



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE THOUGHTWORKS
HOLDING, INC.

Consolidated
C.A. No. 2024-1295-BWD

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE**

This Stipulation and Agreement of Settlement, Compromise, and Release, dated August 31, 2026 (the “**Stipulation**”), is entered into by and among: (i) plaintiffs Genesee County Employees’ Retirement System, Laborers’ District Council and Contractors’ Pension Fund of Ohio, and Think Investments LP (together, “**Lead Plaintiffs**”), on behalf of themselves and all other members of the Court-certified Class (as defined in paragraph 1(a) below); (ii) petitioners Think India Opportunities Master Fund LP and TIMF LP (collectively, “**Settlement Petitioners**”), who are members of the Class; and (iii) defendants Salim Nathoo, Rohan Haldea, Ian Davis, Gina Loftin, and Michael Sutcliff (together, the “**Individual Defendants**”), Thoughtworks Holding, Inc. (“**Thoughtworks**” or the “**Company**”), and Apax Partners LLP, Turing EquityCo II L.P., and Apax IX GP Co. Limited (together, “**Apax**,” and collectively with the Individual Defendants and Thoughtworks, “**Defendants**”) (Lead Plaintiffs, Settlement Petitioners, and Defendants, together, the “**Parties**”).¹ Upon the terms and subject to the conditions

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

set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned consolidated appraisal and stockholder class action (the “**Action**”).

WHEREAS:

A. On August 5, 2024, Thoughtworks announced that it had entered into an Agreement and Plan of Merger under which certain funds advised by Apax Partners LLP would purchase all of the outstanding shares of Thoughtworks common stock that they did not already own for \$4.40 per share in cash (the “**Transaction**”).

B. On August 5, 2024, Turing EquityCo II L.P., which was the holder of a majority of the issued and outstanding shares of Thoughtworks common stock and an affiliate of certain investment funds advised by Apax Partners LLP, executed a stockholder written consent approving and adopting the Merger Agreement and the transactions contemplated thereby. The Transaction was not subject to minority stockholder approval and, on November 13, 2024, the Transaction closed.

C. On September 18 and September 23, 2024, Lead Plaintiffs Genesee County Employees’ Retirement System, Laborers’ District Council and Contractors’ Pension Fund of Ohio, and Think Investments LP served books and records demands

pursuant to 8 *Del. C.* § 220 (the “**220 Demands**”). In response to the 220 Demands, Thoughtworks produced documents.

D. On November 14, 2024, December 13, 2024, January 14, 2025, and February 14, 2025 Petitioners Matthew Q. Giffuni, Think India Opportunities Master Fund LP, TIMF LP, Alpine Partners (BVI), L.P., and Quadre Investments L.P. filed petitions for appraisal.

E. On February 24, 2025, the Court granted an Order consolidating the appraisal actions (the “**Appraisal Actions**”).

F. On April 2, 2025, Lead Plaintiffs Genesee County Employees’ Retirement System, Laborers’ District Council and Contractors’ Pension Fund of Ohio, and Think Investments LP filed a Verified Class Action Complaint (the “**Complaint**”) that incorporated the documents produced in response to the 220 Demands and that alleged breaches of fiduciary duty against Defendants (the “**Class Action**”). The Complaint alleged that: (i) Apax breached its fiduciary duties in its capacity as Thoughtworks’ controlling stockholder by taking the Company private at an unfair price and following an unfair process in which Apax, among other things, used its alleged informational advantage to take the Company private before the Company’s new CEO could implement his turnaround plan and (ii) Apax’s constituency directors on the Board and the Company’s CEO breached their fiduciary duties by, among other things, voting in favor of the unfair Transaction.

G. The relief sought in the Complaint included requests for (i) a finding that all Defendants were liable for breaching their fiduciary duties owed to Lead Plaintiffs and the Class; (ii) damages, including, but not limited to, compensatory, equitable, and rescissory damages; (iii) pre-judgment and post-judgment interest; (iv) reasonable attorneys' and experts' witness fees and other costs; and (v) such other relief as the Court deemed just and equitable.

H. On April 25, 2025, the Court entered an Order consolidating the Appraisal Actions and the Class Action.

I. On May 6, 2025, Defendants answered the Complaint. Defendants asserted that, at all times, they complied with their fiduciary duties with respect to the Transaction. Defendants further asserted that the Transaction was financially fair and followed a fair process in which an independent Special Committee consisting of four independent and disinterested directors of the Company's Board negotiated and recommended the Transaction.

J. On June 23, 2025, the Court granted a Stipulation and Proposed Order Governing Case Schedule.

K. Lead Plaintiffs served document requests on Defendants, and served document subpoenas on nine third parties, including Goldman Sachs and Lazard.

L. In 2025 and 2026, extensive fact discovery occurred, including: (i) the production of (a) more than 96,000 documents by Defendants totaling more than

750,000 pages and (b) more than 47,000 documents by third parties; (ii) six depositions; and (iii) propounding, responding, and objecting to interrogatories.

M. On February 20, 2026, the Court granted a Stipulation and Proposed Order Governing Amended Case Schedule, which among other things extended the fact discovery deadline to June 12, 2026.

N. The Parties scheduled a mediation with David Murphy (the “**Mediator**”) for April 13, 2026. In advance of the mediation, Lead Plaintiffs and Defendants exchanged opening and reply mediation statements, which included extensive factual support from the discovery record and damages analyses.

O. On April 13, 2026, the Parties participated in an initial mediation session before the Mediator. The initial mediation session was not successful, but talks continued over the next several months.

P. On May 1, 2026, the Court entered the Stipulation and Order Regarding Class Certification, Dkt. 54 (the “**Class Certification Order**”), certifying a non-opt out Class pursuant to Rules 23(a), 23(b)(1), and 23(b)(2) of the Rules of the Court of Chancery, and appointing Lead Plaintiffs as representatives for the Class and Johnson Van Kwawegen LLP, Block & Leviton LLP, Labaton Keller Sucharow LLP, and Bernstein Litowitz Berger & Grossmann LLP as lead counsel for the Class (“**Lead Counsel**”).

Q. On June 17, 2026, the Parties agreed to resolve the Class Action for \$31 million in cash.

R. At the time the Parties agreed to settle, Lead Plaintiffs were scheduled to take—and had prepared or were preparing to take—an additional 10-15 depositions within the next month.

S. Trial was scheduled to take place for five consecutive days over the week of December 7-11, 2026.

T. On July 27, 2026, the Parties executed a term sheet memorializing their agreement in principle to resolve the Action (the “**Term Sheet**”).

U. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement among the Parties to resolve the Action and supersedes the Term Sheet.

V. Lead Plaintiffs, through Lead Counsel, have conducted an investigation and pursued extensive discovery relating to the claims and the underlying events alleged in the Action. Lead Counsel has analyzed the evidence adduced during the investigation and discovery as described above and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Lead Plaintiffs engaged with several experts to analyze the potential damages in the case. This investigation and analysis, as well as the settlement negotiations between the Parties, provided Lead Plaintiffs with a detailed

basis upon which to assess the relative strengths and weaknesses of Lead Plaintiffs' and Defendants' respective positions in the Action.

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

X. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Lead Plaintiffs and the Class, and further deny that Lead Plaintiffs or Settlement Petitioners have asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that at all relevant times they acted

properly, in good faith, and in a manner consistent with their legal duties. Accordingly, Defendants are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

Y. The Parties recognize that the Action has been filed and prosecuted by Lead Plaintiffs and Settlement Petitioners in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, 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 and with the assistance of the Mediator.

NOW, THEREFORE, it is **STIPULATED AND AGREED**, by and among Lead Plaintiffs (individually and on behalf of the Class), Settlement Petitioners, and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Lead Plaintiffs and the Class, the sufficiency of which is acknowledged, the claims asserted in the Action on behalf of Lead Plaintiffs, Settlement Petitioners, and the

Class against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, the Released Plaintiffs' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and the Released Defendants' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

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

(a) **“Class”** means the class as defined in the Stipulation and Order Regarding Class Certification, which was granted by the Court on May 1, 2026 (Dkt. 54), i.e., a non-opt-out class consisting of all record holders and beneficial owners of common stock of Thoughtworks whose shares were exchanged for or had the right to receive in exchange \$4.40 per share in cash at the closing of the acquisition of Thoughtworks (the **“Transaction”**) by affiliates of certain investment funds advised by Apax Partners LLP on November 13, 2024 (the **“Closing”**), including their heirs, successors in interest, successors, transferees, and assigns, but excluding all Excluded Persons.

(b) **“Class Member”** means a member of the Class.

(c) **“Defendants’ Counsel”** means Kirkland & Ellis LLP and Richards, Layton & Finger, P.A.

(d) **“DTC”** means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(e) **“Excluded Persons”** means each Defendant, any person who was a director or officer of Thoughtworks immediately before the Closing, as well as the members of the immediate families of any of the foregoing (as applicable); any entity in which any of the foregoing has a controlling interest; any of the foregoing’s respective parents or subsidiaries or general partners; any trusts, estates, entities, or accounts that held Thoughtworks shares for the benefit of any of the foregoing, and any of the foregoing’s heirs, successors, or assignees.

(f) **“Effective Date”** means the first date by which all of the events and conditions specified in paragraph 30 of this Stipulation have been met and have occurred or have been waived.

(g) **“Escrow Account”** means the interest-bearing escrow account to be established and maintained at Huntington Bank and into which the Settlement Amount shall be deposited.

(h) **“Escrow Agent”** means Huntington Bank.

(i) **“Final,”** when referring to the Judgment or any other Court order, means (i) if no appeal is filed, the expiration date of the time provided for

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

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

(k) “**Litigation Expenses**” means the costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the

Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the Settlement Fund.

(l) “**Net Settlement Fund**” means the Settlement Fund, less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded attorneys' fees and/or Litigation Expenses to Plaintiffs' Counsel to be paid from the Settlement Fund; and (iv) any other costs or fees approved by the Court.

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

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

(o) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice, to be approved by the Court, whereby the Net Settlement Fund shall in the future be distributed to Class Members.

(p) **“Plaintiffs’ Counsel”** means Lead Counsel and VMT Law, P.C., additional counsel for Lead Plaintiff Genesee County Employees’ Retirement System.

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

(r) **“Released Defendants’ Claims”** means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature that arise out of or relate in any way to the institution, prosecution, or settlement of the claims in the Action. Notwithstanding any of the foregoing, the Released Defendants’ Claims shall not include claims to enforce the Settlement.

(s) **“Released Defendants’ Persons”** means Defendants, and their affiliates (including any investment fund that has invested in the Defendants and any investment advisory entity of such investment fund), and each of their respective officers, directors, employees, predecessors, successors, immediate family

members, partners, insurers, representatives, attorneys, experts, auditors, and accountants, in their capacities as such.

(t) **“Released Persons”** means, collectively, the Released Plaintiffs’ Persons and the Released Defendants’ Persons.

(u) **“Released Plaintiffs’ Claims”** means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature, that Lead Plaintiffs, Settlement Petitioners, and any other member of the Class: (i) asserted in the Action; or (ii) could have asserted in the Action or any forum that arise out of, are based upon, or relate to (a) the allegations, transactions, facts, events, matters, occurrences, disclosures, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action, (b) the Transaction or any other disclosures relating to or concerning the Transaction, and (c) the ownership of Thoughtworks common stock as of the Closing. Notwithstanding any of the foregoing, the Released Plaintiffs’ Claims shall not include (i) claims to enforce the Settlement; or (ii) the

appraisal rights of Petitioners Alpine Partners (BVI), L.P., Matt Giffuni, and Quadre Investments, L.P., asserted in *Alpine Partners (BVI), L.P. v. Thoughtworks Holding, Inc.*, C.A. No. 2025-0039-BWD, *Giffuni v. Thoughtworks Holding, Inc.*, C.A. No. 2024-1166-BWD, and *Quadre Investments, L.P. v. Thoughtworks Holding, Inc.*, C.A. No. 2025-0162-BWD, which were consolidated into *In re Appraisal of Thoughtworks Holding, Inc.*, C.A. No. 2024-1295-BWD.

(v) “**Released Plaintiffs’ Persons**” means Lead Plaintiffs, Settlement Petitioners, and all other members of the Class and their affiliates, and each of their respective officers, directors, employees, predecessors, successors, immediate family members, partners, insurers, representatives, attorneys, experts, auditors, and accountants, in their capacities as such.

(w) “**Releases**” means the releases set forth in paragraphs 3-4 of this Stipulation.

(x) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing Notice of the Settlement and scheduling Settlement-related events.

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

(z) “**Settlement Administrator**” means the settlement administrator selected by Lead Plaintiffs to provide Notice to the Class and administer the Settlement.

(aa) “**Settlement Amount**” means \$31,000,000.00 (U.S. Dollars) in cash.

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

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

(dd) “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Appraisal and 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.

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

(ff) “**Unknown Claims**” means any claims that any Lead Plaintiff, Settlement Petitioner, Class Member, or Defendant does not know or suspect to exist in his, her, or its favor at the time of the Release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiffs, Settlement Petitioners, and Defendants shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties 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 Plaintiffs’ Claims and the Released Defendants’ Claims, but that it is the intention of Lead Plaintiffs, Settlement Petitioners, and Defendants to completely, fully, finally, and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendants’

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. Lead Plaintiffs, Settlement Petitioners, and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

II. RELEASE OF CLAIMS

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

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiffs, Settlement Petitioners, and all other Class Members shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Plaintiffs' Claims against Defendants and the other Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Defendants' Claims against Lead Plaintiffs, Settlement Petitioners, and the other Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Defendants' Claims against any of the Released Plaintiffs' Persons.

5. Notwithstanding paragraphs 3-4 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

III. SETTLEMENT CONSIDERATION

6. Defendants shall cause the \$31,000,000.00 Settlement Amount to be deposited into the Escrow Account no later than thirty (30) calendar days prior to the Settlement Hearing, provided that, at the time this Stipulation is filed with the Court, Lead Counsel delivers to Defendants' Counsel all necessary wiring/payment information, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested to

effectuate payment into the Escrow Account (including the name and telephone number of a person with knowledge who verbally can confirm wiring instructions).

IV. USE OF SETTLEMENT FUND

7. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court to Plaintiffs' Counsel from the Settlement Fund; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court. Should there be any balance remaining in the Net Settlement Fund (whether by reason of Tax refunds, uncashed checks, or otherwise), such balance shall be redistributed to identifiable Class Members in accordance with the Plan of Allocation or, if Lead Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Combined Campaign for Justice.

8. Lead Counsel shall arrange for the Escrow Account to be established with Huntington Bank as the Escrow Agent, subject to an escrow agreement between Lead Counsel and the Escrow Agent (the "**Escrow Agreement**"). The Escrow Account shall be administered under the Court's continuing supervision and control. In the event that the appointment of a replacement Escrow Agent is required, the

substituted Escrow Agent must be a nationally recognized bank, whose appointment is subject to the consent of Defendants, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Stipulation and the Escrow Agreement are read together, the terms of this Stipulation shall control.

9. 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 custodia legis* of the Court and shall remain subject to the exclusive jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith

and credit of the United States. All risks related to the investment of the Settlement Fund shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Defendants.

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

11. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Lead 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 the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

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

13. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing

the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the reasonable administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the reasonable fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all reasonable Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

14. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "**Fee and Expense Award**") to be paid solely from (and out of) the Settlement Fund. Plaintiffs' Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

15. The Fee and Expense Award shall be paid to Plaintiffs' Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to the obligation of Plaintiffs' Counsel,

Lead Plaintiffs, and Settlement Petitioners to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if 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. Plaintiffs' Counsel, Lead Plaintiffs, and Settlement Petitioners shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs' Counsel, Lead Plaintiffs, or Settlement Petitioners may cancel or terminate the Settlement based on

this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

16. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiffs' Counsel.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

17. As soon as practicable after execution of this Stipulation, Lead Plaintiffs shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (i) the dissemination by mail (or email) of the Notice; (ii) the publication of the Summary Notice; and (iii) the scheduling of the Settlement Hearing to consider: (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (c) Plaintiffs' Counsel's application for a Fee and Expense Award and approval of the proposed Plan of Allocation, and (d) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in the

Scheduling Order may be changed by the Court without further written notice to the Class.

18. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VII. SETTLEMENT ADMINISTRATION

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

20. Defendants shall cooperate with Lead Plaintiffs in providing notice of the Settlement and administering the Settlement, including providing the "Class Member Records" in accordance with paragraph 21 below and the "Payment Records" in accordance with paragraph 22 below. All information provided by Defendants in accordance with paragraphs 21, 22, and 23 below is to be used solely to the extent necessary to effectuate the Settlement.

21. For purposes of providing notice of the Settlement to potential Class Members, no later than September 3, 2026, Defendants, at no cost to the Settlement

Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Lead Counsel in an electronically searchable form, such as Excel, the following information (the "**Class Member Records**"):

(a) the stockholder register from the Company's transfer agent containing the names, mailing addresses and, if available, email addresses for all registered holders of Company common stock ("**Registered Holders**") as of the Closing, and for each of those Registered Holders, the number of shares of Company common stock held as of the Closing; and

(b) the allocation report generated by the DTC (the "**Allocation Report**"), setting forth (1) each DTC participant ("**DTC Participant**") that held shares of Company common stock as of the Closing; (2) the number of shares of Company common stock held by each DTC Participant as of the Closing; and (3) the "DTC Number" of each such DTC Participant.

22. For purposes of distributing the Net Settlement Fund to eligible Class Members, no later than ten (10) business days after the date of execution of this Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Lead Counsel in an electronically searchable form, such as Excel, the following information (the "**Payment Records**"):

(a) a list of the Excluded Persons; and

(b) for each of the Excluded Persons: (1) the number of shares of Company common stock owned by the Excluded Person as of the Closing (the “**Excluded Shares**”); (2) the number of “registered” or “record owned” Excluded Shares held by the Excluded Person and the number of “beneficially owned” Excluded Shares held by the Excluded Person via a financial institution on behalf of the Excluded Person; and (3) for each of the “beneficially owned” Excluded Shares, the name and “DTC Number” of the financial institution(s) where the Excluded Shares were held, the Excluded Person’s account number(s) at such financial institution(s), and the number of Excluded Shares held by the Excluded Person in each such account.

23. At the request of Lead Counsel, Defendants will use reasonable best efforts to provide such additional information or documentation as may be required to distribute the Net Settlement Fund to eligible Class Members and not to Excluded Persons.

24. No later than two (2) business days after the date of execution of this Stipulation, a senior lawyer from each of the Defendants’ Counsel firms shall participate in a meet-and-confer with Lead Counsel to discuss the expectations regarding the delivery of the information required above and to address any potential issues regarding the delivery of such information.

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

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

27. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved for payment from the Settlement Fund; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “**Class Distribution Order**”). At such time that Lead Counsel, in its sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Lead Counsel shall apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

28. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Lead Plaintiffs, Settlement Petitioners, Defendants, and the other Released Defendants’ Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Company common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

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

VIII. CONDITIONS OF SETTLEMENT

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

(a) the full amount of the \$31,000,000.00 Settlement Amount has been paid into the Escrow Account in accordance with paragraph 6 above;

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

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

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

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

(f) the Judgment has become Final.

31. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants, their respective insurance carriers, or any other person or entity who or which paid any portion of the Settlement Amount in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

32. Lead Plaintiffs (provided Lead Plaintiffs unanimously agree amongst themselves) and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (i) the Court’s final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (ii) the Court’s final 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 Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (iv) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, (i) Lead Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of

Defendants to pay or cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 6 above; and (ii) Defendants shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Lead Plaintiffs within thirty (30) calendar days of any decision by the Court to exclude from the certified Class any current member(s) of the Class who are not Excluded Persons or not related to or affiliated with any of the Defendants; *provided, however*, that the Settlement shall not be terminated or otherwise rendered void if Matt Giffuni, Quadre Investments L.P., or Alpine Partners (BVI), L.P. maintain and/or exercise their right to pursue their appraisal claims while the Settlement is pending Court approval so long as Matt Giffuni, Quadre Investments L.P., or Alpine Partners (BVI), L.P. are not excluded from the Class for doing so. Also, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiffs' Counsel for a Fee and Expense Award, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

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

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

(b) Lead Plaintiffs, Settlement Petitioners, and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' agreement-in-principle to settle the Action reached on June 17, 2026;

(c) the terms and provisions of this Stipulation, with the exception of this paragraph 33 and paragraphs 13, 15, 34, 56, and 57 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow Agent, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 15 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement

Amount (according to instructions to be provided by Defendants' Counsel to Lead Counsel). In the event that the funds received by Plaintiffs' Counsel consistent with paragraph 15 above have not been refunded to the Settlement Fund within the twenty (20) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants' Counsel to Lead Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 15 above.

X. NO ADMISSION OF WRONGDOING

34. Neither this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Lead Plaintiffs or Settlement Petitioners or the

validity of any Claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their Claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial;

provided, however, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement. Notwithstanding anything to the contrary in this Agreement or otherwise, Defendants may file or use this Stipulation and related materials in any action (including any audit, examination or other administrative or judicial proceeding): (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; or (iii) to support a claim for contribution and/or indemnification.

XI. MISCELLANEOUS PROVISIONS

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

36. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the U.S.

Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

37. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Lead Plaintiffs, Lead Plaintiffs and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Lead Plaintiffs, Settlement Petitioners, and Defendants shall be restored to their respective positions in the litigation as provided in paragraph 33 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in paragraph 33 above.

38. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or that could be asserted by Lead Plaintiffs, Settlement Petitioners, and any other Class Members against Defendants with respect to the Released Plaintiffs' Claims. Accordingly, Lead Plaintiffs, Settlement Petitioners, and their counsel and Defendants and their counsel agree not

to assert in any forum that this Action was brought by Lead Plaintiffs and Settlement Petitioners or defended by Defendants in bad faith or without a reasonable basis. The Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Parties, and reflect the Settlement that was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

39. While retaining their right to deny that the Claims asserted in the Action were meritorious, Defendants and their 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. Likewise, Lead Plaintiffs, Settlement Petitioners, and their 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, Lead Plaintiffs, Settlement Petitioners, and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party or Released Persons 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.

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

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

42. 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.

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

44. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for awards of attorneys’ fees and Litigation Expenses to Plaintiffs’ Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Class Members.

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

46. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

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

48. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

49. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

51. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any part of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations among the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

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

53. Lead Counsel and Defendants' Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including using their respective best efforts

to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

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

If to Lead Plaintiffs or Lead
Counsel:

Johnson Van Kwawegen LLP
Attn: Andrew E. Blumberg
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(302) 330-8001
andrew@jvk-law.com

Bernstein Litowitz Berger & Grossmann LLP
Attn: Michael D. Blatchley
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(212) 554-1400
MichaelB@blbglaw.com

Labaton Keller Sucharow LLP
Attn: Ned Weinberger
222 Delaware Avenue, Suite 1510
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(302) 573-2540
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Block & Leviton LLP
Attn: Lindsay K. Faccenda
222 Delaware Avenue, Suite 1120
Wilmington, DE 19801

(302) 499-3600
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If to Defendants:

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

56. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement. The Parties agree that all nonpublic materials and information exchanged during the course of discovery will remain confidential and not be shown, disclosed, distributed, or relied upon by the other Party, except to the extent necessary to effectuate the Settlement.

57. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall keep all negotiations, discussions (including during mediation), acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

58. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each 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 Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of August 31, 2026.

[Signatures Begin on Next Page]

Dated: August 31, 2026

BLOCK & LEVITON LLP

Of Counsel:

BLOCK & LEVITON LLP

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*Co-Lead Class Counsel for Co-Lead Plaintiff Laborers' District Council and
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Counsel for Defendants

SO ORDERED this ____ day of _____, 2026

Vice Chancellor Bonnie W. David