



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE GORES HOLDINGS IV, INC.  
STOCKHOLDER LITIGATION

CONSOLIDATED  
C.A. No. 2023-0284-LWW

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated February 7, 2025 (with the Exhibits hereto, the “Stipulation,” and the settlement contemplated hereby, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is entered into by and among the following parties: (i) Plaintiffs Richard Delman and Michael Farzad (the “Plaintiffs”), on behalf of themselves and the Class (as defined herein); (ii) Defendants Alec Gores, Randall Bort, William Patton, Jeffrey Rea, Mark Stone, Andrew McBride, Gores Sponsor IV LLC, and AEG Holdings, LLC (collectively, the “Defendants,” and together with Plaintiffs, the “Parties,” and each a “Party”); and (iii) non-party UWM Holdings Corp. (f/k/a Gores Holdings IV, Inc. (“Gores IV”)) (the “Company”), by and through their respective undersigned counsel.

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, 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, discharge, and settle the Released Claims and result in the complete dismissal of the Action with prejudice. 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 12, 2019, Gores IV, a special purpose acquisition company, was incorporated as a Delaware corporation for the purpose of effecting a merger, capital stock exchange, asset acquisition, stock purchase, reorganization, or similar business combination with one or more businesses.

B. On January 28, 2020, Gores IV consummated its initial public offering (the “IPO”) of 42.5 million units (the “Public Units”) at a price of \$10.00 per Public Unit, generating gross proceeds of \$425 million. Each Public Unit consisted of one share of Gores IV Class A Common Stock (the “Class A Common Stock”), and one-fourth of one public warrant.

C. The funds raised from the IPO were placed in a trust account for the benefit of Gores IV public stockholders, who had the right to redeem all or a portion of their shares of Class A Common Stock at a per-share price, payable in cash, equal

to their pro rata share of the aggregate amount on deposit in the trust account upon the occurrence of certain events.

D. On September 22, 2020, Gores IV entered into a business combination agreement with SFS Holding Corp., United Wholesale Mortgage, LLC, and UWM Holdings, LLC (collectively, “Legacy UWM”), pursuant to which Gores IV would merge with Legacy UWM (the “Merger”).

E. On December 16, 2020, Gores IV filed with the United States Securities and Exchange Commission a Definitive Proxy Statement concerning the Merger (such proxy statement together with any preliminary proxy filings, as well as any amendments or supplements thereto, the “Proxy”), which was mailed to Gores IV stockholders. The Proxy informed stockholders of a special meeting to be held on January 20, 2021 (the “Special Meeting”), at which, among other things, stockholders would vote whether to approve the Merger and related transactions. The Proxy also informed stockholders that the deadline for them to redeem their shares in connection with the Merger was 5:00 PM Eastern Time (ET) on January 15, 2021 (the “Redemption Deadline”).

F. Prior to the Special Meeting, the holders of 20,795 shares of Gores IV Class A Common Stock (the “Redeeming Stockholders”) exercised their right to redeem those shares and received their pro rata share of the trust proceeds.

G. On January 20, 2021, Gores IV's stockholders voted to approve the Merger and related transactions.

H. On January 21, 2021, the Merger and related transactions closed (the "Closing"). Following the Merger, Gores IV was renamed UWM Holdings Corp. (*i.e.*, the Company).

I. On August 24, 2022, Plaintiff Richard Delman made a demand to inspect certain of the Company's books and records pursuant to 8 *Del. C.* § 220, and subsequently received certain books and records in response to the demand.

J. On March 7, 2023, Plaintiff Richard Delman commenced an action against Defendants, on behalf of himself and similarly situated current and former Gores IV stockholders, by filing a Verified Class Action Complaint in the Court bearing the caption *Delman v. Gores Sponsor IV LLC*, C.A. No. 2023-0284-LWW (the "Delman Action").

K. On March 31, 2023, Plaintiff Michael Farzad commenced an action against Defendants, on behalf of himself and similarly situated current and former Gores IV stockholders, by filing a Verified Class Action Complaint in the Court bearing the caption *Farzad v. Gores Sponsor IV LLC*, C.A. No. 2023-0386-LWW (the "Farzad Action").

L. On April 11, 2023, the Court entered a Stipulation and Order for Consolidation and Appointment of Co-Lead Plaintiffs and Co-Lead Counsel (Trans.

ID 69791501) which: (i) consolidated the *Delman* Action and the *Farzad* Action into the Action; (ii) appointed Messrs. Delman and Farzad as co-lead plaintiffs in the Action; (iii) appointed counsel for Messrs. Delman and Farzad as co-lead counsel in the Action; and (iv) designated the Verified Class Action Complaint (Trans. ID 69279140) filed in the *Delman* Action as the operative complaint (the “Complaint”).

M. On June 1, 2023, Defendants filed an Answer to the Complaint (the “Answer”) (Trans. ID 70116184).

N. On November 2, 2023, the Court entered a Stipulation and Order for the Production and Exchange of Confidential Information (the “Confidentiality Order”) and a Stipulation and Order Governing Case Schedule (Trans. ID 71297857).

O. Following receipt of Defendants’ Answer, the Parties engaged in party and non-party discovery, including depositions. In total, prior to the settlement of this action, Plaintiffs had taken two depositions of Defendants, and, in total, the Parties and non-parties had produced over 77,000 documents comprised of nearly 400,000 pages in discovery.

P. On June 1, 2024, the Parties participated in a full-day mediation (the “Mediation”) before Robert A. Meyer, Esq., of JAMS.

Q. Although the Mediation session concluded without a settlement agreement, with the assistance of Mr. Meyer, the Parties continued their arm’s-

length negotiations, while also continuing discovery and moving the Action towards trial.

R. Following these arm's-lengths negotiations, the Parties reached an agreement in principle to settle the Action on June 11, 2024, after receiving and accepting a mediator's proposal on the Settlement Amount, the definitive terms of which are reflected in this Stipulation.

S. 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 Parties.

#### **Plaintiffs' Claims and the Benefits of the Settlement**

T. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel believe that the claims asserted have merit, but also believe that the Settlement set forth herein provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' 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 problems of proof associated with, and possible 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 Plaintiffs and Plaintiffs' 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 Plaintiffs of any infirmity in the claims asserted in the Action.

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

#### **Defendants' Denial of Wrongdoing and Liability**

V. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Gores IV stockholders, that the Merger was not entirely fair to, or in the best interests of, Gores IV stockholders, that Defendants have acted improperly in

any way, that Defendants have any liability or owe any damages of any kind to Plaintiffs and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Gores IV and its stockholders, and in compliance with applicable law. Defendants also deny that the Company's stockholders were harmed by any conduct of Defendants that was alleged, or could have been alleged, in the Action. 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 Gores IV and all of its stockholders.

W. Nevertheless, Defendants and the Company have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Plaintiffs' Released Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

X. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Company 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, the Company, or any other of Defendants' Released Parties as evidence of any presumption,



admission, or concession by any Defendant, the Company, or any other of Defendants' Released Parties of any fault, liability, or wrongdoing of any kind or of any damages whatsoever.

Y. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Payments, 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, CONSENTED TO, AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that (i) all Plaintiffs' Released Claims 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 Defendants' Released Parties, and (ii) all Defendants' Released Claims 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 Plaintiffs' Released Parties, upon and subject to the following terms and conditions of the Settlement:

**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. “Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, processing claims made by Eligible Class Members, calculating payments to Eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred by the Settlement Administrator or Plaintiffs’ Counsel in administering or carrying out the terms of the Settlement.

b. “Class” means a non-opt-out class for settlement purposes only, and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), consisting of all record and beneficial holders of Gores IV Class A Common Stock (including, for the avoidance of doubt, any shares of Gores IV Class A Common Stock held as part of a Public Unit) who purchased, acquired, or held such securities at any time during the Class Period, but excluding the Excluded Persons.

c. “Class Distribution Order” means an order authorizing the specific distribution of the Net Settlement Fund.

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

e. “Class Period” means the period from September 22, 2020, the date of the announcement of the Merger, through and including January 21, 2021, the date of the Closing.

f. “Custodian” means a broker-dealer, bank, sub-custodian, or other nominee that holds securities in its name on behalf of a beneficial owner.

g. “Defendants’ Counsel” means Weil, Gotshal & Manges LLP and Ross, Aronstam & Moritz LLP.

h. “Defendants’ Released Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise, that Defendants ever had, now have, or hereafter can, shall, or may have, directly, representatively, derivatively, or in any other capacity that, in full or in part, concern, relate to, arise out of, or are in any way connected to the institution, prosecution, or settlement of the claims and allegations against Defendants in the Action. For the avoidance of doubt, Defendants’ Released Claims shall not include the right to enforce this Stipulation or the Settlement.

i. “Defendants’ Released Parties” means Defendants, the Company, and Legacy UWM, as well as any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, immediate family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

j. “DTC” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

k. “DTC Participants” means all DTC participants that held Gores IV Class A Common Stock immediately after the Redemption Deadline on January 15, 2021.

l. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 14 of this Stipulation have been met and have occurred or have been waived in writing.

m. “Eligible Class Members” means those Class Members who held Eligible Shares.

n. “Eligible Shares” means shares of Gores IV Class A Common Stock owned by Class Members immediately after the Redemption Deadline, *i.e.*, January 15, 2021 at 5:00 pm ET, that were not submitted for redemption in connection with the Merger.

o. “Escrow Account” means the bank account that is maintained by Plaintiffs’ Counsel and into which the Settlement Amount will be deposited and wherein the Settlement Fund will be held.

p. “Escrow Agent” means the agent or agents who shall be chosen by Plaintiffs’ Counsel to administer the Escrow Account.

q. “Excluded Persons” means:

i. (a) Defendants; (b) members of the Immediate Family of any Defendant; (c) any person who was a manager or managing member of any Defendant as of the Closing and any members of their Immediate Family; (d) any parent, subsidiary, or affiliate of Defendants, as applicable; (e) any entity in which any Defendant or any other excluded person or entity has, or had as of the Closing, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such excluded persons or entities; and

ii. (a) the Company; and (b) any person who was an officer or director of Legacy UWM as of the Closing and any members of their Immediate Family.

r. “Exhibits” means the exhibits attached hereto.

s. “FDIC” means the Federal Deposit Insurance Corporation.

t. “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses to be paid from the Settlement Fund and approved by the Court in accordance with the Settlement, in full satisfaction of any and all claims for attorneys’ fees or expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel for any Class Member.

u. “Final” when referring to any judgment or order entered by the Court, means that one of the following has occurred: (i) the time for the filing or noticing of any motion for reconsideration, reargument, appeal, or review of the judgment or order has expired without any such filing or notice; or (ii) the judgment or order has been affirmed in all material respects on an appeal or after reconsideration or other review and 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, or otherwise affect the Order and Final Judgment.

v. “Immediate Family” means an individual’s spouse, parents, siblings, or children, and includes step and adoptive relationships. As used in this Paragraph, “spouse” shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

w. “Initial Settlement Amount” means the sum of one million dollars and zero cents United States dollars (\$1,000,000.00) in cash.

x. “Initial Settlement Payment” means the payment of the Initial Settlement Amount.

y. “Insurance Carriers” means each and every insurance company underwriting Gores IV’s D&O insurance policies for the policy period from January 21, 2020 to January 21, 2022, as amended.

z. “Lead Counsel” means Grant & Eisenhofer P.A., Robbins Geller Rudman & Dowd LLP, and Robbins LLP.

aa. “Net Settlement Fund” means the balance remaining in the Settlement Fund after the payment of (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court.

bb. “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.

cc. “Notice Costs” means the reasonable costs, fees, and expenses associated with providing notice of the Settlement to the Class.

dd. “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 Parties in writing.

ee. “Person” means any 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.

ff. “Plaintiffs’ Counsel” means Lead Counsel and Michael Klausner.

gg. “Plaintiffs’ Released Claims” means any and all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable,



whether arising under federal, state, common, local, statutory, regulatory, foreign, or other law or rule, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiffs or any other Class Member, individually or on behalf of the Class, (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action, that (1) in full or in part, concern, relate to, arise out of, or are in any way connected to the claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in the Action, and (2) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of Gores IV Class A Common Stock during the Class Period, including, but not limited to, any claims related to (i) the Merger, (ii) the Proxy, (iii) any other disclosures relating to or concerning the Merger or the Company, (iv) the alleged impairment of Gores IV stockholders' redemption rights, or (v) the control or participation of any of Defendants' Released Parties with respect to any of the foregoing. For the avoidance of doubt, Plaintiffs' Released Claims shall not include the right to enforce this Stipulation, the Settlement, or any final judgment in this Action, nor do Plaintiffs' Released Claims release any actual or potential claims held by the Company.

hh. "Plaintiffs' Released Parties" means Plaintiffs, each and every Class Member, and Plaintiffs' Counsel, as well as any and all of their respective

current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, committees, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, immediate family members, beneficiaries, estates, administrators, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, insurers, and reinsurers, and any entity under their control.

ii. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund to Eligible Class Members, set forth in the Notice, or such other plan of allocation approved by the Court.

jj. “Released Claims” means Defendants’ Released Claims and Plaintiffs’ Released Claims, collectively or individually.

kk. “Released Parties” means Defendants’ Released Parties and Plaintiffs’ Released Parties, collectively or individually.

ll. “Releases” means Defendants’ Released Claims and Plaintiffs’ Released Claims, collectively or individually. “Releases” shall have the same meaning as “Released Claims.”

mm. “Remaining Settlement Amount” means the sum of sixteen million, five hundred thousand dollars and zero cents United States Dollars (\$16,500,000.00) in cash.

nn. “Remaining Settlement Payment” means the payment of the Remaining Settlement Amount.

oo. “Scheduling Order” means the [Proposed] Scheduling Order With Respect to Notice and Settlement Hearing substantially in the form attached hereto as Exhibit A.

pp. “Securities Transfer Records” means the stock transfer records maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered holders of Gores IV Class A Common Stock during the Class Period, including information identifying all Redeeming Stockholders and the number of shares each Redeeming Stockholder redeemed.

qq. “Settlement Administrator” means the class action settlement administrator, if any, selected by Plaintiffs’ Counsel in connection with the Settlement.

rr. “Settlement Amount” means the sum of the Initial Settlement Amount and the Remaining Settlement Amount, *i.e.*, seventeen million, five hundred thousand dollars and zero cents United States Dollars (\$17,500,000.00) in cash.

ss.     “Settlement Fund” means the Settlement Amount plus all interest earned thereon.

tt.     “Settlement Hearing” means the hearing to be held by the Court to, among other things: (i) determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiffs and Plaintiffs’ Counsel have adequately represented the Class, and whether Plaintiffs should be finally appointed as Class representatives for the Class and Plaintiffs’ Counsel should be finally appointed as counsel for the Class; (iii) determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to the Class and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice and the Releases provided under this Stipulation should be granted; (v) determine whether the Order and Final Judgment approving the Settlement should be entered; (vi) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vii) determine whether and in what amount any Fee and Expense Award should be paid to Plaintiffs’ Counsel out of the Settlement Fund; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiffs’ Counsel’s application for a Fee and Expense Award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

uu. “Settlement Payments” means the Initial Settlement Payment and the Remaining Settlement Payment.

vv. “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.

ww. “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).

xx. “Tax Expenses” means 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).

yy. “Termination Notice” means written notice of a Party’s election of their right to terminate the Settlement, as provided in this Stipulation.

zz. “Unknown Claims” means (i) any Plaintiffs’ Released Claims that any Plaintiff or any other Class Member does not know or suspect to exist in their favor at the time of the release of Defendants’ Released Parties, and (ii) any Defendants’ Released Claims that any Defendant or the Company does not know or suspect to exist in their favor at the time of the release of Plaintiffs’ Released Parties, including, in both (i) and (ii), without limitation, those which, if known, might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to the Released Claims, the Parties and the Company stipulate and agree that, upon the occurrence of the Effective Date, the Parties and the Company shall expressly, and by operation of the Order and Final Judgment, each Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that 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.

The Parties and the Company acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to

or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the Parties, the Company, and Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties and the Company acknowledge, and Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definitions of “Plaintiffs’ Released Claims” and “Defendants’ Released Claims” was separately bargained for and was a material element of the Settlement and was relied upon by each and all of Plaintiffs, Defendants, and the Company in entering into this Stipulation.

**B. Settlement Consideration**

2. 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 Parties and the Company have agreed to the following:

a. The Settlement Payments:

i. The Company shall pay, or Defendants and/or the Company shall cause the Insurance Carriers to pay, the Initial Settlement Amount into the Escrow Account within ten (10) business days of the later of: (i) the Court

entering the Scheduling Order setting a hearing date to consider approval of the Settlement; and (ii) receipt by Defendants' Counsel of complete payment instructions, including a W-9, telephone and email contact information of a person with knowledge who verbally can confirm the wiring instructions, and a physical address for the designated recipient of the payment.

ii. The Company shall pay, or Defendants and/or the Company shall cause the Insurance Carriers to pay, the Remaining Settlement Amount into the Escrow Account within ten (10) business days of the later of: (i) the Court entering the Order and Final Judgment; and (ii) receipt by Defendants' Counsel of complete payment instructions, including a W-9, telephone and email contact information of a person with knowledge who verbally can confirm the wiring instructions, and a physical address for the designated recipient of the payment.

iii. Both the Initial Settlement Payment and the Remaining Settlement Payment shall be made by wire transfer into the Escrow Account; payment shall not be made by check.

iv. Other than Defendants' and the Company's obligation to pay or cause the payment of the Settlement Amount in accordance with the terms of this Paragraph 2, Defendants, the Company, or any other of Defendants' Released Parties shall have no obligation whatsoever with respect to any payments into the Escrow Account or to Plaintiffs, Plaintiffs' Counsel, the Class, any Class Member,



or any other Person, under this Stipulation or as part of the Settlement. Defendants and any other of Defendants' Released Parties (except for the Company and/or the Insurance Carriers or their successors-in-interest) shall bear no personal responsibility for any payment in connection with this Stipulation or the Settlement.

b. If the Settlement Amount is not paid in a timely manner in accordance with Paragraph 2(a) above, Plaintiffs may exercise their right to terminate the Settlement under Paragraph 44 below.

**C. Scope of the Settlement**

3. Upon entry of the Order and Final Judgment, the Action shall be dismissed in its entirety and with prejudice. Plaintiffs, Defendants, and the Company shall each bear their own fees, costs, and expenses, except as expressly provided in this Stipulation; provided, however, that nothing herein shall affect 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 Plaintiffs' Released Claims, or any claims that Defendants and/or the Company may have against their respective insurers, co-insurers, or reinsurers, including, but not limited to, the Insurance Carriers.

4. Upon the Effective Date, Plaintiffs' Released Parties shall have fully, finally, and forever released, settled, and discharged Defendants' Released Parties from and with respect to every one of Plaintiffs' Released Claims, and shall

thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Plaintiffs' Released Claims against any of Defendants' Released Parties.

5. Upon the Effective Date, Defendants' Released Parties shall have fully, finally, and forever released, settled, and discharged Plaintiffs' Released Parties from and with respect to every one of Defendants' Released Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any of Defendants' Released Claims against any of Plaintiffs' Released Parties.

**D. Class Certification**

6. Solely for the purposes of the Settlement and for no other purpose, the Parties and the Company agree to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) and (b)(2) on behalf of the Class; (b) appointment of Plaintiffs as Class representatives for the Class; and (c) appointment of Plaintiffs' Counsel as counsel for the Class.

7. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that this Stipulation is terminated pursuant to its 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**

8. As soon as practicable after this Stipulation has been executed, the 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.

9. The Parties, the Company, and their respective attorneys agree to use their individual and collective best efforts to (i) 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, the Settlement provided for in this Stipulation and the dismissal of the Action with prejudice; (ii) cooperate fully with one another in seeking the Court's approval of the Settlement and this Stipulation; and (iii) consummate the Settlement.

10. If the Settlement embodied in this Stipulation is approved by the Court, the Parties shall request that the Court enter the Order and Final Judgment.

**F. Stay Pending Court Approval**

11. The Parties and the Company 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 proceedings other than those incident to the Settlement itself, pending the occurrence of the Effective

Date. The Parties' (and any third-parties') respective deadlines to respond to any filed or served pleadings, motions, or discovery requests are extended indefinitely. Any Party may inform the recipient of any subpoenas issued in connection with the Action (regardless of which 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.

12. The Parties and the Company agree to use their best efforts to seek 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, the Company, or any other of Defendants' Released Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of Plaintiffs' Released Claims against any of Defendants' Released Parties.

13. Notwithstanding Paragraphs 11 and 12 above, nothing herein shall in any way impair or restrict the rights of any Party or the Company 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**

14. The Effective Date of the Settlement shall be deemed to occur on the occurrence or written waiver of all of the following events, which events the Parties and the Company 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(a) above;
- 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 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.

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

**H. Attorneys' Fees and Expenses**

16. Plaintiffs' Counsel intends to petition the Court for a Fee and Expense Award, which application will be wholly inclusive of any request for attorneys' fees

and expenses on behalf of any Class Member or their counsel in connection with the Settlement and may also include provision for a service award to the named Plaintiffs not to exceed \$10,000, per named Plaintiff, payable out of any Fee and Expense Award. The Parties and the Company 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. Plaintiffs' Counsel's application for a Fee and Expense Award, including any service award to any named Plaintiff, is not the subject of any agreement among the Parties and the Company except as set forth in this Stipulation.

17. The Fee and Expense Award shall be paid from the Settlement Fund to Plaintiffs' Counsel immediately upon award by the Court and payment of the Remaining Settlement Amount into the Escrow Account in accordance with Paragraph 2(a) above, 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 Plaintiffs' Counsel's and any named Plaintiff'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 in

any respect and such order reducing or reversing the award has become Final. Plaintiffs' Counsel and any named Plaintiff shall make the appropriate refund or repayment in full, including, for the avoidance of doubt, any Plaintiff service awards, no later than fifteen (15) business days after: (a) receiving from Defendants a notice of termination of the Settlement 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.

18. 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 approval of 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 Party or the Company 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.

19. Plaintiffs and Plaintiffs' Counsel warrant that no portion of any Fee and Expense Award shall be paid to any named Plaintiff or any Class Member, except as may be approved by the Court.

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

**I. The Settlement Fund**

21. The Settlement Fund shall be used to pay: (a) any Taxes or Tax Expenses; (b) any Administration Costs or Notice Costs; (c) any Fee and Expense Award awarded by the Court; and (d) any other costs or fees approved by the Court. The Net Settlement Fund shall be distributed pursuant to the Plan of Allocation proposed by Plaintiffs and Plaintiffs' Counsel or such other plan of allocation approved by the Court.

22. 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 to Eligible Class Members or returned to the Company and/or the Insurance Carriers pursuant to the terms of this Stipulation and/or further order of the Court.

23. 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.

24. The Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treasury Regulation § 1.468B-1, and Plaintiffs’ 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, the Company shall provide to Plaintiffs' Counsel the statement described in Treasury Regulation § 1.468B-3(e)). Plaintiffs' Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. Plaintiffs' 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.

25. All Taxes and Tax Expenses shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiffs' Counsel and without further order 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 24 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, the Company, and any other of Defendants' Released Parties shall have no responsibility or liability for any such Taxes or Tax Expenses or the acts or omissions of Plaintiffs'

Counsel or its agents with respect to the payment of Taxes or Tax Expenses, as described herein.

26. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, none of Defendants, the Company, the Insurance Carriers, any other of Defendants' Released 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 settlement funds distributed by the Settlement Administrator.

27. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without further approval from Defendants or the Company or further order of the Court, all Notice Costs or Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice Costs, Administration Costs, Taxes, or Tax Expenses

actually paid or incurred, including any related fees, shall not be returned or repaid to the Company or the Insurance Carriers.

**J. Notice to Class Members**

28. 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, attached hereto as Exhibit B, 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 shall be requested to forward the Notice promptly to such beneficial owners.

29. In accordance with the Scheduling Order, Plaintiffs' Counsel or the Settlement Administrator shall also cause the Summary Notice to be published in *Investor's Business Daily* and over the PR Newswire.

30. The proposed Notice 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.

31. The Parties further agree that the Notice, as approved by the Court, and other relevant documents will be posted on a Settlement website established and maintained by the Settlement Administrator in accordance with the Scheduling Order.

32. Subject to the approval of the Court, Plaintiff shall retain the 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.

33. 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 Defendants, the Company, the Insurance Carriers, any other of Defendants' Released 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 Company or the Insurance Carriers.

**K. Distribution of the Settlement Fund**

34. Plaintiffs' Counsel shall retain the Settlement Administrator to provide notice of the Settlement to the Class and for the disbursement of the Net Settlement Fund to Eligible Class Members as set forth in the Plan of Allocation. Defendants, the Company, and any other of Defendants' Released 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 Eligible Class Members.

35. For purposes of distributing the Net Settlement Fund to Eligible Class Members, the Company, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, shall: (i) within twenty (20) business days after the Court's entry of the Scheduling Order, provide, or cause to be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, 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 Gores IV Class A Common Stock held during the Class Period, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant; and (ii) within twenty (20) business days after the Court's entry of the Scheduling Order, provide, or cause to

be provided, to Plaintiffs' Counsel or the Settlement Administrator in an electronically searchable form, such as Microsoft Excel, the Securities Transfer Records for Redeeming Stockholders.

36. In addition to the information to be provided under Paragraph 35 above, the Company, at the request of Plaintiffs and/or Plaintiffs' Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator, shall make reasonable efforts to provide such additional information as may be required to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement Fund is paid only to Eligible Class Members, and 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.

37. 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.

38. 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 the Notice, which is subject to approval by the Court.

39. 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, distribute such balance among the recipients of the Settlement Payment 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, Plaintiffs' Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Defendants, the Company, the Insurance Carriers, nor any other of Defendants' Released Parties shall have any reversionary interest in the Net Settlement Fund.

40. 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. Plaintiffs and Plaintiffs' 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. Defendants, the Company, and any other of Defendants' Released Parties shall not have any involvement with, or liability for, executing any Court-approved plan of allocation.

41. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, all Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered the Class Distribution Order. At such time that Plaintiffs' Counsel, in its sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Plaintiffs' Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

42. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Defendants, the Company, and any other Defendants' Released Parties, as well as 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.

43. 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.

**L. Termination of Settlement; Effect of Termination**

44. Plaintiffs and Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing a Termination Notice to the other parties to this Stipulation within thirty (30) calendar days of: (a) the Court's declining to enter the Scheduling Order in any material respect and such refusal decision has become Final; (b) the Court's refusal to approve this Stipulation, the Settlement, or any part of it that materially affects any Party's or the Company's rights or obligations hereunder and such refusal decision has become Final; (c) the Court's declining to enter the Order and Final Judgment in any material respect and such final refusal decision has become Final; or (d) the date upon which the Order and Final Judgment is modified or reversed in any material respect by an appellate court and such appellate decision has become Final. In addition to the foregoing, Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by

providing a Termination Notice within thirty (30) calendar days of any failure of the Company and/or the Insurance Carriers to pay the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 2(a) of this Stipulation. For the avoidance of doubt, the 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 Party's rights to terminate this Stipulation and the Settlement. Neither a modification 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.

45. In the event that the Settlement is terminated pursuant to the terms of Paragraph 44 of this Stipulation or the Effective Date otherwise fails to occur for any other reason, then (a) the Settlement and this Stipulation (other than this Paragraph 45 and Paragraphs 7, 17, 25, 46, 66, and 67 of this Stipulation) shall be canceled and terminated; (b) 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*; (c) the Releases provided under the Settlement shall be null and void; (d) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (e) all proceedings in the Action shall revert to their status as of immediately prior to the agreement in

principle reached on June 11, 2024, and no materials created by or received from any Party or the Company that were used in, obtained during, or related to the Settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing Person, 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; (f) the Parties shall meet and confer and jointly petition the Court for a revised case scheduling order; (g) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (h) within fifteen (15) calendar days after joint written notification of termination is sent by the Parties' 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 Plaintiffs' Counsel consistent with Paragraph 17 of this Stipulation), less any Notice Costs 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(a) above in such amounts as directed by Defendants' Counsel. In the event that the funds received by Plaintiffs' Counsel pursuant to Paragraph 17 of this Stipulation above have not been refunded to the Settlement Fund within the fifteen (15) calendar days specified in this

Paragraph, those funds shall be refunded by the Escrow Agent immediately upon their deposit into the Escrow Account directly to the Persons who made payment pursuant to Paragraph 2(a) above in such amounts as directed by Defendants' Counsel consistent with Paragraph 17 of this Stipulation.

**M. No Admission of Liability**

46. 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, the Company, or any other of Defendants' Released Parties as to (i) the truth of any fact alleged by Plaintiffs, (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 litigation, (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies; or (b) Plaintiffs that any of their claims are without merit, that any of Defendants had meritorious defenses, or that damages recoverable from Defendants under the Complaint would not have exceeded the Settlement Amount.

47. 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 litigation.

**N. Miscellaneous Provisions**

48. The Company warrants that, as to the payments made or to be made on behalf of the Company 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 its knowledge, the Company is not insolvent, nor will the payment required to be made on behalf of the Company render the Company insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof.

49. In the event of the entry of a Final order by 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 Plaintiffs, the 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 Parties shall be restored to their respective positions in the

litigation as provided in Paragraph 45 of this Stipulation; (iii) Plaintiffs' Counsel shall refund the Fee and Expense Award consistent with Paragraph 17 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 Company and/or the Insurance Carriers as provided in this Stipulation.

50. The Parties, the Company, and their respective 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, 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.

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

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

53. This Stipulation may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. 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 to constitute a binding agreement.

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

55. 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.

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

57. Plaintiffs represent and warrant that none of Plaintiffs' Released Claims have been assigned, encumbered, or in any manner transferred, in whole or in part.

58. 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 Parties and the Company (or their successors-in-interest).

59. Any failure by any Party or the Company to insist upon the strict performance by any other Party or the Company of any of the provisions of this



Stipulation shall not be deemed a waiver of any of the provisions hereof, and such Party or the Company, 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 Party or the Company. Waiver by any Party or the Company of any breach of this Stipulation by any other Party or the Company shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation, and failure by any Party or the Company 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 Party or the Company from seeking to remedy a breach and enforce the terms of this Stipulation.

60. This Stipulation is and shall be binding upon, and shall inure to the benefit of, the Parties and the Company (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.

61. 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 Parties

and the Company 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 Parties and the Company (i) consents to personal jurisdiction; (ii) consents to service of process on such Party or the Company 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.

62. 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 laws of the State of Delaware and without regard to the laws that might otherwise govern under principles of conflicts of law applicable hereto. Any action arising under or to enforce this Stipulation or any portion thereof, shall be commenced and maintained only in the Court.

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

64. Except as otherwise provided herein, each Party and the Company shall bear its own costs.

65. Whether or not this Stipulation is approved by the Court and whether or not the Settlement is consummated, or the Effective Date occurs, the Parties, the Company, and their respective counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with this Stipulation confidential.

66. All agreements made and orders entered during the course of this Action relating to the confidentiality of information, including, without limitation, the Confidentiality Order, shall survive the Settlement and entry of the Order and Final Judgment.

67. 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; Exhibit C: Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear; and Exhibit D: [Proposed] Order and Final Judgment) constitute the entire agreement among the 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 the

Stipulation shall prevail. No representations, warranties, or inducements have been made to or relied upon by any Party or the Company concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in this Stipulation or the Exhibits.

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

69. While retaining their right to deny that the claims asserted in the Action were meritorious and to assert that Defendants and the Company deny wrongdoing as well as liability, Defendants and the Company 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. In all events, the Parties and the Company and their respective counsel shall not make any (i) disparaging statements about each other concerning or related to the Action or the allegations, transactions, acts, facts, events, matters, occurrences, representations, or omissions involved, set forth, alleged, or referred to in the Action; (ii) accusations of wrongful or actionable conduct by any Party or the Company concerning the prosecution, defense, and resolution of the Action; and (iii) shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

70. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by Plaintiffs, Defendants, the Company, 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 Parties and the Company, through their undersigned counsel, have executed this Stipulation effective as of the date set forth above.

Dated: February 7, 2025

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