

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SEAN MURRAY,

Plaintiff,

v.

JOSEPH MOGLIA, KYLE
CERMINARA, LARRY SWETS, JR.,
NICHOLAS RUDD, ROBERT
WEEKS, HASSAN BAQAR, FG
NEW AMERICA INVESTORS, LLC,
THINKEQUITY LLC, JARED
KAPLAN, THEODORE
SCHWARTZ, TODD SCHWARTZ,
and SCHWARTZ CAPITAL GROUP,
Defendants.

C.A. No. 2023-0737-PAF

**NOTICE OF PENDENCY AND PROPOSED
SETTLEMENT OF STOCKHOLDER CLASS ACTION,
SETTLEMENT HEARING, AND RIGHT TO APPEAR**

*The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.*

TO: ALL RECORD AND BENEFICIAL HOLDERS OF FG NEW AMERICA ACQUISITION CORP. (“FGNA”) CLASS A COMMON STOCK WHO HELD SUCH STOCK AS OF JULY 14, 2021, AT 5:00 PM ET (THE “REDEMPTION DEADLINE”), AND WHO ELECTED NOT TO REDEEM ALL OR SOME OF THEIR FGNA CLASS A COMMON STOCK, INCLUDING THEIR SUCCESSORS IN INTEREST WHO OBTAINED SHARES BY OPERATION OF LAW, BUT EXCLUDING: (I) DEFENDANTS; (II) MEMBERS OF THE IMMEDIATE FAMILY OF ANY INDIVIDUAL DEFENDANT; (III) ANY PARENT, SUBSIDIARY, OR AFFILIATE OF ANY ENTITY DEFENDANT; (IV) ANY ENTITY IN WHICH ANY DEFENDANT OR ANY OTHER EXCLUDED PERSON, OR GROUP OF EXCLUDED PERSONS, HAS, OR HAD ON THE REDEMPTION DEADLINE A CONTROLLING INTEREST; AND (V) THE LEGAL REPRESENTATIVES, AGENTS,

**AFFILIATES, HEIRS, ESTATES, SUCCESSORS, OR ASSIGNS OF
ANY SUCH EXCLUDED PERSONS (THE “CLASS”).¹**

Notice of Pendency of Class Action: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a public stockholder of FGNA Class A Common Stock as of the Redemption Deadline (the “Class Period”).

Notice of Settlement: Please be advised that (i) Plaintiff Sean Murray (the “Plaintiff”), on behalf of himself and the Class (as defined herein), and (ii) Defendants Joseph Moglia, Kyle Cerminara, Larry Swets, Jr., Nicholas Rudd, Robert Weeks, Hassan Baqar, FG New America Investors, LLC, (the “FGNA Defendants”), Jared Kaplan, Theodore Schwartz, Todd Schwartz, Schwartz Capital Group (the “OppFi Defendants”), and ThinkEquity LLC (“ThinkEquity” and, collectively with the FGNA Defendants and the OppFi Defendants, the “Defendants”) (together with Plaintiff, the “Parties,” and each a “Party”), have reached a proposed settlement for \$13,000,000.00 in cash (the “Settlement Amount”) as set forth in the Stipulation (the “Settlement”). The Settlement, if approved, will resolve all claims in the Action.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.

CLASS MEMBERS’ LEGAL RIGHTS IN THE SETTLEMENT:	
TO RECEIVE A PAYMENT FROM THE SETTLEMENT, CLASS MEMBERS <u>MUST</u> SUBMIT A PROOF OF CLAIM AND RELEASE FORM	If you are a member of the Class, you may be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members (defined in Paragraph 26 below) <u>must</u> submit a Proof of Claim and Release Form in order to receive a distribution from the Settlement , if approved by the Court. If you are eligible to receive a distribution

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Settlement, Compromise, and Release between Plaintiff and Defendants, dated as of April 24, 2026 (the “Stipulation”). A copy of the Stipulation is available at www.FGNASTockholderSettlement.com (the “Settlement Website”).

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:	
NO LATER THAN OCTOBER 12, 2026.	from the Settlement, it will be paid to you directly. <i>See</i> Paragraphs 36-51 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 26, 2026.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's request for a Fee and Expense Award (defined in Paragraph 54 below), you may write to the Court and explain the reasons for your objection.
ATTEND A HEARING ON SEPTEMBER 10, 2026 AT 1:30 P.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN AUGUST 26, 2026.	Filing a written objection and notice of intention to appear that is received by August 26, 2026 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the September 10, 2026 hearing may be conducted by telephone or videoconference (<i>see</i> Paragraphs 56-57 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiff's Counsel for a Fee and Expense Award in connection with the Settlement (the "Settlement Hearing"). See Paragraphs 56-57 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class, and you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affects your legal rights.

PLEASE NOTE: The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS, AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. This Action arises out of Defendants' alleged impairment of FGNA Class A common stockholders' right to make an informed redemption decision in connection with the business combination between FGNA and Opportunity Financial LLC ("Legacy OppFi"). The FGNA Defendants, as FGNA's directors and

officers, were duty bound to provide FGNA stockholders with all material information related to their redemption decision in an honest and forthright manner. Plaintiff alleges: (i) that the FGNA Defendants, aided and abetted by the OppFi Defendants and ThinkEquity, caused FGNA to make materially false and misleading public statements about the benefits of the proposed business combination; and (ii) that the FGNA Defendants' alleged breaches of fiduciary duty, aided and abetted by the OppFi Defendants and ThinkEquity, and Defendants' unjust enrichment, harmed the Class by, among other things, dissuading its members from redeeming their stock. In this Action, Plaintiff sought an award of damages to himself and the Class, and/or injunctive relief and/or corresponding declaratory relief.

5. Defendants have denied and continue to deny, *inter alia*, that they have engaged in any wrongdoing, liability, or any alleged violations asserted or in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to FGNA stockholders, that Defendants have aided and abetted any breach of any duty owed to FGNA stockholders, that the Merger was not entirely fair to, or in the best interests of, FGNA stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of FGNA and all of its stockholders. Nevertheless, Defendants have determined to enter into the Settlement and the Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiff's Claims to rest, finally and forever.

FACTUAL BACKGROUND

6. On June 24, 2020, FGNA, a special purpose acquisition company, was incorporated in Delaware.

7. On October 2, 2020, FGNA completed its initial public offering ("IPO") of 23,775,000 units that were sold to public investors ("Public Units"), at a price of \$10.00 per unit, raising gross proceeds totaling \$237.75 million. Each Public Unit consisted of one share of FGNA Class A Common Stock, and one-third of one whole FGNA public warrant. Each whole public warrant entitled the warrant-holder to purchase one share of FGNA Class A Common Stock at a price of \$11.50 per share.

8. The funds raised in the IPO were placed and maintained in a trust account for the benefit of the FGNA public stockholders, who had the right to

redeem some or all of their shares of Common Stock at a price equal to \$10.00 per share plus accrued interest.

9. On February 9, 2021, FGNA entered into a Business Combination Agreement with Legacy OppFi, OppFi Shares, LLC, and Todd Schwartz, in his capacity as the “Member’s Representative,” pursuant to which Legacy OppFi would become a subsidiary of a newly-organized public holding company in an “Up-C” structure following the business combination with Legacy OppFi (the “Merger”), and FGNA would change its legal name to OppFi Inc. (“New OppFi”).

10. On June 22, 2021, FGNA filed with the United States Securities and Exchange Commission a definitive proxy statement and prospectus concerning the Merger (such proxy statement and together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to FGNA stockholders on or about June 22, 2021. The Proxy informed stockholders of a special meeting to be held on July 16, 2021 (the “Special Meeting”), at which FGNA stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed FGNA stockholders that the deadline to redeem shares in connection with the Merger was 5:00 P.M. ET on July 14, 2021, the Redemption Deadline.

11. Before the Special Meeting, investors holding 14,822,435 shares of FGNA Class A Common Stock exercised their right to redeem (the “Redeeming Stockholders”). This group represented approximately 62% of all FGNA public shares. Following these redemptions, approximately \$91,646,050 remained in the FGNA trust account.

12. On July 16, 2021, FGNA stockholders voted to approve the Merger.

13. On July 20, 2021, the Merger closed. FGNA was renamed New OppFi.

14. On July 20, 2023, Plaintiff, on behalf of himself and other similarly situated FGNA Class A stockholders, commenced this action captioned *Murray v. Moglia, et al.*, C.A. No. 2023-0737-PAF by filing a Verified Stockholder Class Action Complaint (the “Initial Complaint”). The Initial Complaint asserted claims against the FGNA Defendants for breach of fiduciary duties and unjust enrichment in connection with the Merger.

15. On November 30, 2023, the FGNA Defendants filed their Answer to the Initial Complaint.

16. On April 10, 2024, the Court entered a Stipulation and Order Governing Case Schedule, on April 15, 2024, entered a Stipulation and Order Governing Expert Discovery, and on April 17, 2024, entered a Stipulation and Order for the Production and Exchange of Confidential Information.

17. Following receipt of the FGNA Defendants' Answer to the Initial Complaint, Plaintiff sought party and non-party discovery, including document requests, subpoenas, and interrogatories. In total, prior to the settlement of this Action, the parties and non-parties produced to Plaintiff 18,621 documents totaling 138,155 pages.

18. On October 24, 2024, Plaintiff and the FGNA Defendants participated in a full-day mediation before Greg Danilow, Esq., of Phillips ADR Enterprises. Although the mediation concluded without a settlement agreement, with the assistance of Mr. Danilow, Plaintiff and the FGNA Defendants continued their arm's-length negotiations, while also continuing discovery and moving the Action towards trial.

19. On February 7, 2025, Plaintiff filed his Verified Amended Stockholder Class Action Complaint (the "Amended Complaint"). The Amended Complaint asserted claims for breach of fiduciary duty against the FGNA Defendants, aiding and abetting breaches of fiduciary duties against the OppFi Defendants and ThinkEquity, and unjust enrichment against all Defendants.

20. On April 30, 2025, the FGNA Defendants filed their Answer to the Amended Complaint.

21. On April 30, 2025, the OppFi Defendants and ThinkEquity moved to dismiss the Amended Complaint (the "Motion to Dismiss") and filed their opening brief in support thereof.

22. On June 12, 2025, the Settling Parties participated in a second mediation session before Greg Danilow, Esq., of Phillips ADR Enterprises (the "Mediator"). Although the second mediation session concluded without an agreement, the Settling Parties continued their arm's-length negotiation with the assistance of the Mediator.

23. On August 28, 2025, following full briefing of the Motion to Dismiss, the Court scheduled a hearing on the Motion to Dismiss for February 20, 2026.

24. On February 6, 2026, following continued arm's-length negotiations, the Settling Parties reached an agreement in principle to settle the Action, after receiving and accepting a double-blind Mediator's proposal. The definitive terms of which are reflected in the Stipulation, which can be viewed at www.FGNAShareholderSettlement.com. On February 9, 2026, the Settling Parties informed the Court of the agreement in principle, and the hearing on the Motion to Dismiss was adjourned.

25. On May 7, 2026, the Court entered a Scheduling Order directing that this Notice of the Settlement be provided to potential Class Members, and

scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

26. If you are a member of the Class, you are subject to the Settlement. The Class is preliminarily certified by the Court solely for purposes of the Settlement, consisting of:

All record and beneficial holders of FGNA Class A Common Stock who held such stock as of July 14, 2021, at 5:00 PM ET, the Redemption Deadline, and who elected not to redeem all or some of their FGNA Class A Common Stock, including their successors in interest who obtained shares by operation of law, but excluding: (i) Defendants; (ii) members of the immediate family of any individual Defendant; (iii) any parent, subsidiary, or affiliate of any entity Defendant; (iv) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had on the Redemption Deadline a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons.

PLEASE NOTE: The Class is a non-opt-out settlement class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

27. In consideration of the settlement of Released Plaintiff's Claims (defined in Paragraph 52 below) against Released Defendants Parties (defined in Paragraph 52 below), Defendants shall pay or cause to be paid the Settlement Amount (\$13,000,000.00) into an interest-bearing escrow account for the benefit of the Class in accordance with the Stipulation. *See* Paragraphs 36-51 below for details about the distribution of the Settlement proceeds to Eligible Class Members.

28. Released Defendants Parties shall bear no personal responsibility for any payment in connection with the Stipulation or the Settlement.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

29. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel have concluded that while they believe that the claims they asserted have merit, the significant risks and uncertainties of further litigation

outweigh the potential for recovery. In addition to the benefits of the Settlement for the Class, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent hurdle of proving liability and damages associated with, and the strength of defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

30. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believes that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon his direct oversight of the prosecution of this Action, as well as evaluation and input from Plaintiff's Counsel, Plaintiff has determined that the Settlement is in the best interests of the Class, and has agreed to the terms and conditions set forth in this Stipulation.

31. Defendants have denied and continue to deny, *inter alia*, that they have engaged in any wrongdoing, liability, or any alleged violations asserted or in connection with the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to FGNA stockholders, that Defendants have aided and abetted any breach of any duty owed to FGNA stockholders, that the Merger was not entirely fair to, or in the best interests of, FGNA stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of FGNA and all of its stockholders.

32. Nevertheless, Defendants have determined to enter into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiff's Claims (defined in paragraph 52, below) to rest, finally and forever. Neither the Stipulation, the Settlement, or the negotiations leading to the execution of the Stipulation or Settlement, nor any proceedings taken pursuant to or in connection with the

Stipulation and/or approval of the Settlement shall be deemed or argued to be evidence of, or to constitute any presumption, admission, or concession by any Defendant or any of the other Released Defendants Parties, as to (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

**WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?**

33. As stated above, the Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund (that is, the Settlement Amount plus any interest accrued thereon after its deposit in the Escrow Account less: (i) any Taxes or Tax Expenses, (ii) any Administration Costs or Notice Costs, (iii) any Fee and Expense Award awarded by the Court, and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

34. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

35. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement Website: www.FGNASStockholderSettlement.com.

PROPOSED PLAN OF ALLOCATION

36. If the Settlement is approved by the Court, the Net Settlement Fund will be distributed to Eligible Class Members who timely submit a valid “Proof of Claim” to the Settlement Administrator in accordance with this proposed Plan of Allocation or such other plan of allocation as the Court may approve. Eligible Class Members who do not timely submit a valid Proof of Claim will not be entitled to any

distributions from the Net Settlement Fund as set forth in Paragraph 40 herein, but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement Website: www.FGNASStockholderSettlement.com.

37. The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among those Eligible Class Members who suffered economic losses as a result of the alleged wrongdoing. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Eligible Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Eligible Class Members under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Eligible Class Members against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiff or any Class Member for any other purpose.

38. Pursuant to Rule 23 of the Court of Chancery of the State of Delaware, Class Members are all record and beneficial holders of FGNA Class A Common Stock who held such stock as of July 14, 2021, at 5:00 PM ET, and who elected not to redeem all or some of their FGNA Class A Common Stock, including their successors in interest who obtained shares by operation of law, but excluding: (i) Defendants; (ii) members of the immediate family of any individual Defendant; (iii) any parent, subsidiary, or affiliate of any entity Defendant; (iv) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had on the Redemption Deadline a controlling interest; and (v) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons.

39. Eligible Class Members are those Class Members who held FGNA Class A Common Stock immediately after the Redemption Deadline, *i.e.*, July 14, 2021 at 5:00 pm ET, that was not submitted for redemption in connection with the Merger.

CALCULATION OF TOTAL LOSS

40. Based on the formulas set forth below, a “Total Loss” will be calculated for each Eligible Share that is listed in the Proof of Claim and for which adequate documentation is provided to the Settlement Administrator, as follows:

a. The Total Loss for each Eligible Share sold after the close of trading on July 14, 2021 and prior to the close of trading on July 20, 2023 for less than \$10.00 (the “Redemption Price”) shall be the Redemption Price minus the sale price, plus the Nominal Amount (as defined below).

b. The Total Loss for each Eligible Share sold at a price of \$10.00 or greater shall be zero, plus the Nominal Amount (as defined below).

c. The Total Loss for each Eligible Share that was held as of the close of trading on July 20, 2023, shall be \$8.02 per share, calculated as the Redemption Price of \$10.00 minus \$1.98 (the closing stock price of New OppFi Common Stock on July 20, 2023, rounded to the cent, plus the Nominal Amount (as defined below)).

d. The Nominal Amount shall be \$0.10 per share for each Eligible Share.

For the avoidance of doubt, there will be no Total Loss calculated for any share of FGNA Class A Common Stock redeemed in connection with the Merger. To the extent that the calculation of an Eligible Class Member’s Total Loss results in a negative number, that number shall be set to zero.

The Net Settlement Fund shall be distributed to Eligible Class Members on a *pro rata* basis based on the relative size of the Eligible Class Member’s Total Losses. Specifically, a “Claimed Distribution Amount” will be calculated for each Eligible Class Member, which will be the sum of the Eligible Class Member’s Total Losses divided by the combined Total Loss for all Eligible Class Members, multiplied by the total amount in the Net Settlement Fund. If the Eligible Class Member’s Claimed Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Eligible Class Member; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

41. If the sum total of Total Losses of all Eligible Class Members who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Eligible Class Member shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Total Losses of all Eligible Class Members entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Eligible Class Members entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

ADDITIONAL PROVISIONS

42. Any transaction in Common Stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

43. All purchases, acquisitions, and sales shall exclude any fees, taxes, and commissions.

44. Purchases, acquisitions, and sales of Eligible Shares shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Eligible Shares shall not be deemed a purchase, acquisition, or sale of these Eligible Shares for the calculation of Total Loss, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase/acquisition of such Eligible Shares unless: (i) the donor or decedent purchased or otherwise acquired such Eligible Shares; (ii) no Proof of Claim was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such Eligible Shares; and (iii) it is specifically so provided in the instrument of gift or assignment.

45. The date of covering a “short sale” is deemed to be the date of purchase or acquisition of Eligible Shares. The date of a “short sale” is deemed to be the date of sale of the Eligible Shares. Under the Plan of Allocation, however, the Total Loss on “short sales” is zero and the Total Loss on any portion of a purchase or acquisition that matches against (or “covers”) a “short sale” is zero. The Total Loss on a “short sale” that is not covered by a purchase or acquisition is also zero.

46. The Eligible Shares are the only security eligible for recovery under the Plan of Allocation. Option contracts are not securities eligible to participate in the Settlement. With respect to Eligible Shares purchased or sold through the exercise of an option, the purchase/sale date of the Eligible Shares is the exercise date of the option and the purchase/sale price of the Eligible Shares is the exercise price of the option.

47. Distributions will be made to Eligible Class Members pursuant to this Plan of Allocation after all claims have been processed and after the Court has finally approved the Settlement.

48. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), the following procedures shall govern:

a. For settlement funds distributed by a Custodian, the Custodian shall follow its respective policies with respect to further attempted distribution or escheatment;

b. For settlement funds distributed to Eligible Class Members directly by the Settlement Administrator, or for any funds returned by a Custodian to the Settlement Administrator, the Settlement Administrator shall use reasonable efforts to locate the Eligible Class Members and reattempt distribution. If after completion of such follow-up efforts \$50,000 or more remains in the Net Settlement Fund, the Settlement Administrator shall conduct pro rata re-distributions of the remaining funds until the remaining balance is under \$50,000. At such time as the remaining balance is less than \$50,000, the remaining funds shall be distributed to the Combined Campaign for Justice, P.O. Box 2113, Wilmington, Delaware 19899, a 501(c)(3) charitable organization.

49. Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Eligible Class Members. No person shall have any claim against Plaintiff, Plaintiff's Counsel, any Plaintiff's expert, Defendants or any of Released Defendants Parties, Defendants' Counsel, any of the other Eligible Class Members, or the Settlement Administrator or other agent designated by Plaintiff's Counsel, arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. **Plaintiff, Plaintiff's Counsel, Defendants, Defendants' Counsel, and all other Released Parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any Proof of Claim or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.**

50. The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Eligible Class Member or claimant.

51. Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its Proof of Claim.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?
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52. If the Settlement is approved, the Court will enter an Order and Final Judgment (the "Order and Final Judgment"). Pursuant to the Order and Final

Questions? Visit www.FGNAShareholderSettlement.com or call toll-free at 1-833-207-1165

Judgment, the claims asserted against Defendants in the Action will be dismissed with prejudice and the following releases will occur:

a. **Release of Claims by Plaintiff and the Class:** Upon the Effective Date, Released Plaintiff Parties shall have fully, finally, and forever released, settled, and discharged Released Defendants Parties from and with respect to every one of Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Plaintiff's Claims against any of Released Defendants Parties.

"Released Defendants Parties" means the Defendants and FGNA New America Investors LLC, as well as each of their respective current and former parents, affiliates, subsidiaries, insurers, reinsurers, committees, heirs, executors, administrators, trustees, estates, agents, employees, officers, directors, predecessors, predecessors-in-interest, successors, successors-in-interest, immediate family members, beneficiaries, assigns, advisors, counsel, representatives, and any entity under their control.

"Released Plaintiff's Claims" means any and all actions, causes of action, demands, losses, rights, duties, obligations, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages and liabilities of every nature and description, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, accrued or unaccrued, contingent or non-contingent, asserted or unasserted, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, disputed or undisputed, direct or indirect, choate or inchoate, fixed, contingent, pending or threatened, reduced to judgment or otherwise, whether arising under federal, state, common or foreign law, that (a) Plaintiff, any other Class Member, or any other Released Plaintiff Party (i) asserted in any complaint filed in the Action, or (ii) could have asserted in any forum and (b) arise out of, are based on, or relate in any way to, directly or indirectly, any of the allegations, acts, transactions, facts, events, matters, occurrences, representations or omissions involved, set forth, alleged or referred to, in the Action, or which could have been alleged in the Action, by any Class Member. Released Plaintiff's Claims shall not include any claims relating to the enforcement of the Stipulation. Released Plaintiff's Claims include Unknown Claims. None of the Released Plaintiff Parties may pursue any claims against any Released Defendants Parties, in any capacity including derivative capacity, relating to any claim that falls within Released Plaintiff's Claims.

“Released Plaintiff Parties” means Plaintiff and each and every other Class Member, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, representatives, trustees, executors, administrators, estates, heirs, agents, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, including Plaintiff’s Counsel, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

“Unknown Claims” means any Released Claims which any of the Released Parties does not know or suspect to exist at the time of the release of such claims, which, if known by any of the Released Parties, might have affected one or more of the Released Parties’ decisions with respect to the Settlement.

b. **Release of Claims by Defendants:** Upon the Effective Date, Released Defendants Parties shall have fully, finally, and forever released, settled, and discharged Released Plaintiff Parties from and with respect to every one of Released Defendants’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Released Defendants’ Claims against any of Released Plaintiff Parties.

“Released Defendants’ Claims” means any and all actions, causes of action, demands, losses, rights, duties, obligations, debts, sums of money, suits, contracts, agreements, judgments, matters, issues, promises, damages and liabilities of every nature and description, whether known or unknown, foreseen or unforeseen, existing or hereinafter arising, accrued or unaccrued, contingent or non-contingent, asserted or unasserted, liquidated or unliquidated, secured or unsecured, matured or unmatured, suspected or unsuspected, disputed or undisputed, direct or indirect, choate or inchoate, fixed, contingent, pending or threatened, reduced to judgment or otherwise, whether arising under federal, state, common or foreign law, that Defendants or any of their respective successors and assigns could have asserted against the Released Plaintiff Parties and Plaintiff’s Counsel that arise out of or relate in any way to the investigation, institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for claims to enforce the Stipulation or Settlement. Released Defendants’ Claims include Unknown Claims.

53. By Order of the Court, pending final approval of the Settlement, all proceedings in the Action, except for those related to the Settlement, have been

stayed and suspended, and Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, as a representative of, or derivatively for, any Class Member, are barred and enjoined from asserting, commencing, pursuing, prosecuting, assisting, instigating, maintaining, or in any way participating in any action asserting any of the Released Plaintiff's Claims against any of Released Defendants Parties.

HOW WILL CLASS COUNSEL BE PAID?

54. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel will apply to the Court for an award of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys' fees or expenses that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member (the "Fee and Expense Award"). Plaintiff's Counsel will seek a Fee and Expense Award consisting of attorneys' fees in an amount not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action. The Court will determine the amount of the Fee and Expense Award. The Fee and Expense Award will be paid solely from (and out of) the Settlement Fund in accordance with the terms of the Stipulation. Class Members are not personally liable for any such fees or expenses. Plaintiff's Counsel may apply to the Court for a service award not to exceed \$5,000 to the Plaintiff, payable out of any Fee and Expense Award.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DO NOT LIKE THE SETTLEMENT?

55. Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

PLEASE NOTE: The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or

otherwise allow Class Members to appear at the hearing remotely by phone or video, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by phone or video, it is important that you monitor the Court's docket and the Settlement Website, www.FGNASStockholderSettlement.com, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement Website, www.FGNASStockholderSettlement.com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement Website, www.FGNASStockholderSettlement.com.**

56. The Settlement Hearing will be held on **September 10, 2026 at 1:30 p.m.**, before The Honorable Paul A. Fioravanti, Vice Chancellor, either in person at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, or remotely by telephone or videoconference (in the discretion of the Court), to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed as a Class representative for the Class and Plaintiff's Counsel should be finally appointed as counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under the Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiff's Counsel out of the Settlement Fund and whether and in what amount any service award to Plaintiff should be paid out of the Fee and Expense Award; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for any Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

57. Any Class Member may file a written objection to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for the Fee and

Expense Award (an “Objector”), if the Class Member has any cause why the proposed Settlement, Plan of Allocation, and/or the application for the Fee and Expense Award should not be approved; provided, however, that, unless otherwise directed by the Court for good cause shown, no Objector shall be heard or entitled to contest the approval of the terms and conditions of the proposed Settlement, the Plan of Allocation, and/or the application for the Fee and Expense Award unless that person or entity has filed a written objection with the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801, and served (electronically by File & ServeXpress, by hand, by first class U.S. mail, or by express service) copies of the objection upon each of the following counsel at the following mailing addresses such that it is received no later than **August 26, 2026**, with copies also emailed to the following counsel:

PLAINTIFF’S COUNSEL	
Christine M. Mackintosh GRANT & EISENHOFER P.A. 123 Justison Street Wilmington, DE 19801 cmackintosh@gelaw.com	Justin O. Reliford SCOTT+SCOTT ATTORNEYS AT LAW LLP 222 Delaware Ave., Suite 1405 Wilmington, DE 19801 jreliford@scott-scott.com
DEFENDANTS’ COUNSEL	
Michael A. Barlow QUINN EMANUEL URQUHART & SULLIVAN, LLP 500 Delaware Avenue, Suite 220 Wilmington, DE 19801 michaelbarlow@quinnemanuel.com	E. Wade Houston ABRAMS & BAYLISS LLP 20 Montchanin Road, Suite 200 Wilmington, DE 19807 houston@abramsbayliss.com
Kevin R. Shannon POTTER ANDERSON & CORROON LLP 1313 North Market Street Hercules Plaza, 6th Floor Wilmington, DE 19801 kshannon@potteranderson.com	John G. Harris HALLORAN FARKAS + KITTILA LLP 5722 Kennett Pike Wilmington, DE 19801 jgh@hfk.law

58. Any objections must: (i) identify the case name and civil action number, “*Murray v. Moglia, et al.*, C.A. No. 2023-0737-PAF”; (ii) state the name,

address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector's counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court's attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the Settlement Hearing; and (v) include documentation sufficient to prove that the Objector is a member of the Class. Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector's broker containing the transactional and holding information found in an account statement during the Class Period. Plaintiff's Counsel may request that the Objector submit additional information or documentation sufficient to prove that the objector is a Class Member.

59. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

60. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth in Paragraph 57 above so that the notice is *received on or before August 26, 2026*.

61. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff's Counsel or the Settlement Administrator.

62. Unless the Court orders otherwise, any Class Member who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising any objection in the Action or otherwise contesting the Settlement, the Plan of Allocation, or the application for the Fee and Expense Award in the Action, and will otherwise be bound by the Order and Final Judgment to be entered and the releases to be given. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

**CAN I SEE THE COURT FILE?
WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?**

63. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware, 19801. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement Website, www.FGNASStockholderSettlement.com. If you have questions regarding the Settlement, you may contact the Settlement Administrator: FGNA Stockholder Settlement, c/o JND Legal Administration, P.O. Box 91176, Seattle, WA 98111; by telephone at 1-833-207-1165; or by email at info@FGNASStockholderSettlement.com. You may also contact Plaintiff's Counsel: Christine M. Mackintosh, Esq., Grant & Eisenhofer P.A., 123 Justison Street, Wilmington, DE 19801, (302) 622-7000, cmackintosh@gelaw.com.

WHAT IF I HELD STOCK ON SOMEONE ELSE'S BEHALF?

64. If you are a broker or other nominee that held FGNA Class A Common Stock at any time during the Class Period for the beneficial interest of persons or entities other than yourself, you are requested, within seven (7) calendar days of receipt of this Notice, to either: (i) request from the Settlement Administrator sufficient copies of this Notice and the Proof of Claim (together with the Notice, the "Notice Package") to forward to all such beneficial owners, and within seven (7) calendar days of receipt of those Notice Packages, forward them to all such beneficial owners; or (ii) provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to the Settlement Administrator at: FGNA Stockholder Settlement, c/o JND Legal Administration, P.O. Box 91176, Seattle, WA 98111; by telephone at 1-833-207-1165; or by email at FGNASecurities@FGNASStockholderSettlement.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice Package to the beneficial owners.

65. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement Website, www.FGNASStockholderSettlement.com, by calling the Settlement Administrator at 1-833-207-1165, or by emailing the Settlement Administrator at FGNASecurities@FGNASStockholderSettlement.com.

Questions? Visit www.FGNASStockholderSettlement.com or call toll-free at 1-833-207-1165

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE

Dated: July 10, 2026