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

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE

This Stipulation and Agreement of Settlement, Compromise, and Release dated April 24, 2026 (with the Exhibits hereto, the "Stipulation," and the settlement contemplated hereby, the "Settlement"), regarding the above-captioned stockholder class action (the "Action"), is entered into by and among the following parties (the "Settling Parties"), by and through their respective undersigned counsel: (i) Plaintiff Sean Murray ("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").

This Stipulation is submitted pursuant to Court of Chancery Rule 23. Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the "Court"), the Settlement embodied in this Stipulation is intended: (i) to be a full and final disposition of the Action; (ii) to state all of the terms of the Settlement and the resolution of the Action; and (iii) to fully, finally, and forever compromise, resolve, dismiss, discharge and settle each and every one of the Released Claims (as defined below) and result in the complete dismissal of the Action with prejudice, subject to the approval of the Court, with each party to bear their own costs except as otherwise provided for herein.[1]

[1] Capitalized terms have the meanings set forth in the "Definitions" section below or as otherwise defined in this Stipulation.

RECITALS

WHEREAS:

Summary of the Action

A. On June 24, 2020, FG New America Acquisition Corp. ("FGNA"), a special purpose acquisition company, was incorporated in Delaware.

B. 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 ("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.

C. 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.

D. On February 9, 2021, FGNA entered into a Business Combination Agreement with Opportunity Financial LLC ("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 FGNA in an "Up-C" structure following the business combination with Legacy OppFi (the "Merger"), and FGNA would change its legal name to OppFi Inc.

E. 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").

F. 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 trust account.

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

H. On July 20, 2021, the Merger closed. FGNA was renamed OppFi Inc. ("New OppFi").

I. 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") (Trans. ID 70432522). The Initial Complaint asserted claims against the FGNA Defendants for breach of fiduciary duties and unjust enrichment in connection with the Merger.

J. On November 30, 2023, the FGNA Defendants filed their Answer to the Initial Complaint (Trans. ID 71514786).

K. On March 28, 2024, the parties submitted a Scheduling Letter for the Court's consideration, attaching a Stipulation and [Proposed] Order Governing Case Schedule as an exhibit (Trans. ID 72631548).

L. On April 10, 2024, the Court entered a Stipulation and Order Governing Case Schedule ("Case Schedule") (Trans. ID 72719451)

M. On April 15, 2024, the Court entered a Stipulation and Order Governing Expert Discovery (the "Expert Order") (Trans. ID 72742841).

N. On April 17, 2024, the Court entered a Stipulation and Order for the Production and Exchange of Confidential Information (the "Confidentiality Order") (Trans. ID 72767267).

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

P. 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.

Q. On February 7, 2025, Plaintiff filed his Verified Amended Stockholder Class Action Complaint (the "Amended Complaint") (Trans. ID 75604093). 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.

R. On April 30, 2025, the FGNA Defendants filed their Answer to the Amended Complaint (the "Answer") (Trans. ID 76182981).

S. 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 (Trans. ID 76179263).

T. On June 12, 2025, the Settling Parties participated in a second mediation session before Greg Danilow, Esq., of Phillips ADR Enterprises. Although the second mediation session concluded without an agreement, the Settling Parties continued their arm's-length negotiation with the assistance of Mr. Danilow.

U. 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 (Trans. ID 76954692).

V. 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 on the Settlement Amount. 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 (Trans. ID 78423420).

W. This Stipulation (together with the Exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients and reflects the final and binding agreement between the Settling Parties.

Plaintiff's Claims and the Benefits of the Settlement

X. 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.

Y. 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 on his direct oversight of the prosecution of his 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.

<u>Defendants' Denial of Wrongdoing and Liability</u>

Z. 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.

AA. Nevertheless, Defendants have determined to enter into the Settlement on the terms set forth in this Stipulation to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to put the Released Plaintiff's Claims (as defined below) to rest, finally and forever.

BB. For the avoidance of doubt, the Parties agree that nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever. Neither the Stipulation, the Settlement, or the negotiations leading to execution of the Stipulation or Settlement, or any proceedings taken pursuant to or in connection with the Stipulation or approval of the Settlement shall be offered against any Defendant or any other of Defendants' Released Parties as evidence of any presumption, admission, or concession by any Defendant or any other of Defendants' Released Parties of any fault, liability, or wrongdoing of any kind or any damages whatsoever. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Payment (as defined below), and the other terms of the Settlement as set forth herein, were negotiated at arm's length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and among the Settling Parties, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be completely, fully, and finally, compromised, settled, and dismissed with prejudice, and that, for the good and valuable consideration set forth herein, (i) all Released Plaintiff's Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendants Parties (as defined below), and (ii) all Released Defendants' Claims (as defined below) shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties (as defined below), in the manner and upon the terms and conditions set forth herein.

A. DEFINITIONS

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and its Exhibits shall have the meanings specified below:

a. "Action" means the above-captioned action styled *Murray v. Moglia, et al.*, C.A. No. 2023-0737-PAF, pending in the Court of Chancery of the State of Delaware.

b. "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

c. "Class" means a non-opt-out class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of FGNA Class A Common Stock, who held such stock as of the Redemption Deadline on 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 any Excluded Persons.

d. "Class Member" means a Person who is a member of the Class.

e. "Defendants' Counsel" means Quinn Emanuel Urquhart & Sullivan, LLP, Sidley Austin LLP, Abrams & Bayliss LLP, Ruberry Stalmack and Garvey, LLC, Herskovits PLLC, Halloran Farkas + Kittila LLP, and Potter Anderson & Corroon LLP.

f. "Effective Date" means the first date on which all of the events and conditions specified in Paragraph 19 of the Stipulation have been met and have occurred or have been waived in writing.

g. "Eligible Class Members" means those Class Members who held Eligible Shares.

h. "Eligible Shares" means shares of FGNA Class A Common Stock owned by Class Members immediately after the Redemption Deadline (July 14, 2021) that were not submitted for redemption in connection with the Merger.

i. "Escrow Account" means the account that is maintained by the Plaintiff's Counsel into which the Settlement Amount shall be deposited and wherein the Settlement Fund will be held.

j. "Escrow Agent" means the agent or agents who shall be chosen by Plaintiff's Counsel to administer the Escrow Account.

k. "Excluded Persons" means (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.

l. "Exhibits" means the exhibits attached hereto.

m. "FDIC" means the Federal Deposit Insurance Corporation.

n. "Fee and Expense Award" means an award to Plaintiff's Counsel of attorneys' fees and expenses to be paid exclusively from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys' fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiff's Counsel or any other counsel for any Class Member in connection with the Settlement.

o. "Final" when referring to the Order and Final Judgment or any other order entered by the Court, means that one of the following has occurred after the Order and Final Judgment has been entered in the Action: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the Order and Final Judgment has expired without any such filing or notice; or (ii) the Order and Final Judgment has been affirmed in all material respects on appeal or after reconsideration or other review is no longer subject to review upon appeal, reconsideration, or other review, and the time for any petition for reconsideration, reargument, appeal, or review of such judgment or order (or any order affirming it) has expired, provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of attorneys' fees and expenses, or the Plan of Allocation, or any other plan of allocation, in this Action shall have no effect on finality for purposes of determining the date on which the Order and Final Judgment becomes Final, and shall not prevent, limit, delay, or hinder the entry of the Order and Final Judgment.

p. "Net Settlement Fund" means the balance remaining in the Settlement Fund after the payment of (i) any Taxes or Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court.

q. "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**.

r. "Notice and Administration Costs" means the costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the Settlement to the Class, locating Class Members, distributing the Net Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice Package, publishing the Summary Notice, reimbursements to brokers and nominees for forwarding the Notice to their eligible 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.

s. "Notice Package" means the Notice, including the Plan of Allocation, and the Proof of Claim and Release Form.

t. "Order and Final Judgment" means the Order and Final Judgment to be entered in the Action, substantially in the form attached hereto as **Exhibit D**, or as modified by agreement of the Settling Parties in writing.

u. "Person" means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

v. "Plaintiff's Counsel" means Grant & Eisenhofer P.A. and Scott + Scott Attorneys at Law LLP.

w. "Plan of Allocation" means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice, or such other plan of allocation approved by the Court. Any Plan of Allocation is not part of this Stipulation and Defendants shall have no responsibility or liability with respect thereto.

x. "Proof of Claim" means the Proof of Claim and Release Form substantially in the form attached hereto as **Exhibit B-1**.

y. "Released Claims" means Released Defendants' Claims and Released Plaintiff's Claims, collectively or individually.

z. "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.

aa. "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.

bb. "<u>Released Parties</u>" means Released Plaintiff Parties and Released Defendants Parties, collectively or individually.

cc. "<u>Released Plaintiff's Claims</u>" 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.

dd. "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.

ee. "Releases" means the releases set forth in Paragraphs 7-8 of this Stipulation.

ff. "Scheduling Order" means the [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing in the form attached hereto as **Exhibit A**.

gg. "Securities Transfer Records" means the stock transfer records maintained by or on behalf of FGNA and/or New OppFi listing the names, mailing addresses, and, if available, email addresses for all registered holders of FGNA Class A Common Stock on the Redemption Deadline, including information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

hh. "Settlement Administrator" means the class action settlement administrator, if any, selected by Plaintiff's Counsel in connection with the Settlement.

ii. "Settlement Amount" means the sum of thirteen million United States dollars and zero cents ($13,000,000.00) in cash.

jj. "Settlement Fund" means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

kk. "Settlement Hearing" means the hearing to be held by the Court under Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

ll. "Settlement Payment" means the payment of the Settlement Amount (i.e., $13,000,000.00) in cash into the Escrow Account.

mm. "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 hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

nn. "Taxes" means any taxes (including any estimated taxes, interest, penalties, or additional amounts) arising with respect to income earned by the Settlement Fund, including with respect to (i) any income earned by the Settlement Fund for any period during which the Settlement Fund on deposit in the Escrow Account is not treated, or does not qualify, as a "qualified settlement fund" for federal or state income tax purposes, and (ii) the payment or reimbursement by the Settlement Fund of any amounts described in clause (i).

oo. "Tax Expenses" means reasonable expenses and costs incurred in connection with determining the amount of, and paying, any Taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any tax returns).

pp. "Termination Notice" means written notice of a Settling Party's exercise of such Settling Party's right to terminate the Settlement and this Stipulation in accordance with Paragraphs 50-51 of this Stipulation.

qq. "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 him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to the Settlement.

B. SETTLEMENT CONSIDERATION

1. In consideration for the full and final release, settlement, dismissal, and discharge of any and all of the Released Claims against the Released Parties, the Settling Parties have agreed to the following Settlement Payments.

2. The Settlement Amount shall be paid pursuant to the following:

i. Defendants shall pay or cause to be paid by their indemnitors and/or insurers the Settlement Amount into the Escrow Account within the later of twenty business days after (i) the Court's entry of the Scheduling Order, or (ii) Plaintiff Counsel's providing to the Defendants' counsel a Form W-9, wire transfer or electronic payment (ACH) instructions and/or any requisite electronic payment authorization forms, and the name and telephone number of an individual who can verbally confirm the wire or electronic payment (ACH) instructions. Payment may also be made by paper check.

3. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph 2, Plaintiff may exercise his right to terminate the Settlement under Paragraphs 50-51 below.

4. The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used to pay: (i) any Taxes or Tax Expenses; (ii) any Administration Costs or Notice Costs; (iii) any Fee and Expense Award awarded by the Court; (iv) any other costs or fees approved by the Court; and following the payment of (i), (ii), (iii) and (iv) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Paragraphs 43-46 herein and the Plan of Allocation as approved by the Court.

5. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of $250,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in

excess of $250,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

C. Scope Of The Settlement

6. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Plaintiff and Defendants shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; <u>provided</u>, <u>however</u>, that nothing herein shall affect (i) Defendants' rights to, and claims for, advancement or indemnity of their legal fees, costs, and expenses in connection with the Action, the Settlement, or any of Released Plaintiff's Claims, or (ii) any claims that Defendants may have against their respective insurers, co-insurers, reinsurers, or indemnitors.

7. Upon the Effective Date, pursuant to the Order and Final Judgment, and without further action by anyone, Released Plaintiff Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally, and forever released, settled, compromised, resolved, relinquished, waived, 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.

8. Upon the Effective Date, pursuant to the Order and Final Judgment, and without further action by anyone, Released Defendants Parties shall be deemed to have, and by operation of law and of the Order and Final Judgment shall have, fully, finally, and forever released, settled, compromised, resolved, relinquished, waived, 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.

9. With respect to any and all Released Claims, upon the Effective Date, Plaintiff, Defendants, and each of the Class Members and/or Released Parties shall be deemed to have waived, and by operation of the Order and Final Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. 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.

10. Plaintiff and Defendants acknowledge, and the Class Members and/or Released Parties by operation of law are deemed to acknowledge, 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 Plaintiff and Defendants, and by operation of law the Class Members and/or Released Parties, to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the Class Members and/or Released Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Claims is separately bargained for and is a key element of the Settlement and was relied upon by each and all of Plaintiff and Defendants in entering into this Settlement.

D. CLASS CERTIFICATION

11. The Parties agree that certification of the Class, for settlement purposes only, is appropriate in the Action. For purposes of this Settlement, and for no other purpose, the Settling Parties agree to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) appointment of Plaintiff as representative for the Class; and (c) appointment of Plaintiff's Counsel as counsel for the Class.

12. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation are terminated pursuant to their terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

E. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

13. As soon as practicable after this Stipulation has been executed, the Settling Parties shall jointly submit this Stipulation, together with its Exhibits, to the Court, and shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**.

14. The Settling Parties and their respective attorneys agree to cooperate fully with one another and to use their individual and collective best efforts to (a) obtain Court approval of the Settlement as soon as practicable and to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, and to obtain final approval by the Court of the Settlement provided for in this Stipulation and the dismissal of the Action with prejudice; (b) cooperate fully with one another in

seeking the Court's approval of the Settlement and this Stipulation; and (c) consummate the Settlement.

15. If the Settlement embodied in this Stipulation is approved by the Court, the Settling Parties shall request that the Court enter the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**.

F. STAY PENDING COURT APPROVAL

16. The Settling Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other such proceedings other than those incident to and in furtherance of the Settlement itself, pending the occurrence of the Effective Date. The Settling Parties' (and any third parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely. Any Settling Party may inform the recipient of any subpoenas issued in connection with the Action (regardless of which Settling Party issued the subpoena) that the proceedings in the Action are stayed pending approval of the Settlement and entry of the Order and Final Judgment.

17. The Settling Parties agree to use their best efforts in seeking the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants or any other Released Defendants Parties that challenge the Settlement or otherwise assert or

involve, directly or indirectly, any of the Released Plaintiff's Claims against any of Released Defendants Parties.

18. Notwithstanding Paragraphs 16 and 17 above, nothing herein shall in any way impair or restrict the rights of any Settling Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

G. CONDITIONS OF SETTLEMENT

19. The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which the Settling Parties shall use their best efforts to achieve:

a. the payment in full of the Settlement Amount into the Escrow Account in accordance with Paragraph 2 of this Stipulation;

b. the Court's certification of the Class as a non-opt-out settlement class;

c. the Court's entry of the Order and Final Judgment, including the Releases substantially in the form set out in this Stipulation and the dismissal with prejudice of the Action without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation; and

d. the Order and Final Judgment becoming Final.

20. Upon the occurrence of the Effective Date, any and all remaining interest or right in the Settlement Fund of Defendants or any other of the Released Defendants Parties shall be absolutely and forever extinguished, and the Releases provided under this Stipulation shall be effective.

21. The Parties expressly agree that the Settlement Class is intended to be certified and maintained solely as a non-opt-out settlement class pursuant to Court of Chancery Rules 23(b)(1) and/or 23(b)(2), and no Class Member shall have any right to request exclusion from the Settlement Class unless the Court expressly orders otherwise. The Court's requiring or permitting any opt-out or exclusion right shall constitute a material modification of the Settlement and the parties shall have the right, in each party's sole discretion, to terminate this Stipulation pursuant to Paragraphs 50-51.

H. ATTORNEY'S FEES AND EXPENSES

22. Plaintiff's Counsel intends to petition the Court for a Fee and Expense Award of up to $2,600,000, which application will be wholly inclusive of any request for attorneys' fees, in addition to expenses, on behalf of any Class Member or their counsel in connection with the Settlement and may also include a provision for a representative-party award to the named Plaintiff not to exceed $2000, payable out of any Fee and Expense Award. Defendants take no position with respect to the amount of the requested Fee and Expense Award. The Settling Parties acknowledge

and agree that any Fee and Expense Award in connection with the Settlement shall be paid from the Settlement Fund and shall reduce the Settlement consideration paid to the Class accordingly. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties except as set forth in this Stipulation.

23. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiff's Counsel immediately upon award by the Court, notwithstanding the existence of any timely filed objections to the Fee and Expense Award or any appeal or potential for appeal therefrom, or collateral attack on the Fee and Expense Award, the Settlement, or any part thereof, subject to Plaintiff's Counsel's obligation to make refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (a) receiving from Defendants' Counsel a Termination Notice pursuant to the terms of this Stipulation; or (b) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final.

24. This Stipulation, the Settlement, the Order and Final Judgment, and whether the Order and Final Judgment becomes Final, are not conditioned upon the approval of any Fee and Expense Award, either at all or in any particular amount, by the Court. The Fee and Expense Award may be considered separately from this Stipulation and the proposed Settlement. Any disapproval or modification of the Fee and Expense Award by the Court or on appeal shall not (a) affect or delay the enforceability of this Stipulation or the Settlement, (b) provide any Settling Party the right to terminate the Settlement, (c) affect or delay the binding effect or finality of the Order and Final Judgment or the release of the Released Claims against the Released Parties, or (d) prevent the occurrence of the Effective Date.

25. Plaintiff's Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class member, except as may be approved by the Court.

26. Plaintiff's Counsel shall be responsible for allocating and paying any portion of the Fee and Expense Award to any Person claiming an interest in such Fee and Expense Award. Defendants and Released Defendants Parties shall not have any liability to any Plaintiff, Class Member, or counsel for any Class member for any claimed attorneys' fees and expenses, or service award in connection with the Action or the Settlement.

I. THE SETTLEMENT FUND

27. The Settlement Fund shall be used to pay: (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. The Net Settlement Fund then shall be distributed pursuant to the Plan of Allocation approved by the Court.

28. 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 shall be deemed to be in the 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 to Defendants pursuant to the terms of this Stipulation and/or further order of the Court.

29. 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 the United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held in the Escrow Account 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.

30. The Settlement Fund is intended to be a "qualified settlement fund" within the meaning of Treasury Regulation § 1.468B-1, and Plaintiff's Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for timely and properly 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. Upon written request, Defendants shall provide to Plaintiff's Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiff's 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. Plaintiff's Counsel, as administrator 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.

31. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiff's Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with Paragraph 30 above 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. Defendants and Released Defendants Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiff's Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

32. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, any other Released Defendants Parties, or any other Person who or which paid any portion of the Settlement Amount, shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of the recipients of the Settlement Payment to deposit funds distributed by the Settlement Administrator.

J. NOTICE TO CLASS MEMBERS

33. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail, postage prepaid, or other mail service if mailed outside the United States, the Notice Package, including the Notice with the Plan of Allocation, attached hereto as **Exhibit B**, and the Proof of Claim and Release Form, attached hereto as **Exhibit B-1**, to each Class Member at their last known address appearing in the Securities Transfer Records. All record holders of stock who hold such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners.

34. In accordance with the Scheduling Order, Plaintiff's Counsel or the Settlement Administrator shall also cause the Summary Notice to be published over the PR Newswire.

35. The proposed Notice Package to be mailed to Class Members in accordance with the Scheduling Order apprises Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

36. The Settling Parties further agree that the Notice Package, as approved by the Court, and other relevant documents will be posted online by the Settlement Administrator in accordance with the Scheduling Order.

37. Subject to the approval of the Court, Plaintiff shall retain a Settlement Administrator to provide all notices approved by the Court to Class Members, to establish and maintain the Settlement website, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

38. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff or the Released Defendants Parties, or any of their attorneys have any liability or responsibility for the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to the Defendants.

K. DISTRIBUTION OF THE SETTLEMENT FUND

39. Plaintiff's Counsel shall retain a Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Class Members as set forth in the Plan of Allocation, included in **Exhibit B**

attached hereto. Defendants and Released Defendants Parties shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator, the giving of Notice to the Class, or the disbursement of the Net Settlement Fund to Authorized Claimants.

40. For purposes of distributing the Net Settlement Fund to Class Members, Defendants, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall, within ten (10) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiff's Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel: (i) the Securities Transfer Records and an allocation report, "chill" report or such other report generated by DTC providing, for each relevant DTC Participant on the Redemption Deadline, the participant's "DTC number," the relevant number of shares of Common Stock held as of the Redemption Deadline, and the address or other contact information used to communicate with the authorized representative of each such DTC Participant; (ii) the Securities Transfer Records for Redeeming Stockholders, and (iii) the Securities Transfer Records for Excluded Persons.

41. In addition to the information to be provided under Paragraph 40 above, Defendants, at the request of Plaintiff and/or Plaintiff's Counsel, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall make reasonable efforts to promptly provide such additional information as

may be required to provide notice and/or distribute the Net Settlement Fund to Class Members and to ensure that the Net Settlement Fund is paid only to Class Members as to Eligible Shares, and not to Excluded Persons, including, without limitation, using reasonable efforts to obtain suppression letters from Excluded Persons who are Defendants and/or the brokers of such Excluded Persons if requested to do so by DTC.

42. Excluded Persons shall not have any right to receive any part of the Settlement Fund for their own account(s) (i.e., accounts in which they hold a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, under any theory, including, but not limited to, contract, application of statutory or judicial law, or equity. To the extent any Excluded Person receives a portion of the Settlement Fund, it must promptly return it. Within ten (10) business days after the Court's entry of the Scheduling Order, Defendants and/or Defendants' Counsel, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall work with Plaintiff's Counsel to obtain such additional information as may be required to distribute the Net Settlement Fund to Authorized Claimants and not to Excluded Persons, including: (i) the number of shares of FGNA Class A Common Stock held by Excluded Persons as of the Redemption Deadline; and (ii) the account

information of where the Excluded Persons held their FGNA Class A Common Stock as of the Redemption Deadline.

43. The Net Settlement Fund shall be allocated and distributed to Eligible Class Members in accordance with the Plan of Allocation, set forth in detail in **Exhibit B** hereto, which is subject to approval by the Court.

44. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if feasible, after consulting with Plaintiff's Counsel, without further Order of the Court, distribute such balance among the Settlement Payment recipients who received and deposited the initial distribution, in the same manner as the initial distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may seek leave of the Court to instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated Taxes, Tax Expenses, and other Administrative Costs and expenses, to the Delaware Combined Campaign for Justice. Neither Defendants nor Released Defendants Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

45. Notwithstanding anything to the contrary in this Stipulation, the Plan of Allocation is not a necessary term of the Settlement or this Stipulation, and it is not a condition of the Settlement or this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in connection with the Settlement.

46. The Net Settlement Fund shall be distributed to Authorized Claimants only after the Effective Date of the Settlement and after all Notice Costs, all Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

47. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, Defendants, the other Released Defendants Parties, and each of 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 on behalf of a Class Member, the payment or withholding of Taxes (including interest

and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

48. All proceedings with respect to the administration of the Settlement and distribution shall be subject to the exclusive jurisdiction of the Court.

49. Except as otherwise ordered by the Court, all Class Members who fail to timely submit a Proof of Claim and Release Form within the period provided for in the Notice, or such other period as may be ordered by the Court, shall be forever barred from receiving any payments pursuant to the Stipulation and the Settlement set forth herein, but will in all other respects be subject to and bound by the provisions of the Stipulation, the releases contained herein, and the Order and Final Judgment. Notwithstanding the foregoing, Plaintiff's Counsel shall have the discretion (but not the obligation) to accept for processing late-submitted claims so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Plaintiff, Plaintiff's Counsel, Defendants, Defendants' Counsel, Released Defendants Parties, or the Settlement Administrator by reason of the exercise or non-exercise of such discretion.

L. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

50. Plaintiff and any of the Defendants shall have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other

parties to this Stipulation within twenty (20) calendar days after: (i) the Court's final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (ii) the Court's refusal to approve the Settlement, or any material part thereof and such final refusal decision has become Final; (iii) the Court's final refusal to enter the Order and Final Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (iv) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such appellate court order modifying or reversing the Order and Final Judgment becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation only after: (i) providing a Termination Notice within thirty (30) calendar days after any failure of the Defendants to pay or cause to be paid the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2 of this Stipulation; and (ii) the expiration of ten (10) calendar days after providing the Termination Notice. For the avoidance of doubt, the Settling Parties stipulate and agree that any change to the scope or substance of the Releases provided for in this Stipulation and the Settlement would constitute a material change that gives rise to each of the Settling Parties' rights to terminate this Stipulation and the Settlement in accordance with this Paragraph. Neither a modification or rejection of any Fee and Expense Award nor a reversal on appeal of any Fee and Expense Award awarded by the Court or any order modifying or rejecting the Plan of Allocation shall be deemed a material modification of the Order and Final Judgment or this Stipulation.

51. In the event that the Settlement is terminated pursuant to the terms of Paragraph 50 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and this Stipulation (other than this Paragraph 51 and Paragraphs 12, 23, 28, 31, 48, 52, 54, 56, 72, and 73 of this Stipulation) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status as of immediately prior to the Settling Parties' entry into the agreement in principle reached on February 6, 2026, and no materials created by or received from any Settling Party that were generated for the purposes of the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation; (vi) Plaintiff and Defendants shall promptly meet and confer and jointly petition the Court for a case scheduling order; (vii) the Settling Parties shall proceed

in all respects as if the Settlement and this Stipulation (other than this paragraph) had not been entered into by the Settling Parties; and (viii) within fifteen (15) calendar days after joint written notification of termination is sent by the Settling Parties' respective counsel to the Escrow Agent, the Settlement Fund (including accrued interest thereon, and any other change in value as a result of the investment of all or any portion of the Settlement Fund, and any funds received by Plaintiff's Counsel consistent with Paragraph 2 of this Stipulation), less any Notice and Administration Costs actually incurred, paid, or payable, and less any Taxes and Tax Expenses paid, due, or owing, shall be refunded by the Escrow Agent directly to the Persons who made payments pursuant to Paragraph 2 above in such amounts as directed by Defendants' Counsel.

M. NO ADMISSION OF LIABILITY

52. It is expressly understood and agreed that neither the Settlement nor any act or omission in connection therewith is intended or shall be deemed or argued to be evidence of or to constitute an admission or concession by: (a) Defendants or any of 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; or (b) Plaintiff that any of his claims lack merit in any respect whatsoever, that any Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount. The provisions in this Paragraph shall remain in force in the event that this Stipulation or the Settlement is terminated for any reason whatsoever.

53. The Released Parties may file this Stipulation and/or the Order and Final Judgment in any action that has been or may be brought against them in order to support a claim or defense based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim or in connection with any insurance litigation.

N. MISCELLANEOUS PROVISIONS

54. Defendants warrant that, as to the payments made or to be made on behalf of Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of their knowledge, none of the Defendants is insolvent, nor will the payment required to be made on behalf of the Defendants render the Defendants insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

55. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

56. 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 on behalf of the 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 Plaintiff, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Order and Final Judgment entered pursuant to this Stipulation, in which event (i) the Releases and the Order and Final Judgment shall be null and void; (ii) the Settling Parties shall be restored to their respective positions in the litigation as provided in Paragraph 51 of this Stipulation; (iii) Plaintiff's Counsel shall refund the Fee and Expense Award consistent with Paragraph 22 of this Stipulation; and (iv) any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund, and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned to the Persons who made payments pursuant to Paragraph 2 above in such amounts as directed by Defendants' Counsel. Before directing Plaintiff's Counsel

and/or the Escrow Agent pursuant to this paragraph, Defendants' Counsel shall notify the Persons who made payments pursuant to Paragraph 2 above and obtain their written approval of the proposed refund directions to be given to Plaintiff's Counsel and/or the Escrow Agent.

57. This Stipulation shall be deemed to have been mutually prepared by the Settling Parties and shall not be construed against any of them by reason of authorship.

58. The Settling Parties agree that in the event of any breach of this Stipulation, all of the Settling Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

59. This Stipulation may be executed in one or more counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement. Any signature to this Stipulation by means of facsimile or other electronic means shall be treated in all manner and respects as an original signature and shall be considered to have the same binding legal effect as if it were the original signed version thereof and without any necessity for delivery of the original signed signature pages in order for this Stipulation to constitute a binding agreement.

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

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

62. Each counsel or other person executing this Stipulation on behalf of any Settling Party warrants that he or she has the full authority to bind his or her principal to this Stipulation.

63. Plaintiff represents and warrants that Plaintiff is a member of the Class and has not assigned, encumbered, or in any manner transferred, in whole or in part, any of the Released Plaintiff's Claims.

64. This Stipulation shall not be modified or amended, nor shall any provision of this Stipulation be deemed waived, unless such modification, amendment, or waiver is in writing and executed by or on behalf of all of the Settling Parties (or their successors-in-interest).

65. Any failure by any Settling Party to insist upon the strict performance by any other Settling Party of any of the provisions of this Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Settling Party, notwithstanding such failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Stipulation to be performed by such other Settling Party. Waiver by any Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other

prior or subsequent breach of this Stipulation, and failure by any Settling Party to assert any claim for breach of this Stipulation shall not be deemed to be a waiver as to that or any other breach and will not preclude any Settling Party from seeking to remedy a breach and enforce the terms of this Stipulation. Each of the Defendants' respective obligations hereunder are several and not joint, and the breach or default by one of the Defendants shall not be imputed to, nor shall any Defendant have any liability or responsibility for, the obligations of any other Settling Party herein.

66. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Settling Parties (and, in the case of the Releases, all Released Parties as third-party beneficiaries), and their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns, including, without limitation, any corporation or other entity with which any party hereto may merge, reorganize, or otherwise consolidate.

67. Notwithstanding the entry of the Order and Final Judgment, the Court shall retain jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of this Stipulation and the Settlement, and all of the Settling Parties submit to the jurisdiction of the Court for all matters relating to the administration, enforcement, and consummation of the Settlement and the implementation, enforcement, and interpretation of this Stipulation. For any such

action (but no other action) brought in the Court, each of the Settling Parties (i) consents to personal jurisdiction, (ii) consents to service of process on such Settling Party by email to its undersigned counsel, and (iii) waives any objection to venue in the Court and any claim that the Court is an inconvenient forum.

68. The construction and interpretation of this Stipulation, and any and all disputes arising out of or relating in any way to this Stipulation, shall be governed by and construed in accordance with the internal laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto.

69. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

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

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

72. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Settling Parties and their respective counsel shall use their best efforts to keep all negotiations, discussions, and drafts in connection with this Stipulation confidential.

73. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive the Settlement and entry of the Order and Final Judgment.

74. This Stipulation and the Exhibits (**Exhibit A**: [Proposed] Scheduling Order with Respect to Notice and Settlement Hearing; **Exhibit B**: Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; **Exhibit B-1**: Proof of Claim and Release Form; **Exhibit C**: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; **Exhibit D**: [Proposed] Order and Final Judgment); and the Defendants' agreement amongst themselves regarding the funding of the payment of the Settlement Amount, constitute the entire agreement among the Settling Parties with respect to the subject matter hereof. The Exhibits are incorporated by reference as if set forth herein verbatim, and the terms of all Exhibits are expressly made part of this Stipulation; provided, however, that if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit, the terms of this Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Settling Party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

75. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against Released Defendants Parties with respect to Released Plaintiff's Claims. Accordingly, Plaintiff, Defendants, and their respective counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. Plaintiff and Defendants represent and agree that the terms of the Settlement reached between Plaintiff and Defendants were negotiated at arms' length and in good faith by Plaintiff and Defendants, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

76. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their respective counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. While retaining their right to assert that the claims in the Action were meritorious, Plaintiff and his respective counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was defended in bad faith, nor will they deny that the

Action was defended in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, the Settling Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

IN WITNESS WHEREOF, the Settling Parties, through their undersigned counsel, have executed this Stipulation.

Signature Page Follows

Dated: April 24, 2026

GRANT & EISENHOFER P.A.

/s/ Christine M. Mackintosh
Christine M. Mackintosh (#5085)
Rebecca A. Musarra (#6382)
Demetrius Davis (#7188)
123 Justison Street, 7th Floor
Wilmington, Delaware 19801
(302) 622-7000
cmackintosh@gelaw.com
rmusarra@gelaw.com
ddavis@gelaw.com

/s/ Justin O. Reliford
Justin O. Reliford (#7333)
SCOTT+SCOTT
ATTORNEYS AT LAW LLP
222 Delaware Avenue, Suite 1405
Wilmington, DE 19801
(302) 578-7345
jreliford@scott-scott.com

Attorneys for Plaintiff Sean Murray

QUINN EMANUEL URQUHART & SULLIVAN, LLP

/s/ Michael A. Barlow
Michael A. Barlow (#3928)
Shannon M. Doughty (#6785)
500 Delaware Avenue, Suite 220
Wilmington, Delaware 19801
(302) 302-4000
michaelbarlow@quinnemanuel.com
shannondoughty@quinnemanuel.com

Attorneys for Defendant Jared Kaplan

POTTER ANDERSON & CORROON LLP

/s/ Kevin R. Shannon
Kevin R. Shannon (#3137)
Christopher N. Kelly (#5717)
Heather S. Townsend (#7274)
1313 North Market Street
Hercules Plaza, 6th Floor
Wilmington, DE 19801
(302) 984-6000
kshannon@potteranderson.com
ckelly@potteranderson.com
htownsend@potteranderson.com

Attorneys for Defendants Theodore Schwartz, Todd Schwartz, and Schwartz Capital Group

HALLORAN FARKAS + KITTILA LLP

/s/ John G. Harris
John G. Harris
5722 Kennett Pike
Wilmington, DE 19807
jgh@hfk.law

Attorneys for Defendant ThinkEquity LLC

ABRAMS & BAYLISS LLP

/s/ Caleb Volz
E. Wade Houston (#6289)
Caleb Volz (#7144)
20 Montchanin Road, Suite 200
Wilmington, DE 19807
(302) 778-1000

Attorneys for the FGNA Defendants