IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE QUOTIENT TECHNOLOGY INC. MERGER LITIGATION	)))	C.A. No. 2024-0104-JTL

STIPULATION AND AGREEMENT OF
<u>SETTLEMENT, COMPROMISE, AND RELEASE</u>

This Stipulation and Agreement of Settlement, Compromise, and Release, dated May 11, 2026 (the "Stipulation"), is entered into by and among: (i) plaintiffs Steven Boal, Scott Raskin, The Spieker Living Trust, Spieker 2010 Irrevocable Children's Trust, SPK Investors LLC, and SPK Apartment Investors II LLC (collectively, "Plaintiffs"), on behalf of themselves and all other members of the Settlement Class (as defined in paragraph 1(z) below); and (ii) defendants Matthew Krepsik ("Krepsik"), Houlihan Lokey Inc. ("Houlihan"), Charlesbank Capital Partners LLC ("Charlesbank"), and CB Neptune Holdings, LLC ("Neptune") (collectively, the "Defendants") (Plaintiffs and Defendants, together, the "Parties").[1] Upon the terms and subject to the conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the "Court") under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned stockholder class action (the "Action").

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[1] All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in paragraph 1 below.

WHEREAS:

A. On June 20, 2023, Quotient Technology Inc. ("Quotient") announced that it had entered into a definitive agreement pursuant to which Neptune, an affiliate of Charlesbank, would acquire all outstanding shares of Quotient common stock not already owned by the acquiring entities for $4.00 per share in cash, representing an aggregate equity value of approximately $430 million (the "Transaction").

B. On August 17, 21, and 23, 2023, Plaintiffs served demands to inspect the books and records of Quotient pursuant to 8 *Del. C.* § 220 (the "Section 220 Demands"). In response to the Section 220 Demands, Quotient produced 433 pages of documents to Plaintiffs.

C. On September 5, 2023, the Transaction closed.

D. On February 7, 2024, Plaintiffs filed a Verified Stockholder Class Action Complaint (the "Complaint") alleging breaches of fiduciary duty against Defendant Matthew Krepsik in connection with the Transaction.

E. On September 5, 2024, the Court held a hearing on Defendant Krepsik's Motion to Dismiss the Complaint, at which the Court denied the Motion.

F. On October 4, 2024, Defendant Krepsik filed his Answer to Plaintiffs' Complaint.

G. On June 18, 2025, Plaintiffs filed their Verified First Amended Stockholder Class Action Complaint (the "Amended Complaint"), in which

Plaintiffs again asserted a claim for breach of fiduciary duty against Defendant Krepsik and also asserted new claims for aiding-and-abetting breaches of fiduciary duty against Defendants Houlihan, Neptune, and Charlesbank.

H. On August 11, 2025, all four Defendants filed Answers to Plaintiffs' Amended Complaint.

I. Between approximately September 30, 2024 and November 17, 2025, the Parties engaged in the following document and other written discovery: (i) Plaintiffs propounded 55 requests for document production to Defendants, served 90 interrogatories directed to Defendants, and served 21 subpoenas on third parties including Quotient, Epsilon Data Management LLC ("Epsilon"), Inmar Inc., Criteo, Goldman Sachs Private Equity, Ibotta, Inc., PJT Partners Inc. ("PJT"), Cerberus Business Finance LLC, The Blueshirt Group, LLC, Joele Frank Wilkinson Brimmer Katcher, Jefferies Group, Yuneeb Khan, Quotient's directors, and others; (ii) Plaintiffs obtained over 485,000 pages of documents from Defendants and third parties, as well as responses to interrogatories; (iii) Defendants propounded 59 document requests to Plaintiffs and served 76 interrogatories on Plaintiffs; and (iv) Plaintiffs produced 1,806 pages of documents as well as interrogatory responses.

J. Between October 24, 2025 and December 15, 2025, the Parties participated in depositions of witnesses, including former Quotient directors

Lorraine Hariton, Robert McDonald, and Andrew Jody Gessow, as well as corporate representatives of Epsilon and PJT pursuant to Court of Chancery Rule 30(b)(6).

K. On November 12, 2025, the Parties participated in a day-long mediation session before David Murphy. This mediation session was not successful, but the parties remained in touch with Mr. Murphy and settlement talks continued thereafter.

L. The Parties subsequently engaged in further negotiations, and agreed on January 5, 2026 to a mediator's proposal to settle the Action for the Settlement Amount.

M. The Parties memorialized their agreement in principle to settle the Action in a binding Term Sheet executed on March 5, 2026 (the "Term Sheet").

N. The Term Sheet set forth, among other things, the Parties' agreement to settle and release all claims against Defendants in the Action in return for a cash payment of $48,000,000.00 USD in cash to the Settlement Class, subject to certain terms and conditions and the execution of a customary "long form" stipulation and agreement of settlement and related papers.

O. On March 5, 2026, the Parties informed the Court of their agreement in principle to settle the Action and agreed to suspend all deadlines in the Action.

P. This Stipulation reflects the final and binding agreement among the Parties with respect to the Settlement and supersedes the Term Sheet.

Q. Plaintiffs, through Plaintiffs' Counsel, have conducted an investigation and pursued extensive discovery relating to the claims and the underlying events alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during the investigation and discovery and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' and Defendants' respective positions in the Action.

R. Based upon their investigation, prosecution, and mediation of the Action, Plaintiffs and Plaintiffs' Counsel have concluded the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the Settlement Class and in their best interests. Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiffs and the other members of the Settlement Class will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in this Action.

S. Defendants deny all allegations of wrongdoing, fault, liability, or damage to any Plaintiff or any other Settlement Class Member, and further deny that any Plaintiff has asserted or could assert a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty, or that they have they have any liability or owe any damages of any kind to Plaintiffs and/or the Class. Defendants also deny that Quotient or its stockholders were harmed by any conduct of Defendants alleged in the Action or that could have been alleged in the Action. Defendants maintain that they acted properly, in good faith, and in a manner consistent with their legal and equitable duties. Defendants affirmatively assert that the Merger provided Quotient and its stockholders, including Plaintiffs and the Class, with substantial benefits. Defendants are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiffs' Claims and any claims that could have been asserted by Plaintiffs or any other Class Member in the Action as against the Released Defendants' Persons. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

T. The Parties represent and agree that the Settlement Amount to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length and in good faith, and reflect an agreement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of the Settlement Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiffs and the Settlement Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of Plaintiffs and the Settlement Class against Defendants shall be finally and fully settled, resolved, discharged, and dismissed, on the merits and with prejudice, and that the Released Plaintiffs' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Defendants' Persons, and that the Released Defendants' Claims shall be finally and fully settled, resolved, discharged, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and the exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) **"Company"** means Quotient Technology Inc.

(b) **"Defendants' Counsel"** means Skadden, Arps, Slate, Meagher & Flom LLP, counsel for Defendant Krepsik; Richards, Layton & Finger, P.A., and Sullivan & Cromwell LLP, counsel for Defendant Houlihan; and Paul, Weiss, Rifkind, Wharton & Garrison LLP, counsel for Defendants Charlesbank and Neptune.

(c) **"DTC"** means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(d) **"Effective Date"** means the first date by which all of the events and conditions specified in paragraph 29 of this Stipulation have been met and have occurred or have been waived.

(e) **"Escrow Account"** means the interest-bearing escrow account maintained by Plaintiffs' Counsel and into which the Settlement Amount shall be deposited.

(f) **"Excluded Persons"** are: (i) Defendants, (ii) Yuneeb Khan and Connie Chen (former named executive officers of the Company); (iii) Robert

McDonald, Lorraine Hariton, Alison Hawkins, David Oppenheimer, Matthew O'Grady, Joseph Reece, Eric Higgs, Kimberly Anstett, Andrew Jody Gessow, and Michael Wargotz (former directors of the Company); (iv) any parent, subsidiary, affiliate, partner, executive officer, director, heir, successor, assign, or controlling person of any of the foregoing; (v) spouses and minor children of any of the foregoing; and (vi) any entity in which any of the foregoing has a controlling interest or had a controlling interest on September 5, 2023.

(g) **"Final,"** when referring to the Judgment or any other court order, means: (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(h) **"Judgment"** means the Final Order and Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(i) **"Litigation Expenses"** means any and all costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the Settlement Fund.

(j) **"Net Settlement Fund"** means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any incentive award(s) to Plaintiffs to be deducted solely from any fee and expense award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court.

(k) **"Notice"** means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed or emailed to potential Settlement Class Members.

(l) **“Notice and Administration Costs”** means the costs, fees, and expenses incurred by the Settlement Administrator and/or Plaintiffs’ Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(m) **“Plaintiffs’ Counsel”** means Saxena White P.A.

(n) **“Plan of Allocation”** means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(o) **“Released Claims”** means, collectively, the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(p) **“Released Defendants’ Claims”** means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, costs, expenses, and/or causes of action of any kind or character, including Unknown Claims, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule, which any Defendant ever had, now has, or may have against any of the Released Plaintiffs’ Persons: (i) arising out of and/or relating in any way to the institution or prosecution of, participation in, and/or settlement of the Action; or (ii) that otherwise in any way relate to the Transaction or the subject matter of the

Action. Notwithstanding the foregoing, Released Defendants' Claims shall not include any claims arising out of Mr. Boal's or Mr. Raskin's severance arrangements with Quotient, other than claims or conduct that (i) post-date February 6, 2024 and relate to the initiation or litigation of the Action; or (ii) relate directly to Mr. Boal's and Mr. Raskin's pursuit of their respective Section 220 Demands, which claims are hereby released. For the avoidance of doubt, any claims arising out of or relating to Mr. Boal's or Mr. Raskin's severance arrangements with Quotient predating February 6, 2024, except for claims relating to those Section 220 Demands, will not constitute Released Defendants' Claims. Also, for the avoidance of doubt, the Released Defendants' Claims shall not include the right to enforce this Stipulation or the Settlement.

(q) **"Released Defendants' Persons"** means Defendants and each of their respective past or present affiliates, parents, and subsidiaries, as well as each of their respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, administrators, beneficiaries, distributees, foundations, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, affiliates, parents, subsidiaries, divisions, associated entities, stockholders, equity holders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, insurers, predecessors,

predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys, personal or legal representatives, accountants, insurers, co-insurers, reinsurers, and associates.

(r) **"Released Plaintiffs' Claims"** means any and all claims for relief, damages, compensation, demands, suits, actions, injuries, losses, costs, expenses, and/or causes of action of any kind or character, including Unknown Claims, whether at law or in equity, regardless of legal theory, whether foreseen or unforeseen, contingent or actual, liquidated or unliquidated, known or unknown, whether class or individual in nature, whether based on state, local, foreign, federal (including but not limited to any state securities laws), statutory, regulatory, common, or other law or rule (including but not limited to any claims that could be asserted by any Settlement Class Member derivatively on behalf of Quotient), whether asserted in state or federal court or any other tribunal, forum, or other proceedings, that any Plaintiff or any other Settlement Class Member: (i) asserted or could have asserted in the Action or (ii) ever had, now has, or may have had, directly, representatively, or derivatively, against any of the Released Defendants' Persons by virtue of owning Quotient stock and arising out of or relating in any manner to: (1) the Transaction; (2) the Transaction Consideration; (3) the process leading up to the Transaction; (4) any agreements contemplated or executed in connection with the Transaction; (5) any disclosures contemplated or made in connection with the Transaction; (6) the Action; or (7) any claims, allegations, transactions, facts, circumstances, events, conduct, actions, inactions, breaches of fiduciary duty or other obligations, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to or involved in the Complaint or Amended Complaint filed in the Action, or that could have been alleged, set forth, referred to or involved in the Complaint or Amended Complaint filed in the Action. For the avoidance of doubt, the Released Plaintiffs' Claims shall not include the right to enforce this Stipulation or the Settlement.

(s) **"Released Plaintiffs' Persons"** means Plaintiffs, their attorneys (including Plaintiffs' Counsel), the other Settlement Class Members, and any of their current and former parents, subsidiaries, officers, directors, attorneys, family members, trustees, trusts, heirs, executors, administrators, predecessors, successors, and assigns.

(t) **"Released Persons"** means, collectively, the Released Plaintiffs' Persons and the Released Defendants' Persons.

(u) **"Releases"** means the releases set forth in paragraphs 4–5 of this Stipulation.

(v) **"Scheduling Order"** means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(w) **"Settlement"** means the resolution of the Action as against Defendants on the terms and conditions set forth in this Stipulation.

(x) **"Settlement Administrator"** means the settlement administrator selected by Plaintiffs' Counsel to provide notice to the Settlement Class and administer the Settlement.

(y) **"Settlement Amount"** means $48,000,000 USD in cash.

(z) **"Settlement Class"** means all record and beneficial stockholders of Quotient as of September 5, 2023, together with their respective successors and assigns, except the Excluded Persons, whose shares were converted into the right to receive $4.00 per share in cash in connection with the Transaction.

(aa) **"Settlement Class Member"** means a member of the Settlement Class.

(bb) **"Settlement Fund"** means the Settlement Amount plus any and all interest earned thereon.

(cc) **"Settlement Hearing"** means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(dd) **"Summary Notice"** means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached as **Exhibit C** hereto, to be published as set forth in the Scheduling Order.

(ee) **"Taxes"** means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Plaintiffs' Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(ff) **"Transaction Consideration"** means $4.00 per share in cash, exchanged for each share of Quotient common stock converted in connection with the Transaction.

(gg) **"Unknown Claims"** means any Released Claim that any Party or any Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Claims as against the Released Persons, including without limitation those which, if known by him, her, or it, might have affected his, her, or its decision(s) to enter into the Settlement or to object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Parties shall expressly waive, and each Settlement Class Member shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished and released 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 Parties acknowledge, and each Settlement Class Member shall be deemed by operation of law to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, and by operation of law Settlement Class Members, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and each Settlement Class Member shall be deemed by operation of law to have acknowledged, that the inclusion of Unknown Claims in the definitions of Released Plaintiffs' Claims and Released Defendants' Claims was separately bargained for and was a material element of the

Settlement and was relied upon by each and all of Defendants in entering into this Settlement Agreement.

II. CLASS CERTIFICATION

2. For purposes of the Settlement, the Parties hereby agree to: (i) the certification of the Settlement Class as a non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) the appointment of Plaintiffs as Class Representatives for the Settlement Class; and (iii) the appointment of Plaintiffs' Counsel as Class Counsel for the Settlement Class. In the event that the Settlement is cancelled or terminated in accordance with the terms hereof, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

III. RELEASE OF CLAIMS

3. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for under this Stipulation.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and all Settlement Class Members, on behalf of themselves, and their respective heirs, successors-in-interest, predecessors, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and

forever dismissed with prejudice, settled, resolved, and discharged the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiffs' Claims against the Released Defendants' Persons, and shall be deemed to have covenanted not to sue any Released Defendants' Person with respect to any Released Plaintiffs' Claim.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, successors-in-interest, successors, transferees, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, and discharged the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiffs' Persons, and shall be deemed to have covenanted not to sue any Released Plaintiffs' Person with respect to any Released Defendants' Claim.

6. Notwithstanding paragraphs 4–5 above, nothing in this Stipulation or the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

IV. SETTLEMENT CONSIDERATION

7. Defendants shall pay, or cause the insurers to pay, the Settlement Amount into the Escrow Account, as follows: (i) an initial payment of $1,000,000 shall be paid into the Escrow Account no later than fifteen (15) calendar days after the parties execute this Stipulation; and (ii) the $47,000,000 balance of the Settlement Amount shall be paid into the Escrow Account no later than five (5) calendar days prior to the date of the Settlement Hearing. For purposes of this paragraph, payment by check in accordance with paragraph 8 shall be deemed paid into the Escrow Account upon confirmed receipt by Plaintiffs' Counsel.

8. If Defendants fail to pay or cause the full payment of the Settlement Amount in a timely manner, Plaintiffs may seek a judgment compelling payment of the Settlement Amount or exercise their right under paragraph 31 below to terminate the Settlement. Payment of the Settlement Amount shall be made by wire transfer into the Escrow Account or check. Plaintiffs' Counsel shall provide Defendants' Counsel with a Form W-9 within three (3) business days after execution of the Stipulation. If payment is made by check, such check shall be made payable to the qualified settlement fund established by Plaintiffs' Counsel. The check should be sent to Plaintiffs' Counsel for deposit into the Escrow Account, and shall be sent via overnight courier to Plaintiffs' Counsel at the first address listed in paragraph 50, with a receipt signature required, and shall be deemed made upon confirmed receipt

by Plaintiffs' Counsel. Plaintiffs' Counsel shall deposit any check received pursuant to this paragraph into the Escrow Account within three (3) business days of receipt.

V. USE OF SETTLEMENT FUND

9. The Settlement Amount plus any and all interest earned thereon is referred to as the "Settlement Fund." The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any incentive award to Plaintiffs to be deducted solely from any fee and expense award to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court. The balance remaining, the Net Settlement Fund, shall be distributed to Settlement Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the escrow agent ("Escrow Agent") for the Escrow Account shall be deemed to be in custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest

all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

11. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that Plaintiffs' Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiffs' Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide Plaintiffs' Counsel with the statement described in

Treasury Regulation § 1.468B-3(e). Plaintiffs' Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' Counsel and without further order from the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons, Defendants' insurance carriers, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof, including due to the inability to locate Settlement Class Members or the failure of Settlement Class Members to deposit

settlement funds distributed by the Settlement Administrator, except as provided in paragraph 32(d) below.

14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs reasonably and actually paid, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount. However, any such Notice and Administration Costs not actually paid shall be returned or repaid to Defendants if the Settlement is terminated pursuant to the terms of this Stipulation, as provided in paragraph 32(d) below.

VI. ATTORNEYS' FEES AND LITIGATION EXPENSES

15. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "Fee and Expense Award"), not to exceed 24% of the Settlement Amount in total, to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiffs' Counsel's application for a Fee and Expense Award, Plaintiffs may petition the Court for incentive awards (the "Incentive Awards") to be paid to Plaintiffs. For the avoidance of doubt, any such Incentive Awards shall be paid solely from out of any Fee and Expense Award that the Court approves to be paid to Plaintiffs' Counsel, with no additional or separate expense to the Settlement Class. Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation. Defendants do not believe Plaintiffs should receive any Incentive Awards and expressly reserve the right to object to Plaintiffs' application for Incentive Awards.

16. The Fee and Expense Award approved by the Court shall be paid to Plaintiffs' Counsel, and any Incentive Award approved by the Court shall be paid to Plaintiffs, from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, provided, however, that

Plaintiffs' Counsel shall be obligated to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if: (a) the Settlement is terminated pursuant to the terms of this Stipulation; (b) this Stipulation is disapproved or canceled or the Effective Date otherwise fails to occur for any reason; or (c) as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award or any Incentive Award are reduced or reversed and such order reducing or reversing the award has become Final. Plaintiffs' Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; (ii) notice that this Stipulation has been disapproved or canceled or that the Effective Date has otherwise failed to occur; or (iii) any order reducing or reversing the Fee and Expense Award has become Final. Plaintiffs' Counsel shall be subject to the jurisdiction of the Court with respect to Plaintiffs' Counsel's obligations to repay all or any part of the Fee and Expense Award, with interest. The Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the

Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award or Incentive Award.

VII. SUBMISSION OF SETTLEMENT FOR COURT APPROVAL

17. As soon as practicable after execution of this Stipulation, Plaintiffs shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (i) the dissemination by mail, or email, of the Notice; (ii) the publication of the Summary Notice; and (iii) the scheduling of the Settlement Hearing to consider (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (c) Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, and approval of the proposed Plan of Allocation, and (d) any objections to any of the foregoing. The Parties shall cooperate with each other to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in Scheduling Order may be changed by the Court without further written notice to the Settlement Class.

18. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Parties shall cooperate with each other to obtain entry of the Judgment. In connection therewith, Plaintiffs' Counsel shall provide Defendants' Counsel with a draft of Plaintiffs' application for approval of the Settlement at least seven (7) calendar days prior to its submission, and consider in good faith any comments provided by Defendants in response thereto. In any submission to the Court, the Parties shall use their best efforts to limit their submission of discovery material marked Confidential to material that they determine in good faith is reasonably necessary to present and obtain approval of the Settlement.

VIII. SETTLEMENT ADMINISTRATION

19. Plaintiffs' Counsel shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Settlement Class Members. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

20. Defendants shall cooperate with Plaintiffs' Counsel in providing notice of the Settlement and administering the Settlement, including by making reasonable efforts to provide the information required under paragraphs 21 and 22 below.

21. For purposes of providing notice of the Settlement to potential Settlement Class Members, no later than thirty (30) calendar days after the date of execution of this Stipulation, Neptune, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall use reasonable best efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically searchable form, such as Excel: (i) the stockholder register from the Company's transfer agent containing the names, mailing addresses and, if available, email addresses for all registered holders of Company common stock ("Registered Holders") who received the Transaction Consideration (as defined in paragraph 1(ff) above), and for each of those Registered Holders, the number of shares of Company common stock that received the Transaction Consideration; and (ii) the allocation report generated by the DTC (the "Allocation Report") corresponding to the date on which the DTC allocated the Transaction Consideration, setting forth: (a) the DTC participants to whom the Transaction Consideration was distributed (the "DTC Participants"); (b) for each DTC Participant, the number of shares of Company common stock it held that received the Transaction Consideration; and (c) the "DTC Number" of each DTC Participant.

22. For purposes of distributing the Net Settlement Fund to eligible Settlement Class Members and not to Excluded Persons, no later than thirty (30) calendar days after the filing of this Stipulation, Defendants, at no cost to the

Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall use reasonable best efforts to cause to be provided to the Settlement Administrator or Plaintiffs' Counsel in an electronically-searchable form, such as Excel: (i) a list of the Excluded Persons reasonably known to each Defendant; and (ii) for each of the Excluded Persons: (a) the number of shares of Company common stock that received the Transaction Consideration (the "Excluded Shares"); (b) the number of "registered" or "record owned" Excluded Shares held by each Excluded Person and the number of "beneficially owned" Excluded Shares held by each Excluded Person via a financial institution on behalf of the Excluded Person; and (c) for each of the "beneficially owned" Excluded Shares, the name and "DTC Number" of the financial institution where the Excluded Shares were held and the Excluded Person's account number at such financial institution where the Excluded Shares were held. Defendants shall consider in good faith requests by Plaintiffs' Counsel for additional information or documentation as may be required to distribute the Net Settlement Fund to eligible Settlement Class Members and not to Excluded Persons.

23. No later than seven (7) business days after the date of execution of this Stipulation, a senior lawyer from each of the Defendants' Counsel firms shall participate in a meet-and-confer with Plaintiffs' Counsel to discuss the expectations regarding the delivery of the information required under paragraphs 21 and 22 above and to address any potential issues regarding the delivery of such information.

24. No Excluded Persons shall have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

25. The Net Settlement Fund shall be distributed to eligible Settlement Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation, except with respect to the delivery of the information required under paragraphs 21 and 22 above.

26. The Net Settlement Fund shall be distributed to eligible Settlement Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award, including any Incentive Awards to Plaintiffs to be paid solely from any Fee and Expense Award, have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). At such time that Plaintiffs' Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to eligible Settlement Class Members, Plaintiffs' Counsel shall apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order. Subject to the approval of the Court under the Plan of Allocation and the Class Distribution Order, any residual amounts remaining in the Net Settlement Fund may be redistributed to identified Settlement Class Members; provided, however, that if redistribution is uneconomic, the residual funds may be transferred to the Combined Campaign for Justice or a similar organization.

27. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiffs, Defendants, and the other Released Defendants' Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any

payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Company common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

28. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

IX. CONDITIONS OF SETTLEMENT

29. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective best efforts to achieve:

(a) the full amount of the Settlement Amount has been paid into the Escrow Account in accordance with paragraph 7 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Settlement Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(f) the Judgment has become Final.

30. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants or their respective insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

31. Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so ("Termination Notice") to the other Parties within thirty (30) calendar days of: (i) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision having become Final; (ii) the Court's final refusal to approve the Settlement or any material part thereof and such final refusal decision having become Final; (iii) the Court's final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision having become Final; or (iv) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing

written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 7 above. However, Plaintiffs shall not have the right to terminate the Settlement or Stipulation should Defendants cure their failure to cause the full payment of the Settlement Amount into the Escrow Account within seven (7) calendar days of receiving such notice. For the avoidance of doubt, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for a Fee and Expense Award, including any application by Plaintiffs for an Incentive Award, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

32. If (i) Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' agreement to the mediator's proposal on January 5, 2026, and they shall negotiate a new case schedule in good faith, and they shall proceed as if this Stipulation had not been executed and any related orders had not been entered;

(c) The terms and provisions of this Stipulation, with the exception of this paragraph and paragraphs 14, 16, 33, 53, and 54 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days of the termination of the Settlement in accordance with the terms of this Stipulation, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 16 above), less any Notice and Administration Costs actually paid or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants' Counsel to Plaintiffs' Counsel). In the event that the funds received by Plaintiffs' Counsel consistent with paragraph 16 above have not been refunded to the Settlement Fund within the twenty (20) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants' Counsel to Plaintiffs' Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 16 above.

XI. NO ADMISSION OF WRONGDOING

33. Neither this Stipulation (whether or not consummated), including the exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation 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 Action, or of any liability, negligence, fault, harm, or wrongdoing of any kind of or by any of the Released Defendants' Persons, in any civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(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 Settlement 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 civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

XII. MISCELLANEOUS PROVISIONS

34. All of the exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached hereto, the terms of this Stipulation shall prevail.

35. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

36. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiffs, Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in

favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Plaintiffs and Defendants shall be restored to their respective positions in the litigation as provided in paragraph 32 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in paragraph 32 above.

37. The terms of the Settlement, as reflected in this Stipulation, 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 Parties (or their successors-in-interest).

38. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word "including" herein shall mean "including without limitation."

39. If any deadline set forth in this Stipulation or the exhibits hereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

40. Without further Order of the Court, the Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

41. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of

attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Settlement Class Members.

42. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

43. This Stipulation and its exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents, and it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof).

44. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, 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.

45. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation,

partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

46. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

47. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

48. This Stipulation shall not be construed more strictly against one 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 Parties, it being recognized that it is the result of arm's-length negotiations among the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

49. All counsel and all other persons executing this Stipulation 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 this Stipulation to effectuate its terms.

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

If to Plaintiffs or Plaintiffs' Counsel:	Saxena White P.A. ATTN: Thomas Curry 824 N. Market Street, Suite 1003 Wilmington, Delaware 19801 tcurry@saxenawhite.com – and – Saxena White P.A. ATTN: Joseph E. White, III 7777 Glades Road, Suite 300 Boca Raton, FL 33434 jwhite@saxenawhite.com
If to Defendants:	Skadden, Arps, Slate, Meagher & Flom LLP ATTN: Cliff C. Gardner One Rodney Square Wilmington, Delaware 19899 cliff.gardner@skadden.com Sullivan & Cromwell LLP ATTN: Robert A. Sacks 1888 Century Park East Los Angeles, California 90067 sacksr@sullcrom.com

– and –

Paul, Weiss, Rifkind, Wharton & Garrison LLP
ATTN: Geoffrey R. Chepiga
1285 Avenue of the Americas
New York, New York 10019
gchepiga@paulweiss.com

51. Except as otherwise provided herein, each Party shall bear its own costs.

52. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, drafts, and proceedings in connection with the preparation and execution of this Stipulation confidential.

53. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

54. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Settlement Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Settlement Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Settlement Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Settlement Class Member.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of May 11, 2026.

SAXENA WHITE P.A.

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