling Parties recognizes and acknowledges that the Derivative Actions and Litigation Demand are being voluntarily settled after each has had the opportunity to obtain the advice of counsel, and that the terms of the Settlement are fair, reasonable, and adequate.

NOW THEREFORE, it is hereby STIPULATED AND AGREED, by and among the Settling Parties through their respective undersigned attorneys and subject to the approval of the

Ohio Federal Court, that, in consideration of the benefits flowing to the Settling Parties from the Settlement, all Released Plaintiffs' Claims as against the Released Defendants' Persons and all Released Defendants' Claims as against the Released Plaintiffs' Persons shall be settled and released, upon and subject to the terms and conditions set forth below.

CERTAIN DEFINITIONS

1. As used in this Settlement and all Exhibits attached hereto and made a part hereof, the following capitalized terms shall have the following meanings:

a. "AEP" or the "Company" means American Electric Power Company, Inc., including, but not limited to, its predecessors, successors, partners, joint ventures, subsidiaries, affiliates, divisions, and assigns.

b. "Complaints" means the operative complaints in the Ohio Federal Action and the Ohio State Action, and what was the operative complaint in the dismissed New York State Action.

c. "Current Stockholder" means any Person or Persons who are record or beneficial owners of AEP common stock as of the close of business on the date of this Settlement, excluding the Individual Defendants and their legal representatives, heirs, successors, or assigns.

d. "Individual Defendants" means Nicholas K. Akins, Brian X. Tierney, Joseph M. Buonaiuto, Thomas E. Hoaglin, David J. Anderson, J. Barnie Beasley, Jr., Ralph D. Crosby, Jr., Art A. Garcia, Linda A. Goodspeed, Sandra Beach Lin, Margaret M. McCarthy, Richard C. Notebaert, Lionel L. Nowell, III, Stephen S. Rasmussen, Oliver G. Richard, III, and Sara Martinez Tucker.

e. "Defendants' Counsel" means (1) Jenner & Block LLP, counsel for nominal defendant AEP and Individual Defendants Nicholas K. Akins, Brian X. Tierney, Joseph M.

Buonaiuto, Thomas E. Hoaglin, David J. Anderson, J. Bernie Beasley, Jr., Ralph D. Crosby, Jr., Art A. Garcia, Linda A. Goodspeed, Sandra Beach Lin, Margaret M. McCarthy, Richard C. Notebaert, Lionel L. Nowell, III, Stephen S. Rasmussen, Oliver G. Richard, III, and Sara Martinez Tucker; and (2) for purposes of advising the Individual Defendants in connection with the Settlement, including Exhibits: (i) Davis Polk & Wardwell LLP, counsel for Individual Defendant Nicholas K. Akins; (ii) Sidley Austin LLP for Individual Defendant Brian X. Tierney; and (iii) Dechert LLP, counsel for Individual Defendants Joseph M. Buonaiuto, Thomas E. Hoaglin, David J. Anderson, J. Bernie Beasley, Jr., Ralph D. Crosby, Jr., Art A. Garcia, Linda A. Goodspeed, Sandra Beach Lin, Margaret M. McCarthy, Richard C. Notebaert, Lionel L. Nowell, III, Stephen S. Rasmussen, Oliver G. Richard, III, and Sara Martinez Tucker.

f. “Derivative Actions” means the Ohio Federal Action, the Ohio State Action, and the New York State Action.

g. “Effective Date” means the first date by which all of the events and conditions specified in paragraph 18 of this Settlement have been met and have occurred or have been waived.

h. “Final Order and Judgment” means the final order and final judgment to be entered by the Ohio Federal Court approving the Settlement and dismissing the Ohio Federal Action with prejudice, substantially in the form attached hereto as Exhibit E.

i. “Fee and Expense Amount” means Four Hundred and Fifty Thousand Dollars (\$450,000.00).

j. “Final” with respect to the Final Order and Judgment or any other court order listed in paragraph 20 means: (i) if no appeal is filed, the expiration date of the time for filing or noticing of any appeal of the Final Order and Judgment or any other court order listed in

paragraph 20; or (ii) if there is an appeal from the Final Order and Judgment or any other court order listed in paragraph 20, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari or otherwise, or (b) the date the Final Order and Judgment or any other court order listed in paragraph 20 is finally affirmed on appeal, the expiration of the time to file a petition for a writ of certiorari or other form of review, or the denial of a writ of certiorari or other form of review, and, if certiorari or other form of review is granted, the date of final affirmance following review pursuant to that grant. However, any appeal or proceeding seeking subsequent judicial review pertaining solely to an order issued with respect to attorneys' fees or expenses shall not in any way delay or preclude the Final Order and Judgment from becoming Final.

k. "Irrevocable Withdrawal" with respect to the Litigation Demand means withdrawal of the Litigation Demand with prejudice and with agreement not to make another demand concerning the same facts, circumstances, subject matters, and/or any Released Claims, including Unknown Claims.

l. "Litigation Demand" means the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric Power Company, Inc.*, submitted by stockholder David Speiser.

m. "Mediator" means Catherine G. Geyer, Chief Circuit Mediator of the Sixth Circuit Mediation Office.

n. "New York State Action" means the stockholder derivative action captioned *Speiser v. Akins, et al.*, Index No. 605225/2021, previously pending in the New York Supreme Court for New York County.

o. "Notice" means the notice of (i) the proposed settlement of the Derivative

Actions; (ii) Settlement Hearing; and (iii) an award of attorneys' fees and litigation expenses, substantially in the form attached hereto as Exhibit C.

p. "Ohio Federal Action" means the stockholder derivative action captioned *In re AEP Stockholder Derivative Litigation*, Master File 2:21-cv-00163-SDM, pending in the Ohio Federal Court.

q. "Ohio Federal Court" means the United States District Court for the Southern District of Ohio.

r. "Ohio State Action" means the stockholder derivative action captioned *Jones v. Akins, et al.*, Case No. 21CV000853, pending in the Ohio State Court.

s. "Ohio State Action Proposed Dismissal Order" means the order, substantially in the form attached hereto as Exhibit F, to be entered by the Ohio State Court dismissing the Ohio State Action with prejudice.

t. "Ohio State Court" means the Court of Common Pleas for Franklin County, Ohio.

u. "Plaintiffs" means the Ohio Federal Action Plaintiff Robert Reese, the Ohio State Action Plaintiff Darryl Jones, and the New York State Action Plaintiff and Litigation Demand stockholder David Speiser.

v. "Plaintiffs' Counsel" means Glancy Prongay & Murray LLP, Robbins LLP, Pomerantz LLP, Shaye Fuchs, Esq., Gainey McKenna & Egleston, Law Offices of Alfred G. Yates, PC, Law Offices of John C. Camillus, LLC., Biller & Kimble, LLC, Barr Law Group, Mordarski Law, and Strauss Troy Co., LPA.

w. "Preliminary Approval Order" means the order, substantially in the form attached hereto as Exhibit B, to be entered by the Ohio Federal Court preliminarily approving the

Settlement and directing notice of the Settlement.

x. “Released Claims” means each and any of the Released Defendants’ Claims and each and any of the Released Plaintiffs’ Claims.

y. “Released Defendants’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, 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 in the Derivative Actions or Litigation Demand, except for claims relating to the enforcement of the Settlement.

z. “Released Defendants’ Persons” means the Individual Defendants, any other individual named as a defendant in any complaint filed in any of the Derivative Actions, the Company, and any entity in which the Company has a controlling interest, as well as their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, committees, joint ventures, trustees, trusts, employees, immediate family members, heirs, insurers and reinsurers (in their capacities as such), and consultants, experts, and attorneys.

aa. “Released Plaintiffs’ Claims” means any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under federal, state, local, statutory, regulatory, common, foreign or other law or rule, that Plaintiffs derivatively on behalf of the Company, or any other Current Stockholder derivatively on behalf of the Company (i) asserted in the Complaints or raised in the Litigation Demand or (ii) could have asserted on behalf of the Company that in any way are based on, arise from or relate to the allegations, transactions, facts, matters, disclosures or nondisclosures set forth in the Complaints or raised in the Derivative Actions or the Litigation Demand, including but not limited to the

conduct, actions, inactions, deliberations, votes, statements or representations of any Released Defendants' Persons. For the avoidance of doubt, this release will not cover, include, or release (i) any direct claims of Plaintiffs or any other Current Stockholder; (ii) any claims relating to the enforcement of the Settlement; (iii) any claims, including Unknown Claims, that the Company may have against any officers or employees that are not premised on an allegation that the Company or one of the Company's current or former officers, employees or agents knew, or were reckless in not knowing, that money the Company donated to EOE might be used, directly or indirectly, to support Larry Householder's bribery scheme; or (iv) any claims, including any Unknown Claims, that the Company may have relating to or arising out of, directly or indirectly, any future claims brought by the SEC Division of Enforcement relating to the investigation that the Company disclosed in its quarterly and annual reports filed with the SEC, including in its Form 10-Qs dated July 22, 2021 and October 27, 2022, and Form 10-K dated February 26, 2024.

bb. "Released Plaintiffs' Persons" means Plaintiffs, Plaintiffs' Counsel, Plaintiffs' estates, and any entity in which any Plaintiff has a controlling interest, as well as their respective current and former parents, affiliates, subsidiaries, officers, directors, agents, successors, predecessors, assigns, assignees, partnerships, partners, committees, joint ventures, trustees, trusts, employees, immediate family members, heirs, insurers and reinsurers (in their capacities as such), consultants, experts, and attorneys.

cc. "Releases" means the releases set forth in paragraphs 4-7 of this Settlement.

dd. "Securities Action" means *Nickerson v. American Electric Power Company, Inc., et al.*, Case No. 2:20-cv-04243 filed on August 20, 2020 in the United States District Court for the Southern District of Ohio.

ee. "Settlement Hearing" means the hearing set by the Ohio Federal Court to,

among other things, consider final approval of the Settlement.

ff. “Settling Parties” means Plaintiffs, the Individual Defendants, and the Company.

gg. “Summary Notice” means the Summary Notice of (i) the proposed settlement of the Derivative Actions; (ii) Settlement Hearing; and (iii) an award of attorneys’ fees and litigation expenses, substantially in the form attached hereto as Exhibit D.

hh. “Unknown Claims” means any Released Plaintiffs’ Claims which any Plaintiff, the Company, or any other Current Stockholder does not know or suspect to exist in its favor at the time of the release of such claims, and any Released Defendants’ Claims which any Individual Defendant or the Company does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs, the Individual Defendants, and the Company shall expressly waive, and each other Current Stockholder shall be deemed to have waived, and by operation of law and pursuant to the Final Order and Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, 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 Company, the Individual Defendants, and Plaintiffs acknowledge, and each other Current Stockholder shall be deemed by operation of law and of the Final Order and Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

SETTLEMENT CONSIDERATION

2. In consideration for the full settlement and release of all Released Plaintiffs' Claims against the Released Defendants' Persons and the dismissal with prejudice of the Derivative Actions and Irrevocable Withdrawal of the Litigation Demand on the terms and conditions set forth in this Settlement, the Company agrees to implement the corporate governance reforms set forth in Exhibit A hereto ("Reforms") not later than thirty (30) business days following the Effective Date of this Settlement, unless previously implemented or otherwise specified in Exhibit A hereto. Unless otherwise specified, each of the provisions of Exhibit A shall remain binding on the Company for no less than five (5) years following the Effective Date.

BOARD ACKNOWLEDGMENT

3. AEP hereby acknowledges that: (a) Plaintiffs' litigation and settlement efforts were a substantial and material cause of the Company's decision to adopt, implement, and maintain the Reforms; (b) the Reforms confer a substantial benefit upon the Company and its Current Stockholders; and (c) the Settlement is fair, adequate, reasonable, and in the best interests of the Company and its Current Stockholders.

RELEASE OF CLAIMS

4. The obligations incurred pursuant to this Settlement are in consideration of the full and final disposition of the Derivative Actions and Litigation Demand and the Releases provided for herein.

5. Pursuant to the Final Order and Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs, on behalf of themselves and the Current Stockholders, and the Company shall be deemed to have, and by operation of law and of the Final Order and Judgment, shall have, fully, finally, and forever discharged, relinquished, settled, and released any and all of the Released Plaintiffs' Claims against each and all of the Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal, or forum asserting any of the Released Plaintiffs' Claims against any of the Released Defendants' Persons. This Release shall have res judicata, collateral estoppel, and all other preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Defendants' Persons.

6. Pursuant to the Final Order and Judgment, without further action by anyone, upon the Effective Date of the Settlement, the Individual Defendants and the Company shall be deemed to have, and by operation of law and of the Final Order and Judgment, shall have, fully, finally, and forever discharged, relinquished, settled, and released any and all of the Released Defendants' Claims against each and all of the Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal, or forum asserting any of the Released Defendants' Claims against any of the Released Plaintiffs' Persons. This Release shall have res judicata, collateral estoppel, and all other preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings involving any of the Released Plaintiffs' Persons.

7. Notwithstanding Paragraphs 5-6 above, nothing in the Final Order and Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of this

Settlement or the Final Order and Judgment.

PRELIMINARY APPROVAL ORDER AND NOTICE

8. Within thirty (30) business days of execution of this Settlement, Plaintiffs will move the Ohio Federal Court for an indicative ruling regarding preliminary approval of the Settlement, preliminary approval of the Settlement, authorization to provide notice of the Settlement, and the scheduling of a hearing for consideration of final approval of the Settlement, which motion shall be unopposed by the Individual Defendants and the Company. If the Ohio Federal Court grants the motion for an indicative ruling, Plaintiff Reese shall move the Sixth Circuit for a limited remand to allow the Ohio Federal Court to consider the Settlement, which motion shall be unopposed by the Individual Defendants and the Company. If the Sixth Circuit grants the limited remand, within three business days after the Sixth Circuit's order, the Plaintiffs shall provide notice of such remand to the Ohio Federal Court. Concurrently with the motion for preliminary approval, Plaintiffs will apply to the Ohio Federal Court for, and the Individual Defendants and the Company will not oppose, entry of the Preliminary Approval Order, substantially in the form attached hereto as Exhibit B.

9. In accordance with the terms of the Preliminary Approval Order to be entered by the Ohio Federal Court, no later than ten (10) business days after the date of entry of the Preliminary Approval Order the Company shall: (a), with Plaintiffs' assistance, cause the publication of the Summary Notice, substantially in the form attached hereto as Exhibit D, once in *Investor's Business Daily* or similar publication; (b) post the Notice, substantially in the form attached hereto as Exhibit C, and this Settlement on the "Investor Relations" portion of the Company's website, which documents shall remain posted thereto through the Effective Date of the Settlement; and (c) file with the SEC a Form 8-K acknowledging the Settlement and directing

investors to the website posting. The Company shall pay those costs related to the Notice described in this paragraph.

DISMISSAL OF THE DERIVATIVE ACTIONS

10. If the Settlement is approved by the Ohio Federal Court, the parties to the Ohio Federal Action shall request that the Ohio Federal Court enter the proposed Final Order and Judgment, substantially in the form attached hereto as Exhibit E, which will, among other things, finally approve the proposed Settlement and dismiss the Ohio Federal Action with prejudice. The proposed Final Order and Judgment will also contain a statement to reflect compliance with Rule 11 of the Federal Rules of Civil Procedure by the parties to the Ohio Federal Action.

11. Within ten (10) business days of final approval of the Settlement by the Ohio Federal Court, (a) Plaintiff Jones shall move to dismiss the Ohio State Action with prejudice, which motion shall be unopposed by the Individual Defendants and the Company; (b) Plaintiff Jones shall file the Ohio State Action Proposed Dismissal Order with the Ohio State Court; and (c) Plaintiff Reese shall move the Sixth Circuit to dismiss the Appeal with prejudice, which motion shall be unopposed by the Individual Defendants and the Company.

12. The Settling Parties agree to work collaboratively and in good faith in jointly seeking the dismissals of the Ohio Federal Action and the Ohio State Action, including in seeking appellate relief if a motion for dismissal is denied.

ATTORNEYS' FEES AND LITIGATION EXPENSES

13. After negotiating certain key terms of the Settlement, subject to agreement on final documentation, Plaintiffs' Counsel, Defendants' Counsel at Jenner & Block, and counsel for AEP's insurers, with the assistance of the Mediator, separately negotiated the attorneys' fees and expenses to be paid to Plaintiffs' Counsel. In light of the substantial benefits conferred upon AEP

and its Current Stockholders by Plaintiffs' Counsel's efforts, AEP, acting by and through its Board, has agreed that AEP through its Directors & Officers insurer shall cause to be paid to Plaintiffs' Counsel the Fee and Expense Amount of Four Hundred and Fifty Thousand Dollars (\$450,000.00) in attorneys' fees and expenses, subject to Ohio Federal Court approval, dismissal with prejudice of the Ohio State Action, and Irrevocable Withdrawal of the Litigation Demand.

14. AEP and/or AEP's insurer shall cause the separately negotiated Fee and Expense Amount to be paid within thirty (30) days of the occurrence of the events described in paragraph 18(a)-(f) (defining the Effective Date), via either a paper check or a wire transfer, into an account identified by Glancy Prongay & Murray LLP, subject to Plaintiffs' Counsel's timely transmission of wire instructions, check payee(s) information, and tax identification numbers.

15. Plaintiffs' Counsel may apply to the Ohio Federal Court for service awards of up to two thousand five hundred dollars (\$2,500.00) for each of the Plaintiffs, to be paid out of the Fee and Expense Amount. The Ohio Federal Court's decision regarding whether to approve any requested service award, in whole or in part, shall have no effect on the Settlement. Neither the Individual Defendants nor the Company take a position with respect to the service awards. Neither AEP nor any of the Individual Defendants shall be liable for any portion of any service award approved by the Ohio Federal Court.

16. The Fee and Expense Amount shall constitute the final and complete payment by AEP, AEP's insurer(s), and/or the Individual Defendants for Plaintiffs' Counsel's attorneys' fees and expenses that have been incurred or will be incurred in connection with the Derivative Actions or the Litigation Demand. Plaintiffs' Counsel expressly release any claim to future attorneys' fees or expenses for any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, that relate to the allegations, transactions, facts, matters,

disclosures or nondisclosures set forth in the Complaints or raised in the Derivative Actions or the Litigation Demand, including but not limited to the conduct, actions, inactions, deliberations, votes, statements or representations of any Released Defendants' Person.

17. Plaintiffs' Counsel shall allocate the Fee and Expense Amount among themselves. Plaintiffs' Counsel agree that any disputes regarding the allocation of the Fee and Expense Amount among them shall be presented to and be mediated, and, if necessary, finally decided and resolved, by the Mediator on the terms and subject to the processes and procedures set forth by the Mediator. The Mediator's fees and costs for any such mediation and/or arbitration shall be borne solely by Plaintiffs' Counsel and allocated among Plaintiffs' Counsel by agreement or as finally determined by the Mediator. The Company and the Individual Defendants shall have no responsibility for, and no liability with respect to, the allocation of the attorneys' fees awarded among Plaintiffs' Counsel and/or to any other person who may assert any claim thereto. Any dispute regarding any allocation of fees or expenses among Plaintiffs' Counsel shall have no effect on the Settlement.

CONDITIONS OF SETTLEMENT AND EFFECT OF TERMINATION

18. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events:

a. The Ohio Federal Court has entered the Preliminary Approval Order, substantially in the form set forth in Exhibit B attached hereto;

b. Plaintiffs have not exercised their option to terminate the Settlement pursuant to paragraph 20 below;

c. The Individual Defendants or the Company have not exercised their option to terminate the Settlement pursuant to paragraph 20 below;

d. The Ohio Federal Court has approved the Settlement as described herein,

following notice to stockholders entitled to such notice and a hearing, and entered the Final Order and Judgment, substantially in the form set forth in Exhibit E attached hereto, and the Final Order and Judgment has become Final;

e. The Sixth Circuit has dismissed the Appeal; and

f. The Ohio State Court has dismissed with prejudice the Ohio State Action.

19. The Settlement shall not be conditioned upon the obtaining of, or judicial approval of, any releases between or among any Individual Defendants and/or any third parties. The Settlement shall also not be conditioned upon the settlement or dismissal, or the approval of the settlement or dismissal, of any other lawsuits or claims except as described herein.

20. Plaintiffs (provided they unanimously agree amongst themselves), on the one hand, and the Individual Defendants and the Company (provided they unanimously agree amongst themselves), on the other hand, shall each have the right to terminate the Settlement, by providing written notice of their election to do so to the other Settling Parties within thirty (30) calendar days of: (a) the Ohio Federal Court's Final refusal to provide an indicative ruling; (b) the Sixth Circuit's Final denial of a limited remand of the Appeal; (c) the Ohio Federal Court's Final refusal to enter the Preliminary Approval Order in any material respect; (d) the Ohio Federal Court's Final refusal to approve the Settlement or any material part thereof; (e) the Ohio Federal Court's Final refusal to enter the Final Order and Judgment in any material respect as to the Settlement; (f) the Ohio State Court's Final refusal to dismiss the Ohio State Action with prejudice; (g) the Sixth Circuit's Final refusal to dismiss the Appeal; or (h) the date upon which an order vacating, modifying, revising, or reversing the Final Order and Judgment becomes Final. If such written notice is provided pursuant to the preceding sentence, the provisions of paragraph 21 below shall apply. In addition, Plaintiffs (provided they unanimously agree amongst themselves) shall have the right to

terminate the Settlement if the Fee and Expense Amount is not paid to Plaintiffs' Counsel in accordance with the provisions of paragraph 14 above. However, any decision or proceeding, whether in the Ohio Federal Court, the Ohio State Court, or any appellate court, solely with respect to an application for an award of attorneys' fees, litigation expenses, or a service award shall not be considered material to the Settlement, shall not affect the finality of the Final Order and Judgment, and shall not be grounds for termination of the Settlement.

21. In the event the Settlement is terminated pursuant to paragraph 20 above, then: (a) the Settlement shall be canceled; (b) the Settling Parties shall each revert to their respective litigation positions in their respective Derivative Actions as of immediately prior to reaching an agreement in principle on November 14, 2023; (c) the terms and provisions of this Settlement, with the exception of this paragraph 21 hereof, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Derivative Actions, the Litigation Demand, or in any other proceeding for any purpose, and the Settling Parties shall proceed in all respects as if this Settlement had not been agreed upon; (d) the Final Order and Judgment and any other order entered by the Ohio Federal Court or the Ohio State Court in accordance with the terms of this Settlement shall be treated as vacated, *nunc pro tunc*; and (e) any Fee and Expense Amount paid shall be promptly returned to the Company and/or insurers who made such payment.

NO ADMISSION OF WRONGDOING

22. The Individual Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever in the Derivative Actions and the Litigation Demand. Nothing in this Settlement is an admission or acknowledgement by the Company of any fault, wrongdoing, or deficiency in its oversight or controls.

23. Neither this Settlement (whether or not consummated), including the Exhibits

hereto, the negotiations leading to the execution of this Settlement, nor any proceedings taken pursuant to or in connection with this Settlement, and/or approval of the Settlement (including any arguments proffered in connection therewith):

a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Derivative Actions, the Litigation Demand, or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, 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 Settlement;

b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaints would not have exceeded the Fee and Expense Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, 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 Settlement; or

c) shall be construed against any of the Released Defendants' Persons or the

Released Plaintiffs' Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been recovered after trial; *provided, however*, that if this Settlement is approved by the Ohio Federal Court, the Settling Parties and the Released Defendants' Persons, the Released Plaintiffs' Persons, and their respective counsel may refer to this Settlement to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

MISCELLANEOUS PROVISIONS

24. All of the Exhibits attached hereto are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Settlement and the terms of any Exhibit attached hereto, the terms of the Settlement shall prevail.

25. Each of the Settling Parties agree that, throughout the course of the Derivative Actions and Litigation Demand, all parties and their counsel complied fully with the strictures of Rule 11 of the Federal Rules of Civil Procedure, and all similar state law provisions, including without limitation Ohio Civ. R. 11, and no Settling Party shall assert any claims of any violation of Rule 11 of the Federal Rules of Civil Procedure, or any similar state law provisions, including without limitation Ohio Civ. R. 11, relating to the institution, prosecution, defense, or settlement of the Derivative Actions or Litigation Demand.

26. The Settling Parties agree that the Settlement consideration and the other terms of the Settlement were negotiated at arm's length and in good faith by the Settling Parties, including through a mediation process supervised and conducted by the Mediator, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective

clients' claims or defenses.

27. The Individual Defendants, the Company, and their respective counsel, shall not make any public statement (whether or not for attribution) that the Derivative Actions or Litigation Demand were commenced or prosecuted in bad faith, nor will they deny that the Derivative Actions or Litigation Demand are being settled voluntarily after consultation with competent legal counsel. Plaintiffs, the Individual Defendants, the Company, and their respective counsel, shall not suggest that the Settlement constitutes an admission of any claim or defense asserted in the Derivative Actions or Litigation Demand.

28. Nothing in this Agreement shall be construed to limit the Company's ability to make such disclosures regarding the Settlement as it believes are required or advisable, including without limitation under the securities laws and other disclosure requirements applicable to the Company. Nothing in this Agreement shall be construed to limit the Company's or the Individual Defendants' ability to publicly state that they believe the Derivative Actions and the Litigation Demand lack merit.

29. The terms of the Settlement may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Settling Parties (or their successors-in-interest).

30. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.

31. The Settling Parties submit to the jurisdiction of the Ohio Federal Court for purposes of approving and enforcing the Settlement. The administration and consummation of the Settlement shall be under the authority of the Ohio Federal Court, and the Ohio Federal Court shall retain jurisdiction for the purpose of: (a) entering orders providing the Fee and Expense Amount

to Plaintiffs' Counsel and (b) enforcing the terms of this Settlement.

32. The waiver by one Settling Party of any breach of this Settlement by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement.

33. This Settlement and its Exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and its Exhibits. All Settling Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Settling Party concerning this Settlement and its Exhibits other than those contained and memorialized in such documents.

34. This Settlement may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

35. This Settlement shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including any and all Released Plaintiffs' Persons and Released Defendants' Persons and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate, or reorganize.

36. The construction, interpretation, operation, effect and validity of this Settlement, 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.

37. Except as otherwise provided herein, any action arising under or to enforce this Settlement or any portion thereof, shall be commenced only in the Ohio Federal Court.

38. This Settlement shall not be construed more strictly against one Settling Party than

another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Settling Parties, it being recognized that it is the result of arm's-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Settlement.

39. All counsel and any other person executing this Settlement and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Settlement to effectuate its terms.

40. The Settling Parties agree to cooperate fully with one another and to use best efforts to obtain the occurrence of the events necessary to trigger the Effective Date. The Settling Parties further agree that, pending final approval of the Settlement and triggering of the Effective Date, they shall not prosecute any of the Derivative Actions or the Litigation Demand and agree to oppose any such prosecution by any non-Settling Party, except to take any steps necessary to effectuate this Settlement. The Settling Parties agree to work collaboratively and in good faith if any joint motion for a stay is denied while any other deadline is approaching or coming due.

41. If any Settling Party is required to give notice to another Settling Party under this Settlement, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or facsimile or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Plaintiffs or Plaintiffs' Counsel:

GLANCY PRONGAY & MURRAY LLP
Matthew M. Houston, Esq.
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If to Individual Defendants' and/or AEP's Counsel:

JENNER & BLOCK LLP
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353 North Clark Street
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JMcCall@jenner.com
NAllen@jenner.com
GGillett@jenner.com

42. Except as otherwise provided herein, each Settling Party shall bear its own costs. Nothing herein shall prevent the Company from indemnifying any Individual Defendant consistent with Company bylaws as set forth pursuant to a separate written agreement.

43. Whether or not the Settlement is approved by the Ohio Federal Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Settlement confidential, unless disclosure is otherwise required by law or regulation.

44. Subject to applicable court rules, all agreements made and orders entered during the course of the Derivative Actions or the Litigation Demand relating to the confidentiality of information shall survive this Settlement.

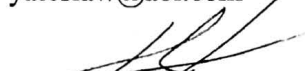
IN WITNESS WHEREOF, the Settling Parties have caused this Settlement to be executed, by their duly authorized attorneys, as of April 30, 2024.

Respectfully submitted,

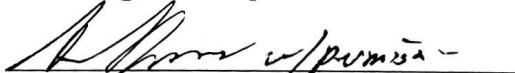


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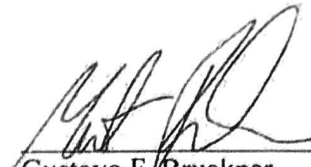


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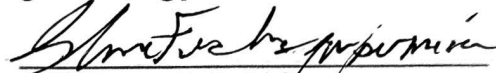


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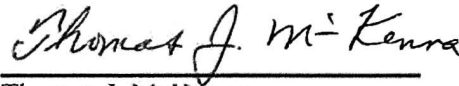


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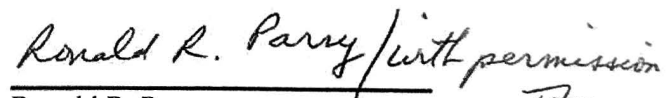


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Counsel for Plaintiff in the Ohio State Action

/s/ J. Kevin McCall

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EXHIBITS

Exhibit A	Governance Reforms
Exhibit B	Preliminary Approval Order
Exhibit C	Notice of Settlement
Exhibit D	Summary Notice
Exhibit E	Final Order and Judgment
Exhibit F	Ohio State Action Proposed Dismissal Order

EXHIBIT A

Pursuant to the Stipulation and Agreement of Settlement, dated as of April 30, 2024, this document (“Exhibit A”) reflects the corporate governance changes that American Electric Power Company, Inc. (“AEP” or “Company”) agrees to implement not later than thirty (30) business days following the Effective Date of the Settlement, unless such reforms have been implemented prior to the Effective Date, and have them remain in effect for no less than five years.

Corporate Governance Reforms:

1. The Committee on Directors and Corporate Governance (“Corporate Governance Committee”) shall have oversight over political engagement activities conducted by AEP, as described specifically in AEP’s Political Engagement Policy. Any political contributions or expenditures shall reflect the interests of the Company, as an entity, and not those of its individual officers or directors. Any such contributions or expenditures shall be in compliance with applicable laws, rules and regulations as in effect from time to time.
2. The Company has created the title of “Chief Compliance Officer – Political Engagement” who is the representative within the AEP legal department designated by AEP’s Chief Compliance Officer to review and approve requests subject to AEP’s Political Engagement Policy. That position and those duties shall be specified in AEP’s Political Engagement Policy as published on the Company’s website.
3. The Company shall provide a report beginning in 2024 that reflects the Company’s use of corporate funds for political contributions or expenditures or for payments to certain tax-exempt organizations that the Company understands may use such payments for political or lobbying activities (“Political Engagement Report”). The Political Engagement Report shall be posted in a conspicuous place on AEP’s website, shall be issued semi-annually, and shall address:
 - a. AEP’s policies for making, with corporate funds or assets, contributions and expenditures to (1) participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office; (2) political action committees; (3) state and local political parties and party committees; (3) groups organized under Section 527 of the Internal Revenue Code; (4) state or local ballot initiatives or referenda; (5) independent expenditure-only committees (“Super PACs”); and (6) independent expenditures on communications that expressly advocate for the election or defeat of a clearly identified candidate, referendum or ballot issue.
 - b. A summary of AEP’s monetary and non-monetary contributions and expenditures used in the manner described in Section 3(a) above, including the identity of the recipient as well as the amount paid to each.
 - c. A summary of AEP’s nondeductible membership dues paid to trade associations (organized under Section 501(c)(6)), to the extent that AEP pays dues of \$25,000 or more each year to such an organization and the organization informs AEP that

a portion of such dues is not deductible under the Internal Revenue Code because they are attributable to lobbying or political expenditures.

- d. A summary of AEP's contributions or payments of \$5,000 or more made to 501(c)(4) social welfare organizations.

The Political Engagement Report shall include information describing where information related to the Company's lobbying activities is publicly available. Each Political Engagement Report will be available on AEP's website for at least five years before it is removed. The management-level Disclosure Committee or a subcommittee thereof and the Chief Compliance Officer responsible for political engagement shall review the Political Engagement Report before it is made available publicly.

4. In accordance with its Political Engagement Policy, AEP shall disclose publicly the titles of positions at AEP that have the authority to approve contributions or expenditures that are included within the scope of Section 3, above.
5. The Corporate Governance Committee shall, at least twice per year, review a summary of all contributions or expenditures made by AEP that are included within the scope of Section 3, above.
6. AEP's Speak Up Policy shall be posted in a conspicuous place on AEP's website.
7. The Corporate Governance Committee charter shall be amended to include reports to the Corporate Governance Committee, twice a year, by the Chief Compliance Officer on the AEP Compliance Program.
8. AEP shall amend the charter of the management-level Disclosure Committee, which charter shall set forth the duties and responsibilities of that Committee. The charter will be approved by senior management and ratified by the Audit Committee of the AEP Board. A copy of the amended charter is included as Exhibit A1.
9. AEP has adopted the Ethics & Compliance Program Charter attached as Exhibit A2.
10. Any contribution made by the Company without authorization by the appropriate person(s) pursuant to the Political Engagement Policy, as discussed in paragraph 4 above, shall be promptly reported to the Corporate Governance Committee.
11. Each member of the Board shall annually participate in continuing education: (1) designed for directors of publicly traded companies; (2) addressing risks, public policy or industry-wide issues, or governance items relevant to the Company; or (3) that otherwise enhances their performance as a director of the Company.
12. Annual training on the AEP Principles of Business Conduct shall be mandatory for all officers and employees of AEP. In the event a person is appointed or hired after the annual training for a particular year, training shall be completed for such individual within 90 days.
13. AEP shall acknowledge and agree that the filing, pendency, and settlement of *In re AEP Stockholder Deriv. Litig.*, Master File No. 2:21-cv-163 (S.D. Ohio) ("Ohio Federal Action"), the derivative action pending in the Court of Common Pleas, Franklin County,

Ohio captioned *Jones v. Akins, et al.*, Case No. 21CV000853 (the “Ohio State Action”), and the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric Power Company, Inc.* sent by David Speiser (collectively with the Ohio Federal Action and the Ohio State Action, the “Derivative Actions”) were a substantial and material cause of the Company’s decision to adopt, implement, and maintain the Governance Changes, and that the Governance Changes confer a substantial benefit upon the Company and its shareholders.

EXHIBIT A1

AMERICAN ELECTRIC POWER COMPANY, INC. DISCLOSURE COMMITTEE CHARTER

This Disclosure Committee Charter (the “Charter”) has been adopted by the Chief Executive Officer and the Chief Financial Officer (the “Senior Officers”) of American Electric Power Company, Inc. (the “Company”) and ratified by the Audit Committee of the Company’s Board of Directors (the “Audit Committee”).

I. PURPOSE

It is the Company’s policy that all disclosures made by the Company to its security holders or the investment community should be accurate and complete and fairly present the Company’s financial condition and results of operations in all material respects and should be made on a timely basis as required by applicable laws and stock exchange requirements.

Subject to the guidance and supervision of the Senior Officers, the Disclosure Committee (the “Committee”) shall:

- A. Design, establish and maintain controls and other procedures (the “Disclosure Controls and Procedures”) to ensure that:
 - (i) information required to be disclosed in the reports and statements filed by the Company pursuant to the Securities Exchange Act of 1934, as amended (the “Exchange Act”), is recorded, processed, summarized and reported in conformity with, and within the time periods specified by, the Exchange Act and the applicable rules and forms of the Securities and Exchange Commission (the “SEC”);
 - (ii) information required to be disclosed in registration statements and prospectuses filed by the Company pursuant to the Securities Act of 1933, as amended (the “Securities Act”), is recorded, processed, summarized and disclosed in conformity with the Securities Act and the applicable rules and forms of the SEC;
 - (iii) information (i) included in the documents identified in clauses A(i) and A(ii) and (ii) in private offering memoranda, as well as other written information and presentations that the Company will disclose to the investment community, analysts, ratings agencies, and lenders to the extent any such documents contain material information that has not previously been disclosed to the public (“Other Disclosure Materials” and, collectively with the documents in clause (i) hereof, “Disclosure Documents”) is recorded, processed, summarized and disclosed so that:
 - (a) Disclosure Documents do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made therein, in light of the circumstances under which such statements were made, not misleading; and
 - (b) any financial statements and other financial information included in Disclosure Documents fairly present in all material

respects the financial condition, results of operations and cash flows of the Company as of and for the periods presented therein; and

- (iv) information to be included in any Disclosure Document is communicated to the Company's management, including, without limitation, the Senior Officers or the relevant subcommittee, as appropriate to allow timely decisions regarding required disclosure.
- B. Evaluate and advise on the effectiveness of the Disclosure Controls and Procedures as of the end of the period covered by each Annual Report on Form 10-K and each Quarterly Report on Form 10-Q.
- C. Design, establish and maintain a process pursuant to which the Committee or the relevant subcommittee shall be responsible for overseeing and approving the disclosure included in the Disclosure Documents.
- D. Maintain written records of the Disclosure Controls and Procedures followed in connection with the preparation and approval of Disclosure Documents.
- E. Review disclosure policies for the Company's website.
- F. Undertake any other responsibilities delegated to it from time to time by any Senior Officer to assist that Senior Officer in fulfilling his or her responsibility for oversight of compliance with the Disclosure Controls and Procedures.

Any duties or responsibilities assigned to the Committee may be delegated to one or more of the subcommittees set forth herein or such other persons as deemed appropriate by the Senior Officers or the Committee, as the case may be.

In discharging its duties, the Committee shall have access to all Company books, records, facilities and personnel, as well as the Company's outside auditors and outside counsel.

II. COMPOSITION AND QUALIFICATIONS

- A. The membership of the Committee shall consist of the Company's:
 - Chief Financial Officer
 - General Counsel
 - Chief Accounting Officer
 - Executive Vice President – Utilities or such other officer performing the functions thereof
 - Executive Vice President – Energy Services or such other officer performing the functions thereof
 - Executive Vice President responsible for Governmental Affairs
 - Vice President - Audit Services
 - Assistant Controller – Financial Reporting
 - Associate General Counsel – Finance & Compliance

Such members may be replaced, or new members added, at any time and from time to time by the Senior Officers.

The Company's General Counsel shall serve as chair. The chair shall be responsible for scheduling and presiding over meetings.

The Senior Officers at their option may from time to time assume any or all of the responsibilities of the Committee or any subcommittee set forth in this Charter or may appoint two or more members to approve Disclosure Documents when time or other circumstances do not permit the full Committee or subcommittee to approve, all in order to ensure compliance with the objectives stated in clause A. above.

The Committee shall meet regularly and shall meet with the Chief Executive Officer as necessary, appropriate, or desirable to discharge the responsibilities set forth in this Charter; provided, however, that the Committee shall meet with the Chief Executive Officer no less than quarterly to review the Company's periodic reports prior to their filing with the SEC. Any action by the Senior Officers or the Committee or any subcommittee may be taken by written action in lieu of a meeting, including via email and other means of electronic communication.

No member of the Committee shall receive compensation for serving on the Committee.

- B. The Committee has the authority to create and change subcommittees and working groups as it deems appropriate, for the purpose of fulfilling the Committee's responsibilities. The responsibilities of such subcommittees and working groups shall be designated by the Committee. Members may be added to or removed from subcommittees or working groups by the Senior Officers or the Committee.

In this regard, the following subcommittees and working groups of the Disclosure Committee have been established with the enumerated responsibilities for reviewing and approving disclosure and developing disclosure policies and procedures in the following areas:

Subcommittee	Members	Responsibility
Executive Compensation Disclosure	Chief Human Resources Officer (Chair), Associate General Counsel – Finance and Compliance, Director – Compensation and Benefits, Executive Compensation Consultant Senior	Compliance with SEC disclosure rules relating to executive compensation, including annual preparation of the Compensation Discussion and Analysis; evaluate the effectiveness of the Disclosure Controls relating to executive compensation
Proxy Statement (other than executive compensation)	General Counsel, Associate General Counsel – Finance and Compliance (Chair), Director – Compensation and Benefits, Executive Compensation Consultant Senior	Compliance with SEC disclosure rules relating to the proxy statement (other than executive compensation); evaluate the effectiveness of the Disclosure Controls relating to the proxy statement (other than executive compensation)

8-K Filings and press releases that include financial information	Chief Financial Officer, General Counsel, Chief Accounting Officer, Assistant Controller – Financial Reporting, Associate General Counsel – Finance and Compliance (Chair) (except as such distribution is otherwise limited in the discretion of the General Counsel)	Compliance with the disclosure requirements relating to Current Reports on Form 8-K; communicate with senior executives regarding matters relating to Current Reports on Form 8-K
Registration Statements, Prospectuses and Offering Memoranda	Senior Vice President – Treasury and Risk (Chair), Chief Accounting Officer, Assistant Treasurer, Associate General Counsel – Finance and Compliance, Senior Counsel – Finance and Compliance	Compliance with disclosure requirements relating to (i) registration statements filed with the SEC (including on Forms S-3, S-4, and S-8), (ii) registered securities offerings, and (iii) other lender presentations
Other Disclosure Materials	Senior Vice President – Treasury and Risk, Chief Accounting Officer, Senior Vice President – Corporate Planning and Budgeting, Vice President – Investor Relations (Chair), Assistant Treasurer, Associate General Counsel – Finance and Compliance	Compliance with disclosure requirements relating to investor presentations and rating agency presentations whether in- person or posted on the Company’s website
ESG Reporting	Vice President – Chief Sustainability Officer (Chair), Vice President – Internal Audits, Director – Corporate Sustainability, Assistant Treasurer, Assistant Controller – Financial Reporting, Associate General Counsel – Finance and Compliance, Chief Compliance Officer – Political Engagement.	Review of the Corporate Sustainability Report or its equivalent and other information published in the ESG Data Center; review of Political Engagement Report and any other public disclosures required under the Political Engagement Policy.
Cyber-related Disclosures	Executive Vice President -- Chief Information and Technology Officer, Chief Financial Officer, General Counsel, Chief Accounting Officer, Assistant Controller – Financial Reporting, Senior Counsel – Finance and Compliance (Chair) (except as such distribution is otherwise limited in the discretion of the General Counsel)	Review of cyber-related disclosures, including disclosures in SEC Forms 10- K, 10-Q and 8-K and the Company’s proxy statement

III. PERIODIC EVALUATION

The Committee shall review and assess, at least annually, the adequacy of this Charter and recommend to the Senior Officers any improvements to this Charter that the Committee considers appropriate. The Committee also shall periodically review and evaluate compliance of the Committee with this Charter and shall conduct such reviews and evaluations in such manner as it deems appropriate.

Effective Date: November 7, 2023

EXHIBIT A2



Ethics & Compliance Program Charter

September 2023

A. **Mission**

Ethics & Compliance leads a culture of compliance with a foundation of honesty and integrity. We address concerns consistently and confidentially while treating employees fairly and with respect. We are here to help AEP, its leaders and employees navigate complexities through timely education, advice, and solutions.

B. **Overview**

The American Electric Power Ethics and Compliance Program (the “Program”) consists of enterprise-wide policies, standards, procedures, guidelines, and responsibilities designed to:

1. Promote and foster a culture of integrity, ethical decision-making and compliance with the Company’s values as reflected in *The Principles of Business Conduct*;
2. Assure that the Company’s Directors, Officers, and employees conduct business with the highest standards of ethics and integrity and in compliance with all applicable laws and regulations; and
3. Promote appropriate risk assessment and due diligence to prevent and detect unlawful and unethical conduct.

The Program is designed to be enterprise wide, sustainable, and continuously improving to identify and address the Company’s existing and emerging ethical, legal, and regulatory risks. The Office of Ethics & Compliance oversees the Program as described below.

C. **Purpose**

This Charter describes the responsibilities of management, employees, and the Office of Ethics & Compliance with respect to the management of compliance risks.

AEP maintains a culture of compliance. We aspire to act with Integrity and Stewardship by:

- Doing the right thing, every time;
- Valuing the diversity of people, their ideas, and contributions;
- Treating people with respect.

D. Responsibilities

1. **The Office of Ethics & Compliance:** AEP maintains a formal program for compliance with a broad array of legal and ethical requirements. The Office will:
 - a. Maintain and promote the *AEP Principles of Business Conduct* which is the cornerstone of our values and expectations.
 - b. Oversee compliance with the *AEP Principles of Business Conduct*, which outline the behavior expected of all AEP employees and contractors.
 - c. Maintain the company's anonymous Concerns Line through which employees are able to report legal and ethical concerns.
 - d. Provide various ethics and compliance training to all employees.
 - e. Communicate through multiple channels to raise awareness of the ethics and compliance program at AEP.
 - f. Serve as a resource to employees on all ethics and compliance matters.
 - g. Support a positive culture that promotes ethical behavior.
2. **Chief Compliance Officer (CCO):** The CCO has overall day-to-day responsibility for managing the Program. The CCO will specifically:
 - a. Report semi-annually to the Committee on Directors and Corporate Governance of the AEP Board of Directors (the "Governance Committee") on the Program's implementation, including continuous improvement, the development of programs of compliance in various areas of concern to AEP, and overall effectiveness of the Program.
 - b. Report to the Governance Committee regularly on investigations of significance from a Board oversight perspective, including any matter involving criminal misconduct or potentially serious violations of *The Principles of Business Conduct*.
 - e. Ensure the Program is implemented across all Company businesses, is appropriately resourced, is functioning properly, and is monitored for effectiveness.
 - f. Ensure the Company takes reasonable steps to respond to potentially significant criminal misconduct or serious violations of *The Principles of Business Conduct*.

- g. Maintain policies owned by Ethics & Compliance, manage the Policy on Enterprise Policies, and facilitate the approval and maintenance of Enterprise Policies.
 - h. Recommend changes to the Program considering any serious compliance violations, revised risk assessment or assessed weaknesses.
 - i. The CCO reports to the General Counsel and has direct access to the CEO and Board of Directors.
 - j. Ensure implementation of and compliance with all policies owned by Ethics & Compliance, including the Political Engagement Policy.
3. **FERC Compliance Officer:** In addition to the above duties, the Chief Compliance Officer is also the Company's FERC Compliance Officer, responsible for the overall guidance and implementation of AEP's FERC compliance efforts, including compliance with the Standards of Conduct and Affiliate Restriction regulations. The CCO has overall responsibility for the implementation of the FERC Compliance Manual.
4. **Conflicts of Interest Disclosure:** Oversee an annual Conflicts of Interest Disclosure program with related education for employees.

E. **Communication and Awareness**

Certain of the Program's policies, in addition to *The Principles of Business Conduct*, will be published and provided to employees and others using appropriate media and means to ensure widespread dissemination and understanding.

F. **Training and Education**

Training will be provided regularly to selected employees on key compliance and ethics topics with a particular emphasis on employees who work in functions with an elevated risk for compliance violations.

All employees, including officers, must complete annual training on the *Principles of Business Conduct*. All new employees will be assigned the training upon hire and must complete the training within 90 days.

The Office of Ethics & Compliance has an extensive education and training program, which includes:

- All required elements of FERC compliance including Standards of Conduct and Affiliate Restrictions regulations. Targeted FERC compliance training may be added to the Program as deemed necessary;
- State mandated Code of Conduct training;
- *Principles of Business Conduct* training;
- Additional training will be added and supported as needed to address heightened areas of risk or to emphasize areas of importance.

G. **Concerns Line**

The Office of Ethics & Compliance maintains, in accordance with our Speak Up Policy, an externally administered anonymous Concerns Line, which is available for the reporting of conduct that is illegal or that violates the ethical standards set forth in the *AEP Principles of Business Conduct*, including violations or potential violations of FERC requirements.

H. **Periodic Review of the Program**

1. The CCO will have primary responsibility for measuring the performance and maturity of the Program using certain key performance indicators and shall report at least annually to the Governance Committee regarding the Program's performance. The CCO will also consult with Enterprise Risk Management to monitor areas of particular concern.
2. The Program will be reviewed by Internal Audits on a regular basis. I.

Ownership, Maintenance, and Authorization of the Charter:

The owner of the Charter is the CCO. This Charter will be maintained and reviewed at least annually by the Office of Ethics & Compliance and updated as appropriate. Any substantive change to the Charter requires approval by the Governance Committee.

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE AEP STOCKHOLDER DERIVATIVE
LITIGATION

Master File No.: 2:21-cv-00163

Judge Sarah D. Morrison

**EX. B - [PROPOSED] ORDER PRELIMINARILY APPROVING SETTLEMENT AND
PROVIDING FOR NOTICE**

WHEREAS, Plaintiff Robert L. Reese filed a consolidated stockholder derivative action entitled *In re AEP Stockholder Derivative Litigation*, Master File 2:21-cv-00163-SDM (the “Ohio Federal Action”) in this Court;¹

WHEREAS, Plaintiff Darryl Jones filed a stockholder derivative action captioned *Jones v. Akins, et al.*, Case No. 21CV000853, pending in the Ohio Court of Common Pleas for Franklin County (the “Ohio State Action”);

WHEREAS, Plaintiff David Speiser filed a now-dismissed stockholder derivative action captioned *Speiser v. Akins, et al.*, Index No. 605225/2021, previously pending in the New York Supreme Court for New York County (the “New York State Action,” and collectively with the Ohio Federal Action and the Ohio State Action, the “Derivative Actions”) and also made the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric*

¹ Ms. Esther Kogus, one of the two stockholders in the Ohio Federal Action, died during the pendency of the litigation. Neither Ms. Kogus nor her estate appealed this Court’s order dismissing the Ohio Federal Action with prejudice. Nonetheless, for the avoidance of doubt, all derivative claims pursued by Ms. Kogus or her estate on behalf of AEP will be dismissed, released, and barred pursuant to the terms of the Settlement.

Power Company, Inc. (the “Litigation Demand”);

WHEREAS, Plaintiffs have moved, pursuant to Federal Rule of Civil Procedure 23.1(c), for an order: (i) preliminarily approving the settlement of the Derivative Actions and Litigation Demand, in accordance with a Stipulation and Agreement of Settlement dated April 30, 2024 (the “Settlement”), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement to fully and finally resolve the Derivative Actions and Litigation Demand, including dismissal with prejudice of the Derivative Actions; and (ii) approving the dissemination of the Notice of Proposed Derivative Settlement and Summary Notice of Proposed Derivative Settlement;

WHEREAS, all capitalized terms contained herein shall have the meanings as set forth in the Settlement (in addition to those capitalized terms defined herein); and

WHEREAS, this Court, having considered the Settlement and the Exhibits annexed thereto;

NOW, THEREFORE, IT IS HEREBY ORDERED:

1. This Court does hereby preliminarily approve, subject to further consideration at the Settlement Hearing described below, the Settlement set forth therein, including the terms and conditions for settlement and dismissal with prejudice of the Derivative Actions and irrevocable withdrawal of the Litigation Demand.

2. A hearing (the “Settlement Hearing”) shall be held before this Court on _____, 2024, at __: __ __.m., either remotely or in person, and if in person, at the United States District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room ____, 85 Marconi Boulevard, Columbus, Ohio 43215, to determine whether the settlement of the Derivative Actions and Litigation Demand on the terms and conditions provided for in the

Settlement is fair, reasonable, and adequate to American Electric Power Company, Inc. (“AEP” or the “Company”) and its stockholders, and should be approved by the Court; whether the Final Order and Judgment should be entered; whether to award separately negotiated attorneys’ fees and expenses to Plaintiffs’ Counsel; whether to grant service awards to Plaintiffs; and to consider any other matters that may properly be brought before the Court in connection with the Settlement.

3. The Court approves, as to form and content, the Notice of Proposed Derivative Settlement annexed as **Exhibit C** to the Settlement and filed concurrently herewith (“Notice”) and the Summary Notice of Proposed Derivative Settlement annexed as **Exhibit D** to the Settlement and filed concurrently herewith hereto (“Summary Notice”), and finds that the publication of the Notice, the Summary Notice, and the Settlement, substantially in the manner and form set forth in this Order, meet the requirements of Federal Rule of Civil Procedure 23.1 and due process, constitute the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

4. Not later than ten (10) business days following entry of this Order:

a. The Company shall cause a copy of the Notice, substantially in the form annexed as **Exhibit C** hereto, and the Settlement to be posted on the Company’s “Investor Relations” webpage (<https://www.aep.com/investors>), the address of which shall be contained in the Notice and Summary Notice;

b. The Company shall file with the SEC a Form 8-K acknowledging the settlement and directing investors to the Company’s “Investor Relations” webpage; and

c. The Company shall, with Plaintiffs’ assistance, cause a copy of the Summary Notice, substantially in the form annexed as **Exhibit D** hereto, to be published once in *Investor’s Business Daily*.

5. All costs incurred in the filing, publishing, and posting of the Notice and the Summary Notice, in the manner described in ¶ 4 above, shall be paid by AEP and/or its insurer.

6. Not later than thirty (30) days before the Settlement Hearing, AEP's Counsel shall serve on Plaintiffs' Counsel and file with the Court proof, by affidavit or declaration, that it has complied with the notice provisions of ¶ 4 above.

7. All AEP stockholders as of the date of this Order ("Record Date") and thereafter shall be bound by all orders, determinations, and judgments of the Court concerning the Settlement in the Derivative Actions and Litigation Demand, whether favorable or unfavorable to AEP stockholders.

8. Pending final determination by the Court of whether the Settlement should be approved, the Court preliminarily bars and enjoins Plaintiffs, all other AEP stockholders, and the Company, on behalf of themselves, from commencing, instituting, filing, intervening in, participating in (as a nominal defendant or otherwise), receiving any benefit from, or prosecuting any of the Released Claims, including Unknown Claims, against any of the Released Defendants' Persons or Released Plaintiffs' Persons, as those terms are defined in the Settlement, except to take any steps necessary to effectuate the Settlement. All proceedings and discovery in the Derivative Actions and any activity by any Plaintiff or AEP stockholder concerning the Litigation Demand shall be stayed except as otherwise provided for in the Settlement, and no party to the Derivative Actions or Litigation Demand or any AEP stockholders shall file, pursue, or prosecute any action or proceeding in any court or tribunal or in any demand to the AEP board of directors relating to the Settlement or asserting any of the Released Claims, including Unknown Claims, against the Released Defendants' Persons or Released Plaintiffs' Persons.

9. All papers in support of the Settlement, any attorneys' fees and expenses, and Plaintiffs' service awards shall be filed with the Court and served on or before [21 days before final approval hearing] _____, 2024, any objections thereto filed or, if mailed to the Clerk for the Court, postmarked on or before [14 days before the final approval hearing], _____, 2024, and any reply briefs shall be filed with the Court on or before [7 days before final approval hearing], _____, 2024.

10. Any AEP stockholder as of the Record Date may appear and show cause, if the stockholder knows of any reason why the Settlement of the Derivative Actions and Litigation Demand, including the negotiated amount of attorneys' fees and expenses and Plaintiffs' service awards, should not be approved as fair, reasonable and adequate, or why the Final Order and Judgment should not be entered thereon; provided, however, that, unless otherwise ordered by the Court, no current AEP stockholder shall be heard or entitled to contest the approval of all or any of the terms and conditions of the Settlement, or, if approved, the Final Order and Judgment to be entered thereon approving the same, unless that AEP stockholder has, at least fourteen (14) days before the Settlement Hearing, submitted to the Court appropriate proof of AEP stock ownership, along with written objections, including the basis therefore, and copies of any papers in support thereof. All written objections and supporting papers must be submitted to the Court either by mailing them to:

Clerk of the Court
Joseph P. Kinneary U.S. Courthouse
Room 121
85 Marconi Boulevard
Columbus, Ohio 43215

or by filing them in person at any location of the United States District Court for the Southern District of Ohio, to the extent the Court is open for in-person filings or electronically through the Court's CM/ECF system. All written objections must also be mailed or e-mailed to:

Plaintiffs' Counsel:

Matthew M. Houston
Benjamin I. Sachs-Michaels
GLANCY PRONGAY & MURRAY LLP
745 Fifth Avenue, 5th Floor
New York, NY 10019
Telephone: (212) 935-740
mhouston@glancylaw.com
bsachsmichaels@glancylaw.com

and

Defendants' Counsel

J. Kevin McCall
Nicole A. Allen
Gabriel K. Gillett
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350
jmccall@jenner.com
nallen@jenner.com
ggillett@jenner.com

Any current AEP stockholder who does not make an objection in the manner provided herein shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement or to the award of attorneys' fees and expenses to Plaintiffs' Counsel or to Plaintiffs' service awards, unless otherwise ordered by the Court, but shall otherwise be bound by the Final Order and Judgment to be entered and the releases to be given.

11. Plaintiffs' Counsel and Defendants' Counsel are directed to furnish each other as promptly as possible with copies of any and all objections that are served upon them, or that otherwise come into their possession from someone other than the other Counsel.

12. Neither the Settlement, including the Exhibits attached thereto, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be offered, attempted to be offered or used in any way as a concession, admission, or evidence of the validity of any Released Claims or any fault, wrongdoing, or liability of the Released Defendants' Persons or AEP; or (b) is or may be deemed to be or may be offered, attempted to be offered or used in any way as a presumption, admission, or evidence of any liability, fault or omission of any of the Released Defendants' Persons or AEP in any civil, criminal, or administrative or other proceeding in any court, administrative agency, tribunal or other forum. Neither the Settlement, nor any act performed or document executed pursuant to or in furtherance of the Settlement, shall be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Defendants' Persons may file or use the Settlement or the Final Order and Judgment in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, standing, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

13. The Court reserves the right to change the date of, or platform used for (*i.e.* in person, telephonically, or via video), the Settlement Hearing, or to modify any other dates set forth herein, without further notice to AEP stockholders. The Court retains exclusive jurisdiction to consider all further applications arising out of or connected with the Settlement. The Court may

approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to AEP stockholders.

IT IS SO ORDERED.

DATED: _____

HONORABLE SARAH D. MORRISON
UNITED STATES DISTRICT JUDGE

EXHIBIT C

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE AEP STOCKHOLDER DERIVATIVE
LITIGATION

Master File No.: 2:21-cv-00163

Judge Sarah D. Morrison

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF THE COMMON STOCK OF AMERICAN ELECTRIC POWER CO., INC. (“AEP” OR THE “COMPANY”) AS OF _____ [INSERT DATE OF PRELIMINARY APPROVAL ORDER] (THE “RECORD DATE”).

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. THIS NOTICE RELATES TO A PROPOSED SETTLEMENT AND DISMISSAL OF THE ABOVE-CAPTIONED CONSOLIDATED DERIVATIVE ACTION AND CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS. YOUR RIGHTS MAY BE AFFECTED BY THESE LEGAL PROCEEDINGS. IF THE COURT APPROVES THE SETTLEMENT, YOU WILL BE FOREVER BARRED FROM CONTESTING THE APPROVAL OF THE PROPOSED SETTLEMENT AND FROM PURSUING THE RELEASED CLAIMS.

IF YOU HOLD AEP COMMON STOCK FOR THE BENEFIT OF ANOTHER, PLEASE PROMPTLY TRANSMIT THIS DOCUMENT TO SUCH BENEFICIAL OWNER.

Notice is hereby provided to you of the proposed settlement of this stockholder derivative litigation. This Notice is provided by Order of the U.S. District Court for the Southern District of Ohio (the “Court”). It is not an expression of any opinion by the Court with respect to the truth of the allegations in the litigation or merits of the claims or defenses asserted by or against any party. It is solely to notify you of the terms of the proposed settlement, and your rights related to it. The terms of the proposed settlement are set forth in a written Stipulation and Agreement of Settlement,

dated April 30, 2024 (the “Settlement”).¹ A copy of the Settlement may be found on the Investor Relations page of AEP’s website: <https://www.aep.com/investors>.

I. WHY THE COMPANY HAS ISSUED THIS NOTICE

Your rights may be affected by the settlement of the actions styled *In re AEP Stockholder Derivative Litigation*, Master File 2:21-cv-00163-SDM (the “Ohio Federal Action”) filed in this Court and currently on appeal to the United States Court of Appeals for the Sixth Circuit; *Jones v. Akins, et al.*, Case No. 21CV000853, pending in the Ohio Court of Common Pleas for Franklin County (the “Ohio State Action”); *Speiser v. Akins, et al.*, Index No. 605225/2021, previously pending in the New York Supreme Court for New York County (the “New York State Action,” and collectively with the Ohio Federal Action and the Ohio State Action, the “Derivative Actions”) and the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric Power Company, Inc.* (the “Litigation Demand”).

The nominal defendant in each of the Derivative Actions and the Litigation Demand is AEP. The plaintiffs in the Derivative Actions and the Litigation Demand (“Plaintiffs”) are Robert L. Reese, Darryl Jones, and David Speiser.² The individual defendants in the Derivative Actions are Nicholas K. Akins, Brian X. Tierney, Joseph M. Buonaiuto, Thomas E. Hoaglin, David J. Anderson, J. Barnie Beasley, Jr., Ralph D. Crosby, Jr., Art A. Garcia, Linda A. Goodspeed, Sandra Beach Lin, Margaret M. McCarthy, Richard C. Notebaert, Lionel L. Nowell, III, Stephen S. Rasmussen, Oliver G. Richard, III, and Sara Martinez Tucker (collectively the “Individual

¹ Capitalized terms not otherwise defined shall have the same meanings as set forth in the Settlement.

² Ms. Esther Kogus, one of the two stockholders in the Ohio Federal Action, died during the pendency of the litigation. Neither Ms. Kogus nor her estate appealed the Court’s order dismissing the Ohio Federal Action with prejudice. Nonetheless, for the avoidance of doubt, all derivative claims pursued by Ms. Kogus or her estate on behalf of AEP will be dismissed, released, and barred pursuant to the terms of the Settlement.

Defendants”). AEP, Plaintiffs, and the Individual Defendants (the “Settling Parties”) have agreed upon terms to settle the above-referenced litigation and have signed the Stipulation and Agreement of Settlement setting forth the terms of the Settlement.

On _____, 2024, at __:___.m., the Court will hold a hearing (the “Settlement Hearing”) concerning the Derivative Actions and the Litigation Demand at Joseph P. Kinneary U.S. Courthouse, Room ___, 85 Marconi Boulevard, Columbus, Ohio 43215, before the Honorable Sarah D. Morrison, or via Zoom or some other video platform or telephonically as the Court may direct. The purpose of the Settlement Hearing is to determine whether: (i) the terms of the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) the separately negotiated and agreed upon Fee and Expense Amount should be approved as fair, reasonable, and adequate; (iii) service awards to each of the Plaintiffs to be paid out of the Fee and Expense Amount should be approved; (iv) a final judgment should be entered, and the Derivative Actions and Litigation Demand should be fully and forever resolved and dismissed with prejudice on the terms set forth in the Settlement, including releases of the Released Claims, including Unknown Claims, against any of the Released Defendants’ Persons or Released Plaintiffs’ Persons (as those terms are defined in the Settlement); and (v) such other matters as may be necessary and proper under the circumstances.

II. AEP DERIVATIVE LITIGATION

The Ohio Federal Action:

On August 25, 2020, Plaintiff Reese served a pre-suit document inspection demand on AEP pursuant to N.Y. B.C.L. § 624, seeking to inspect certain AEP documents. After negotiation with counsel for AEP and execution of a confidentiality agreement, an initial document production was made to Plaintiff Reese that was further supplemented on March 25, 2021.

On January 15, 2021, Esther Kogus filed a verified derivative complaint in this Court alleging claims for breach of fiduciary duty and unjust enrichment.

Plaintiff Reese filed an action in this Court on April 7, 2021 alleging multiple claims for breach of fiduciary duty and contribution for violation of Sections 10(b) and 21D of the Securities Exchange Act of 1934.

On June 3, 2021, the plaintiffs in the Ohio Federal Action agreed to consolidate the two actions pending in the Court and organize counsel. The Order consolidating the actions and appointing co-lead counsel was entered on June 9, 2021.

On March 22, 2022, the plaintiffs in the Ohio Federal Action filed a consolidated Amended Verified Shareholder Derivative Complaint (the “Amended Complaint”) alleging four claims, including breach of fiduciary duty, waste, unjust enrichment, and breach of fiduciary duty for insider trading.

On May 3, 2022, the Individual Defendants and AEP filed a motion to dismiss the Amended Complaint, which was opposed by the plaintiffs on May 24, 2022. After a hearing conducted on March 17, 2023, the Court entered an order dismissing with prejudice the Ohio Federal Action on March 21, 2023, and entered judgment the same day.

Neither Ms. Kogus nor her estate appealed the Court’s order dismissing the Ohio Federal Action with prejudice and the dismissal order is final as to her.

On April 21, 2023, Plaintiff Reese (“Appellant”) filed a Notice of Appeal of the Court’s order granting the Individual Defendants’ and AEP’s Motion to Dismiss (the “Appeal”).

The Ohio State Action:

On February 9, 2021, Plaintiff Darryl Jones initiated the Ohio State Action alleging claims for breach of fiduciary duty, waste, and unjust enrichment. On March 18, 2021, and again on

February 23, 2022, the parties stipulated to a temporary stay of the Ohio State Action. On June 2, 2022, Plaintiff Jones filed an Amended Complaint. The stay was extended—over Plaintiff Jones’ objection—by the Ohio State Court on June 15, 2022 and remains in effect.

The New York State Action And Litigation Demand

On November 9, 2020, Plaintiff Speiser served a pre-suit document demand on AEP pursuant to N.Y. B.C.L. § 624. After negotiation with inspection counsel for AEP and execution of a confidentiality agreement, an initial document production was made to Plaintiff Speiser on December 16, 2020, which was supplemented several times over the next few months.

On April 27, 2021, Plaintiff Speiser commenced the New York State Action in New York state court and filed a complaint on May 12, 2021 alleging claims for breach of fiduciary duty, unjust enrichment, and waste.

On September 13, 2022, the New York state court dismissed with prejudice the New York State Action under C.P.L.R. § 3211(a)(4), because Plaintiff Speiser’s claims arose out of the same subject matter as the prior pending Ohio Federal Action. On January 20, 2023, Plaintiff Speiser sought to intervene in the Ohio Federal Action, which was denied by the Court on March 21, 2023.

On April 26, 2023, Plaintiff Speiser sent the Litigation Demand to the Board of Directors of AEP demanding, among other things, that the Board investigate and pursue potential claims as described therein.

On May 2, 2023, the AEP Board of Directors appointed a committee of the Board, the Demand Review Committee (“DRC”), to investigate the Litigation Demand and exercise all such other powers delegated to the DRC by the AEP Board of Directors. On May 22, 2023, the AEP Board of Directors sent a letter advising Plaintiff Speiser of the formation of the DRC and that the DRC was in the process of undertaking its work.

The DRC subsequently retained Paul, Weiss, Rifkind, Wharton & Garrison LLP (“DRC Counsel”) to advise the DRC in connection with its work, which included DRC Counsel advising the DRC in connection with its recommendation to the AEP Board of Directors concerning the Settlement.

E. Settlement Negotiations

On May 8, 2023, the Appeal was referred to Catherine G. Geyer, Esq., Chief Circuit Mediator of the Sixth Circuit Mediation Office (the “Mediator”), to consider whether a negotiated resolution of the Appeal could be agreed upon. Over the next six months, counsel for the Appellant and Appellee engaged in protracted negotiations, with the assistance of the Mediator.

On July 6, 2023, Plaintiffs made a global settlement demand to resolve the Derivative Actions and the Litigation Demand. Thereafter, the Settling Parties exchanged multiple draft proposals and reached an agreement on November 14, 2023 on certain key terms to resolve the Derivative Actions and the Litigation Demand, which was subject to an agreement on final documentation and any necessary court approval.

In connection with discussions and negotiations leading to the Settlement, counsel for the Settling Parties did not discuss the amount of any application by Plaintiffs’ Counsel for an award of attorneys’ fees and expenses until the substantive terms of the Settlement were negotiated at arm’s-length and agreed upon. Thereafter, with the assistance of the Mediator, the Settling Parties agreed on payment to Plaintiffs’ Counsel for attorneys’ fees and expenses in the amount of \$450,000.00, subject to agreement on final documentation and any necessary court approval.

III. PLAINTIFFS’ CLAIMS AND BENEFITS OF SETTLEMENT

Plaintiffs and Plaintiffs’ Counsel believe that the claims asserted in the Derivative Actions and the Litigation Demand have merit, and Plaintiffs’ entry into this Settlement is not intended to

be and shall not be construed as an admission or concession concerning the relative strength or merit of the claims alleged in the Derivative Actions or the Litigation Demand. Plaintiffs and Plaintiffs' Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Derivative Actions and the Litigation Demand against the Individual Defendants through trial(s) and/or potential appeal.

Plaintiffs and Plaintiffs' Counsel have also considered the uncertain outcome and the risk of any litigation, especially in complex matters such as the Derivative Actions and the Litigation Demand, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Plaintiffs' Counsel are also mindful of the inherent problems of proof of, and possible defenses to, the claims asserted in the Derivative Actions and the Litigation Demand, and are mindful that the Ohio Federal Action and New York State Action have been dismissed with prejudice. Plaintiffs' Counsel have conducted extensive investigation and analysis, including, *inter alia*: (i) review of AEP's press releases, recorded public statements, U.S. Securities and Exchange Commission ("SEC") filings, and securities analysts' reports and advisories about the Company; (ii) review of relevant business and media reports about the Company; (iii) review and analysis of the filings and pleadings in the Securities Action³; (iv) factual and legal research and analysis conducted in preparing the derivative complaints; (v) compilation and analysis of data bearing on potential damages and board and executive compensation potentially subject to disgorgement or clawback; (vi) additional factual and legal research and analysis performed in connection with the Plaintiffs' settlement negotiation, including detailed assessments of each claim and potential defenses, research into corporate governance and oversight best practices generally and among AEP's peer

³ *Nickerson v. American Electric Power Company, Inc., et al.*, Case No. 2:20-cv-04243 filed on August 20, 2020 in the United States District Court for the Southern District of Ohio, which was subsequently dismissed with prejudice.

corporations; and (vii) review and analysis of information and documents exchanged with AEP and the Individual Defendants during the course of settlement negotiations.

Based on Plaintiffs' Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe that the Settlement is fair, reasonable and adequate; confers substantial benefits upon AEP; and would serve the best interests of AEP and its Current Stockholders.

IV. THE INDIVIDUAL DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

The Individual Defendants have denied and continue to deny each of the claims and contentions alleged by Plaintiffs in the Derivative Actions and the Litigation Demand. The Individual Defendants expressly have denied and continue to deny all allegations of wrongdoing or liability against them arising out of, based upon, or related to, any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Derivative Actions or Litigation Demand. Without limiting the foregoing, the Individual Defendants have denied and continue to deny, among other things, that they breached their fiduciary duties or any other duty owed to AEP or otherwise engaged in unlawful conduct, or that Plaintiffs or AEP suffered any damage or were harmed as a result of any conduct alleged in the Derivative Actions or in the Litigation Demand. The Individual Defendants have further asserted and continue to assert that at all relevant times they acted in good faith and in a manner they reasonably believed to be in the best interests of AEP.

Nonetheless, the Individual Defendants also have taken into account the expense, uncertainty, and risks inherent in any litigation, especially in complex matters like the Derivative Actions and the Litigation Demand, and recognize that the proposed Settlement would, among other things: (a) bring to an end the expenses, burdens, and uncertainties associated with the

continued litigation of the claims asserted in the Derivative Actions or potential claims arising from the Litigation Demand; (b) finally put to rest the claims asserted in the Derivative Actions or potential claims arising from the Litigation Demand; and (c) confer benefits upon them, including further avoidance of disruption of their duties due to the pendency and defense of the Derivative Actions and the necessity of responding to the Litigation Demand or defending against potential claims arising from it. The Individual Defendants were advised by their own separate counsel in connection with this Settlement and have voluntarily entered into this Settlement.

The Company—consistent with the recommendation of the DRC—has determined that it is in the best interests of AEP for the Derivative Actions and the Litigation Demand, and all of the Settling Parties’ disputes related thereto, including all claims that were or could have been asserted in any court based on the facts alleged in the Derivative Actions and the Litigation Demand, to be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement.

Pursuant to the terms set forth below, the Settlement (including all of the Exhibits hereto) shall in no event be construed as or deemed to be evidence of an admission or concession by the Company or the Individual Defendants with respect to any claim of fault, liability, wrongdoing, or damage whatsoever.

V. BOARD APPROVAL OF THE SETTLEMENT

AEP hereby acknowledges that: (a) Plaintiffs’ litigation and settlement efforts were a substantial and material cause of the Company’s decision to adopt, implement, and maintain the Reforms; (b) the Reforms confer a substantial benefit upon the Company and its Current Stockholders; and (c) the Settlement is fair, adequate, reasonable, and in the best interests of the Company and its Current Stockholders.

VI. TERMS OF THE SETTLEMENT

Unless previously implemented, within thirty (30) days of the Effective Date of the Settlement as defined in the Settlement, AEP shall adopt resolutions and amend committee Charters and/or By-Laws to ensure adherence to the following corporate governance reforms (“Reforms”), which shall remain in effect for no less than five (5) years following the Effective Date.

Moreover, the Settlement provides that in exchange for the consideration set forth therein and summarized below, and subject to the approval of the Court, Plaintiffs, all other stockholders of AEP, and AEP shall be deemed to have fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged and dismissed with prejudice each and every one of the Released Claims (Settlement ¶ 1.x), including Unknown Claims (Settlement ¶ 1.hh), against any of the Released Defendants’ Persons (Settlement ¶ 1.z).

A. Corporate Governance Reforms

Subject to the parties’ agreement and the necessary court approval, AEP will adopt the below Reforms and have them remain in effect for no less than five years following the Effective Date of the Settlement.

1. The Committee on Directors and Corporate Governance (“Corporate Governance Committee”) shall have oversight over political engagement activities conducted by AEP, as described specifically in AEP’s Political Engagement Policy. Any political contributions or expenditures shall reflect the interests of the Company, as an entity, and not those of its individual officers or directors. Any such contributions or expenditures shall be in compliance with applicable laws, rules and regulations as in effect from time to time.
2. The Company has created the title of “Chief Compliance Officer – Political Engagement” who is the representative within the AEP legal department designated by AEP’s Chief Compliance Officer to review and approve requests subject to AEP’s Political Engagement Policy. That position and those duties shall be specified in AEP’s Political Engagement Policy as published on the Company’s website.

3. The Company shall provide a report beginning in 2024 that reflects the Company's use of corporate funds for political contributions or expenditures or for payments to certain tax-exempt organizations that the Company understands may use such payments for political or lobbying activities ("Political Engagement Report"). The Political Engagement Report shall be posted in a conspicuous place on AEP's website, shall be issued semi-annually, and shall address:
 - a. AEP's policies for making, with corporate funds or assets, contributions and expenditures to (1) participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office; (2) political action committees; (3) state and local political parties and party committees; (3) groups organized under Section 527 of the Internal Revenue Code; (4) state or local ballot initiatives or referenda; (5) independent expenditure-only committees ("Super PACs"); and (6) independent expenditures on communications that expressly advocate for the election or defeat of a clearly identified candidate, referendum or ballot issue.
 - b. A summary of AEP's monetary and non-monetary contributions and expenditures used in the manner described in Section 3(a) above, including the identity of the recipient as well as the amount paid to each.
 - c. A summary of AEP's nondeductible membership dues paid to trade associations (organized under Section 501(c)(6)), to the extent that AEP pays dues of \$25,000 or more each year to such an organization and the organization informs AEP that a portion of such dues is not deductible under the Internal Revenue Code because they are attributable to lobbying or political expenditures.
 - d. A summary of AEP's contributions or payments of \$5,000 or more made to 501(c)(4) social welfare organizations.

The Political Engagement Report shall include information describing where information related to the Company's lobbying activities is publicly available. Each Political Engagement Report will be available on AEP's website for at least five years before it is removed. The management-level Disclosure Committee or a subcommittee thereof and the Chief Compliance Officer responsible for political engagement shall review the Political Engagement Report before it is made available publicly.

4. In accordance with its Political Engagement Policy, AEP shall disclose publicly the titles of positions at AEP that have the authority to approve contributions or expenditures that are included within the scope of paragraph 3, above.
5. The Corporate Governance Committee shall, at least twice per year, review a summary of all contributions or expenditures made by AEP that are included within the scope of paragraph 3, above.
6. AEP's Speak Up Policy shall be posted in a conspicuous place on AEP's website.

7. The Corporate Governance Committee charter shall be amended to include reports to the Corporate Governance Committee, twice a year, by the Chief Compliance Officer on the AEP Compliance Program.
8. AEP shall amend the charter of the management-level Disclosure Committee, which charter shall set forth the duties and responsibilities of that Committee. The charter will be approved by senior management and ratified by the Audit Committee of the AEP Board.
9. AEP has adopted the Ethics & Compliance Program Charter.
10. Any contribution made by the Company without authorization by the appropriate person(s) pursuant to the Political Engagement Policy, as discussed in paragraph 4 above, shall be promptly reported to the Corporate Governance Committee.
11. Each member of the Board shall annually participate in continuing education: (1) designed for directors of publicly traded companies; (2) addressing risks, public policy or industry-wide issues, or governance items relevant to the Company; or (3) that otherwise enhances their performance as a director of the Company.
12. Annual training on the AEP Principles of Business Conduct shall be mandatory for all officers and employees of AEP. In the event a person is appointed or hired after the annual training for a particular year, training shall be completed for such individual within 90 days.

VII. PLAINTIFFS' COUNSEL'S SEPARATELY NEGOTIATED ATTORNEYS' FEES AND LITIGATION EXPENSES

After negotiating certain key terms of the Settlement, which terms were subject to agreement on final documentation, Plaintiffs' Counsel, Defendants' Counsel, and counsel for AEP's insurers, with the assistance of the Mediator, separately negotiated the attorneys' fees and expenses to be paid to Plaintiffs' Counsel. In light of the substantial benefits conferred by Plaintiffs' Counsel's efforts upon AEP and its Current Stockholders, AEP, acting by and through its Board, has agreed that AEP, through its Directors & Officers insurer, shall cause to be paid to Plaintiffs' Counsel Four Hundred and Fifty Thousand Dollars (\$450,000.00) in attorneys' fees and expenses (the "Fee and Expense Amount"), subject to this Court's approval, dismissal with prejudice of the Ohio State Action, and Irrevocable Withdrawal of the Litigation Demand.

AEP and/or AEP's insurer shall cause the separately negotiated Fee and Expense Amount to be paid within thirty (30) days of the occurrence of the events described in paragraph 18(a)-(f) of the Settlement (defining the Effective Date), via either a paper check or a wire transfer, into an account identified by Glancy Prongay & Murray LLP, subject to Plaintiffs' Counsel's timely transmission of wire instructions, check payee(s) information, and tax identification numbers.

Plaintiffs' Counsel may apply to the Court for service awards of up to two thousand five hundred dollars (\$2,500.00) for each of the Plaintiffs, to be paid out of the Fee and Expense Amount. The Court's decision regarding whether to approve any requested service award, in whole or in part, shall have no effect on the Settlement. Neither the Individual Defendants nor the Company take a position with respect to the service awards. Neither AEP nor any of the Individual Defendants shall be liable for any portion of any service award approved by the Court.

The Fee and Expense Amount shall constitute the final and complete payment by AEP, AEP's insurer(s), and/or the Individual Defendants for Plaintiffs' Counsel's attorneys' fees and expenses that have been incurred or will be incurred in connection with the Derivative Actions or the Litigation Demand. Plaintiffs' Counsel expressly release any claim to future attorneys' fees or expenses for any and all claims and causes of action of every nature and description, whether known claims or Unknown Claims, that relate to the allegations, transactions, facts, matters, disclosures or nondisclosures set forth in the Complaints or raised in the Derivative Actions or the Litigation Demand, including but not limited to the conduct, actions, inactions, deliberations, votes, statements or representations of any Released Defendants' Person.

Plaintiffs' Counsel shall allocate the Fee and Expense Amount among themselves. Plaintiffs' Counsel agree that any disputes regarding the allocation of the Fee and Expense Amount among them shall be presented to and be mediated, and, if necessary, finally decided and resolved,

by the Mediator on the terms and subject to the processes and procedures set forth by the Mediator. The Mediator's fees and costs for any such mediation and/or arbitration shall be borne solely by Plaintiffs' Counsel and allocated among Plaintiffs' Counsel by agreement or as finally determined by the Mediator. The Company and the Individual Defendants shall have no responsibility for, and no liability with respect to, the allocation of the attorneys' fees awarded among Plaintiffs' Counsel and/or to any other person who may assert any claim thereto. Any dispute regarding any allocation of fees or expenses among Plaintiffs' Counsel shall have no effect on the Settlement.

VIII. REASONS FOR THE SETTLEMENT

For the reasons discussed in Sections III and IV above, the Settling Parties have determined that it is desirable and beneficial that the Derivative Actions, the Litigation Demand, and all disputes related thereto, be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement, and Plaintiffs' Counsel believe that the Settlement is in the best interests of the Settling Parties, AEP, and its stockholders.

IX. SETTLEMENT HEARING

On _____, 2024, at __: __.m., the Court will hold a hearing (the "Settlement Hearing") concerning the Derivative Actions and the Litigation Demand at the U.S. District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room ___, 85 Marconi Boulevard, Columbus, Ohio 43215, before the Honorable Sarah D. Morrison, or via Zoom or some other video platform or telephonically as the Court may direct. The purpose of the Settlement Hearing is to determine whether: (i) the terms of the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) the separately negotiated and agreed upon Fee and Expense Amount should be approved as fair, reasonable, and adequate; (iii) service awards to each of the Plaintiffs to be paid out of the Fee and Expense Amount should be approved; (iv) a final judgment should be entered, and the Derivative Actions and Litigation Demand should be fully

and forever resolved and dismissed with prejudice on the terms set forth in the Settlement, including releases of the Released Claims, including Unknown Claims, against any of the Released Defendants' Persons or Released Plaintiffs' Persons; and (v) such other matters as may be necessary and proper under the circumstances.

X. RIGHT TO ATTEND SETTLEMENT HEARING

Any AEP stockholder as of the Record Date may, but is not required to, appear in person (or telephonically or via any video platform as may be designated by the Court) at the Settlement Hearing. If you want to be heard at the Settlement Hearing, then you must first comply with the procedures for objecting, which are set forth below. The Court has the right to change the hearing date, time, or platform used (*i.e.* in person, telephonically, or via video) without further notice. Thus, if you are planning to attend the Settlement Hearing, you should confirm the date, time, and platform before going to the Court. AEP stockholders as of the Record Date who have no objection to the Settlement do not need to appear at the Settlement Hearing or take any other action.

XI. RIGHT TO OBJECT TO THE PROPOSED DERIVATIVE SETTLEMENT AND PROCEDURES FOR DOING SO

Any AEP stockholder as of the Record Date may appear and show cause, if the AEP stockholder has any reason why the Settlement of the Derivative Actions and Litigation Demand should not be approved as fair, reasonable, and adequate, or why a judgment should not be entered thereon, or why Plaintiffs' service awards or the separately negotiated Fee and Expense Amount should not be approved. You must object in writing, and you may request to be heard at the Settlement Hearing. If you choose to object, then you must follow these procedures.

A. You Must Make Detailed Objections in Writing

Any objections must be presented in writing and must contain the following information:

1. Your name, legal address, and telephone number;
2. The case name and number (*In re AEP Stockholder Derivative Litigation*, Case Nos. 2:21-cv-163; 2:21-cv-1611);
3. Proof of being an AEP stockholder as of the Record Date, _____, 2024
[INSERT DATE OF PRELIMINARY APPROVAL ORDER];
4. The date(s) on which you acquired your AEP stock;
5. A statement of each objection being made;
6. Notice of whether you intend to appear at the Settlement Hearing (you are not required to appear); and
7. Copies of any papers you intend to submit, along with the names of any witness(es) you intend to call to testify at the Settlement Hearing and the subject(s) of their testimony.

Only stockholders who have filed and delivered valid and timely written notices of objection will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

If you wish to object to the proposed Settlement, you must submit the written objection described above to the Court and counsel for the parties on or before _____, 2024.

All written objections and supporting papers must be submitted to the Court either by mailing them to:

Clerk of the Court
United States District Court
Joseph P. Kinneary U.S. Courthouse
Room 121
85 Marconi Boulevard
Columbus, Ohio 43215

or by filing them in person at any location of the U.S. District Court for the Southern District of Ohio to the extent the Court is open for in-person filings or electronically through the Court's CM/ECF system. **YOUR WRITTEN OBJECTIONS MUST BE POSTMARKED, OR ON**

**FILE WITH THE CLERK FOR THE COURT, NO LATER THAN _____, 2024
[14 days before final approval hearing].**

Unless the Court orders otherwise, your objection will not be considered unless it is timely submitted to the Court.

Your written objection must also be mailed or e-mailed to:

Plaintiffs' Counsel:

Matthew M. Houston
Benjamin I. Sachs-Michaels
GLANCY PRONGAY & MURRAY LLP
745 Fifth Avenue, 5th Floor
New York, NY 10019
Telephone: (212) 935-740
mhouston@glancylaw.com
bsachsmichaels@glancylaw.com

and

Defendants' Counsel:

J. Kevin McCall
Nicole A. Allen
Gabriel K. Gillett
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350
jmccall@jenner.com
nallen@jenner.com
ggillett@jenner.com

Any AEP stockholder as of the Record Date or thereafter who does not make a timely objection in the manner provided herein shall be deemed to have waived any objection to the Settlement and shall be forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement; to the Fee and Expense Amount; and/or to Plaintiffs' service awards, unless otherwise ordered by the Court, but shall otherwise be bound by

the Final Order and Judgment to be entered and by the release of all Released Claims, including Unknown Claims, as set forth in the Settlement.

XII. HOW TO OBTAIN ADDITIONAL INFORMATION

This Notice summarizes the Settlement, a copy of which is provided herewith. This Notice is not a complete statement of the events of the Derivative Actions, the Litigation Demand, or the Settlement. You may also inspect the Settlement and other papers in the Derivative Actions at the Court Clerk's office at any time during regular business hours of each business day. The Clerk's office is located at the U.S. District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, 85 Marconi Boulevard, Columbus, Ohio 43215. However, you must appear in person to inspect these documents. The Clerk's office will not mail copies to you. You may also view and download the Settlement at <https://www.aep.com/investors>.

If you have any questions about matters in this Notice, you may contact:

Plaintiffs' Counsel:

Matthew M. Houston
Benjamin I. Sachs-Michaels
GLANCY PRONGAY & MURRAY LLP
745 Fifth Avenue, 5th Floor
New York, NY 10019
Telephone: (212) 935-740
mhouston@glancylaw.com
bsachsmichaels@glancylaw.com

and

Defendants' Counsel

J. Kevin McCall
Nicole A. Allen
Gabriel K. Gillett
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350
jmccall@jenner.com

nallen@jenner.com
ggillett@jenner.com

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

DATED: _____, 2024

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE AEP STOCKHOLDER DERIVATIVE
LITIGATION

Master File No.: 2:21-cv-00163

Judge Sarah D. Morrison

EX. D – SUMMARY NOTICE OF PROPOSED DERIVATIVE SETTLEMENT

TO: ALL RECORD HOLDERS AND BENEFICIAL OWNERS OF THE COMMON STOCK OF AMERICAN ELECTRIC POWER COMPANY, INC. (“AEP” OR THE “COMPANY”) AS OF _____ [INSERT DATE OF PRELIMINARY APPROVAL ORDER] (THE “RECORD DATE”)

PLEASE TAKE NOTICE that: (1) the above-captioned shareholder derivative action (the “Ohio Federal Action”), filed in this Court and currently on appeal to the United States Court of Appeals for the Sixth Circuit; (2) the case captioned *Jones v. Akins, et al.*, Case No. 21CV000853, pending in the Ohio Court of Common Pleas for Franklin County (the “Ohio State Action”); and (3) *Speiser v. Akins, et al.*, Index No. 605225/2021, previously pending in the New York Supreme Court for New York County (the “New York State Action,” and collectively with the Ohio Federal Action and the Ohio State Action, the “Derivative Actions”) and the April 26, 2023 *Litigation Demand Under New York Law to the Board of Directors of American Electric Power Company, Inc.* (the “Litigation Demand”) are being settled fully and collectively on the terms set forth in a Stipulation and Agreement of Settlement, dated April 30, 2024 (the “Settlement”).¹ As part of the

¹ This notice should be read in conjunction with, and is qualified in its entirety by reference to, the text of the Settlement, which has been filed with the U.S. District Court for the Southern District

proposed Settlement, AEP will adopt certain corporate governance reforms. AEP, consistent with the recommendation of the Demand Review Committee, which was appointed to investigate the Litigation Demand, has determined that it is in the best interests of AEP for the Derivative Actions and the Litigation Demand, and all of the Settling Parties' disputes related thereto, to be fully and finally settled in the manner and upon the terms and conditions set forth in the Settlement.

In light of the substantial benefits conferred by Plaintiffs' Counsel's efforts upon AEP and its Current Stockholders, AEP, acting by and through its Board, has agreed that AEP through its Directors & Officers insurer shall cause to be paid to Plaintiffs' Counsel the Fee and Expense Amount of Four Hundred Fifty Thousand dollars (\$450,000.00) in attorneys' fees and expenses, subject to this Court's approval, dismissal with prejudice of the Derivative Actions, and Irrevocable Withdrawal of the Litigation Demand. Plaintiffs' Counsel may apply to the Court for service awards of up to Two Thousand Five Hundred dollars (\$2,500.00) for each of the Plaintiffs, to be paid out of the Fee and Expense Amount. The Court's decision regarding whether to approve any requested service award, in whole or in part, shall have no effect on the Settlement. Neither AEP nor any of the Individual Defendants take a position with respect to the service awards. Neither AEP nor any of the Individual Defendants shall be liable for any portion of any service award approved by the Court.

IF YOU WERE A RECORD OR BENEFICIAL OWNER OF AEP COMMON STOCK AS OF _____, 2024 [INSERT DATE OF PRELIMINARY APPROVAL ORDER], PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY, AS YOUR RIGHTS MAY BE AFFECTED BY PROCEEDINGS IN THE ABOVE-REFERENCED LITIGATION.

of Ohio. A copy of the Settlement may be found on the Investor Relations page of the Company's website, at <https://www.aep.com/investors>. All capitalized terms herein have the same meanings as set forth in the Settlement.

On _____, 2024, at __:___.m., the Court will hold a hearing (the “Settlement Hearing”) concerning the Derivative Actions and the Litigation Demand at the U.S. District Court for the Southern District of Ohio, Joseph P. Kinneary U.S. Courthouse, Room ___, 85 Marconi Boulevard, Columbus, Ohio 43215, before the Honorable Sarah D. Morrison, or via Zoom or some other video platform or telephonically as the Court may direct. The purpose of the Settlement Hearing is to determine whether: (i) the terms of the proposed Settlement should be approved as fair, reasonable, and adequate; (ii) the separately negotiated and agreed upon Fee and Expense Amount should be approved as fair, reasonable, and adequate; (iii) service awards to each of the Plaintiffs to be paid out of the Fee and Expense Amount should be approved; (iv) a final judgment should be entered, and the Derivative Actions and Litigation Demand should be fully and forever resolved and dismissed with prejudice on the terms set forth in the Settlement, including releases of the Released Claims, including Unknown Claims, against any of the Released Defendants’ Persons or Released Plaintiffs’ Persons; and (v) such other matters as may be necessary and proper under the circumstances.

Any AEP stockholder as of the Record Date may, but is not required to, appear in person (or telephonically or via any video platform as may be designated by the Court) and to be heard at the Settlement Hearing, provided that the AEP stockholder was a stockholder of record or beneficial owner as of _____, 2024 [INSERT DATE OF PRELIMINARY APPROVAL ORDER]. Any AEP stockholder who satisfies this requirement may enter an appearance through counsel of such stockholder’s own choosing and at such stockholder’s own expense, or may appear on their own. No stockholder of AEP shall be heard at the Settlement Hearing unless, no later than _____, 2024, such stockholder has submitted to the Court and mailed or e-mailed counsel for parties a written notice of objection containing the following information:

1. Your name, legal address, and telephone number;
2. The case name and number (*In re AEP Stockholder Derivative Litigation*, Case Nos. 2:21-cv-163; 2:21-cv-1611);
3. Proof of being an AEP shareholder as of the Record Date, _____, 2024
[INSERT DATE OF PRELIMINARY APPROVAL ORDER];
4. The date(s) on which you acquired your AEP stock;
5. A statement of each objection being made;
6. Notice of whether you intend to appear at the Settlement Hearing (you are not required to appear); and
7. Copies of any papers you intend to submit, along with the names of any witness(es) you intend to call to testify at the Settlement Hearing and the subject(s) of their testimony.

Only stockholders who have filed and delivered valid and timely written notices of objection will be entitled to be heard at the Settlement Hearing, unless the Court orders otherwise.

If you wish to object to the proposed Settlement, you must submit the written objection described above to the Court and counsel for the parties on or before _____, 2024.

All written objections and supporting papers must be submitted to the Court either by mailing them to:

Clerk of the Court
United States District Court
Joseph P. Kinneary U.S. Courthouse
Room 121
85 Marconi Boulevard
Columbus, Ohio 43215

or by filing them in person at any location of the U.S. District Court for the Southern District of Ohio to the extent the Court is open for in-person filings or electronically through the Court's CM/ECF system. **YOUR WRITTEN OBJECTIONS MUST BE POSTMARKED, OR ON**

**FILE WITH THE CLERK OF THE COURT, NO LATER THAN _____, 2024
[14 days before final approval hearing].**

Your written objection must also be mailed or e-mailed to:

Plaintiffs' Counsel:

Matthew M. Houston
Benjamin I. Sachs-Michaels
GLANCY PRONGAY & MURRAY LLP
745 Fifth Avenue, 5th Floor
New York, NY 10019
Telephone: (212) 935-740
mhouston@glancylaw.com
bsachsmichaels@glancylaw.com

and

Defendants' Counsel

J. Kevin McCall
Nicole A. Allen
Gabriel K. Gillett
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350
jmccall@jenner.com
nallen@jenner.com
ggillett@jenner.com

Any AEP stockholder as of the Record Date or thereafter who does not make a timely objection in the manner provided herein shall be deemed to have waived any objection to the Settlement and shall be forever foreclosed from making any objection to the fairness, reasonableness, or adequacy of the Settlement; to the Fee and Expense Amount; and/or to Plaintiffs' service awards, unless otherwise ordered by the Court, but shall otherwise be bound by the Final Order and Judgment to be entered and by the release of all Released Claims, including Unknown Claims, as set forth in the Settlement.

If you have any questions about matters in this Notice, you may contact:

Plaintiffs' Counsel:

Matthew M. Houston
Benjamin I. Sachs-Michaels
GLANCY PRONGAY & MURRAY LLP
745 Fifth Avenue, 5th Floor
New York, NY 10019
Telephone: (212) 935-740
mhouston@glancylaw.com
bsachsmichaels@glancylaw.com

and

Defendants' Counsel

J. Kevin McCall
Nicole A. Allen
Gabriel K. Gillett
JENNER & BLOCK LLP
353 North Clark Street
Chicago, IL 60654-3456
Telephone: (312) 222-9350
jmccall@jenner.com
nallen@jenner.com
ggillett@jenner.com

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

DATED: _____, 2024

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO

EXHIBIT E

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE AEP STOCKHOLDER DERIVATIVE
LITIGATION

Master File No.: 2:21-cv-00163

Judge Sarah D. Morrison

**EX. E - [PROPOSED] FINAL ORDER AND JUDGMENT APPROVING
DERIVATIVE SETTLEMENT AND ORDER OF DISMISSAL WITH
PREJUDICE**

This matter came before the Court for a hearing, pursuant to the Order of this Court dated _____, 2024 (“Preliminary Approval Order”), on Plaintiffs’ motion for final approval of the settlement set forth in the Stipulation and Agreement of Settlement, dated April 30, 2024 (the “Settlement”). Due and adequate notice having been given of the Settlement, as required in the Preliminary Approval 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 Final Order and Judgment incorporates by reference the definitions in the Settlement, and all capitalized terms used herein shall have the same meanings as set forth in the Settlement (in addition to those capitalized terms defined herein).
2. This Court has jurisdiction over the subject matter of the Ohio Federal Action, including all matters necessary to effectuate the Settlement, and over all parties to the Settlement, the Derivative Actions, and the Litigation Demand, including, but not limited to, Plaintiffs, American Electric Power Co., Inc. (“AEP”), all current AEP stockholders, and the Individual Defendants. The Settling Parties expressly submit to the jurisdiction of this Court for purposes of approving and enforcing the Settlement.

3. The Court finds that the notice of the Settlement provided to AEP stockholders and all persons entitled to such notice was the best notice practicable under the circumstances of these proceedings and of the matters set forth therein. The notice fully satisfied the requirements of Federal Rule of Civil Procedure 23.1 and due process.

4. This consolidated action and all claims contained herein, as well as all of the Released Claims which could have been asserted in this consolidated action, are dismissed with prejudice. Pursuant to the terms of the Settlement, all other Released Claims are released and permanently barred. Plaintiffs, AEP stockholders, the Individual Defendants, and AEP are all to bear their own costs, except as otherwise provided in the Settlement.

5. The Court finds that the terms of the Settlement are fair, reasonable, and adequate as to each of the Settling Parties, and hereby finally approves the Settlement in all respects. The Court orders the Settling Parties to perform the terms of the Settlement to the extent the Settling Parties have not already done so.

6. Upon the Effective Date, as defined in ¶ 18 of the Settlement, Plaintiffs, on behalf of themselves and the Current Stockholders, and the Company shall be deemed to have, and by operation of law and of the Final Order and Judgment, shall have, fully, finally, and forever discharged, relinquished, settled, and released any and all of the Released Plaintiffs' Claims against each and all of the Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal, or forum asserting any of the Released Plaintiffs' Claims against any of the Released Defendants' Persons. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Settlement.

7. Upon the Effective Date, as defined in ¶ 18 of the Settlement, the Individual Defendants and the Company shall be deemed to have, and by operation of law and of the Final

Order and Judgment, shall have, fully, finally, and forever discharged, relinquished, settled, and released any and all of the Released Defendants' Claims against each and all of the Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any action or proceeding in any court, tribunal, or forum asserting any of the Released Defendants' Claims against any of the Released Plaintiffs' Persons. Nothing herein shall in any way impair or restrict the rights of any Settling Party to enforce the terms of the Settlement.

8. The Settling Parties will cooperate fully with one another and use best efforts to obtain the occurrence of the events necessary to trigger the Effective Date. Also, while final approval of the Settlement and triggering of the Effective Date has not yet occurred, the Settling Parties shall not prosecute any of the Derivative Actions or the Litigation Demand and will oppose any such prosecution by any non-Settling Party, except to take any steps necessary to effectuate the Settlement. The Settling Parties will work collaboratively and in good faith if any joint motion for a stay is denied while any other deadline is approaching or coming due.

9. The Court hereby approves the Fee and Expense Amount in the amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) in accordance with the Settlement and finds that such fee is fair, reasonable, and adequate in light of the substantial benefit conferred upon AEP by the Settlement.

10. The Court hereby also approves a service award of Two Thousand Five Hundred Dollars (\$2,500.00) for each of the Plaintiffs to be paid solely out of the Fee and Expense Amount. Neither AEP nor any of the Individual Defendants shall be liable for any portion of any service award.

11. Neither the Settlement, including the Exhibits attached thereto, nor any act performed or document executed pursuant to or in furtherance of the Settlement: (a) is or may be deemed to be or may be offered, attempted to be offered or used in any way as a concession,

admission or evidence of the validity of any Released Claims, or of any fault, wrongdoing, or liability of the Released Defendants' Persons or AEP; or (b) is or may be deemed to be or may be offered, attempted to be offered or used in any way as a presumption, admission, or evidence of, any liability, fault, or omission of any of the Released Defendants' Persons or AEP in any civil, criminal, administrative, or other proceeding in any court, administrative agency, tribunal, or other forum. The Settlement shall not be admissible in any proceeding for any purpose, except to enforce the terms of the Settlement, and except that the Released Defendants' Persons may file or use the Settlement, or the Final Order and Judgment, in any action that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, full faith and credit, release, good faith settlement, standing, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. During the course of the Derivative Actions and Litigation Demand, the parties and their respective counsel at all times complied with the requirements of Federal Rule of Civil Procedure 11, and all other similar laws relating to the institution, prosecution, defense of, or settlement of the Derivative Actions and Litigation Demand.

13. Without affecting the finality of this Final Order and Judgment in any way, this Court hereby retains continuing and exclusive jurisdiction over the parties to the Settlement to enter any further orders as may be necessary to effectuate, implement, and enforce the Settlement provided for therein and the provisions of this Final Order and Judgment. As set forth in the Settlement, within ten (10) business days of final approval of the Settlement by this Court, (a) Plaintiff Jones shall move to dismiss the Ohio State Action with prejudice, which motion shall be unopposed by the Individual Defendants and the Company; (b) Plaintiff Jones shall file the Ohio State Action Proposed Dismissal Order with the Ohio State Court; and (c) Plaintiff Reese shall move the United States Court of Appeals for the Sixth Circuit to dismiss the Appeal with prejudice,

which motion shall be unopposed by the Individual Defendants and the Company.

14. This Final Order and Judgment is a final and appealable resolution of the Ohio Federal Action as to all claims, and the Court directs immediate entry of the Final Order and Judgment forthwith by the Clerk in accordance with Federal Rule of Civil Procedure 58, dismissing this consolidated action with prejudice.

SO ORDERED, THIS _____ DAY OF _____, 2024.

HONORABLE SARAH D. MORRISON
UNITED STATES DISTRICT JUDGE

EXHIBIT F

**IN THE COURT OF COMMON PLEAS
FRANKLIN COUNTY, OHIO**

DARRYL JONES, Derivatively On Behalf Of
AMERICAN ELECTRIC POWER
COMPANY, INC.,

Plaintiff,

v.

NICHOLAS K. AKINS, DAVID J. ANDERSON,
J. BARNIE BEASLEY, JR., RALPH D. CROSBY,
JR., LINDA A. GOODSPEED, THOMAS E.
HOAGLIN, SANDRA BEACH LIN,
MARGARET M. MCCARTHY, RICHARD C.
NOTEBAERT, STEPHEN S. RASMUSSEN,
OLIVER G. "RICK" RICHARD III, SARA
MARTINEZ TUCKER, BRIAN X. TIERNEY, and
JOSEPH M. BUONAIUTO,

Defendants,

AMERICAN ELECTRIC POWER
COMPANY, INC.,

Nominal Defendant.

Case No.: 21CV000853

Judge Julie M. Lynch

[PROPOSED] ORDER

Before the Court is Plaintiff's Unopposed Motion to Dismiss with Prejudice. Having reviewed the motion and finding good cause, the Court **GRANTS** the Motion and dismisses this action with prejudice.

IT IS SO ORDRED.

JUDGE JULIE M. LYNCH