



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

STANLEY HIGNETT and ALEXANDER :  
G. BARKAN, :

Plaintiffs :

v. :

JASEN ADAMS and DAVID :  
HARTCORN, :

Defendants. :

Civil Action No. 12694-VCG

**SCHEDULING ORDER ON APPROVAL  
OF CLASS ACTION SETTLEMENT**

WHEREAS, the Parties to the above-captioned class action (the “Action”) have agreed to settle the Action; and

WHEREAS, Plaintiffs in the Action and Defendants are applying pursuant to Court of Chancery Rule 23(e) for an Order approving the proposed Settlement of the Action and determining certain matters in accordance with the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the Parties, dated May 15, 2018 (the “Settlement Agreement”),<sup>1</sup> and for the dismissal of the Action upon the terms and conditions set forth in the Settlement Agreement;

<sup>1</sup> Capitalized terms that are not defined herein shall have the meanings as set forth in the Settlement Agreement.

NOW, after review and consideration of the Settlement Agreement filed with the Court and the Exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED AND ADJUDGED this 6th day of June 2018, that:

1. A hearing (the "Settlement Hearing") will be held on September 20, 2018 at 11:30 a.m.(EST), in the Court of Chancery, 34 The Circle, Georgetown, Delaware, to (i) determine whether Plaintiffs and Class Counsel have adequately represented the Class, (ii) determine whether the proposed Settlement should be approved as fair, reasonable and adequate to the Class and in the best interests of the Class, (iii) determine whether all Released Claims should be dismissed with prejudice, (iv) determine whether an Order and Final Judgment in the form attached as Exhibit C to the Settlement Agreement approving the Settlement should be entered, (v) consider any application of Plaintiffs' counsel for an award of attorneys' fees and reimbursement of expenses, and any objections thereto; and (vi) hear such matters as the Court may deem necessary and appropriate. The Court may adjourn and reconvene the Settlement Hearing, including with respect to the consideration of the Fee Application, without further notice to Class Members other than by oral announcement at the Settlement Hearing or any adjournment thereof.

2. The Court may approve the Settlement, according to the terms and conditions of the Settlement Agreement, as it may be modified by the Parties thereto, with or without further notice to Class Members. Further, the Court may enter the Order and Final Judgment dismissing with prejudice the Action against Defendants, approving releases by Plaintiffs and the Class of all of the Released Claims against the Defendants and the Released Parties, and ordering the payment of attorneys' fees and expenses, all without further notice.

3. The Court approves, in form and substance, the Notice of Proposed Settlement of Class Action, Settlement Hearing, and Right to Appear (the "Notice") substantially in the form attached as Exhibit B to the Settlement Agreement. The Court finds that the mailing of the Notice in substantially the manner set forth in Paragraph 4 of this Order constitutes the best notice practicable under the circumstances to all persons entitled to such notice of the Settlement Hearing and the proposed Settlement, and meets the requirements of Rule 23 of the Rules of the Court of Chancery and of the Due Process Clause.

4. At least sixty (60) days before the Settlement Hearing, Class Counsel shall cause the Notice to be mailed by United States mail, first class, postage pre-paid, to each person who is shown on the records of POA to be a record holder of any membership interests as of August 29, 2013 (excluding Defendants, members

of Defendants' immediate families, and any subsidiary, firm, trust, corporation, or other entity related to, or affiliated with, any of the Defendants).

5. At least thirty (30) days before the Settlement Hearing, Class Counsel shall file with the Court papers in support of final approval of the Settlement and the Fee Application. At least seven (7) days prior to the Settlement Hearing, Class Counsel shall file with the Court an appropriate declaration or affidavit with respect to the preparation and mailing of the Notice.

6. Any objection to the Settlement Agreement or Fee Application shall be filed no later than fourteen (14) days before the Settlement Hearing. Any reply papers in support of final approval of the Settlement Agreement or the Fee Application shall be filed no later than seven (7) days before the Settlement Hearing.

7. At the Settlement Hearing, any member of the Class who desires to do so may appear personally or by counsel, and show cause, if any, why the settlement of this Action in accordance with and as set forth in the Settlement Agreement should not be approved as fair, reasonable and adequate to the Class; why the Order and Final Judgment should not be entered in accordance with and as set forth in the Settlement Agreement; or why the Court should not grant an award of reasonable attorneys' fees and expenses to Class Counsel in the Action for their services and actual expenses incurred in the Action; *provided, however*, that unless

the Court in its discretion otherwise directs, no Class Member, or any other person, shall be entitled to contest the approval of the terms and conditions of the Settlement or (if approved) the Order and Final Judgment to be entered thereon, or the allowance of fees and expenses to Class Counsel in the Action, and no papers, briefs, pleadings or other documents submitted by any Class Member or any other person (excluding a party to the Settlement Agreement) shall be received or considered, except by order of the Court for good cause shown, unless, no later than fourteen (14) days before the Settlement Hearing, such person serves upon the attorneys listed below: (a) a written notice of intention to appear; (b) proof of membership in the Class; (c) a detailed summary of the objections to any matter before the Court; (d) the grounds therefor or the reasons for wanting to appear and be heard; and (e) all documents or writings the Court shall be asked to consider.

These papers must be served upon the following attorneys by hand delivery, overnight mail, or electronic filing and service:

**Rosenthal, Monhait & Goddess, P.A.**  
Carmella P. Keener  
919 North Market Street, Suite 1401  
Wilmington, DE 19899

**Zuckerman Spaeder LLP**  
Cyril V. Smith  
100 E. Pratt Street – Suite 2440  
Baltimore, MD 21202

**Stamoulis & Weinblatt LLC**  
Stamatios Stamoulis  
Two Fox Point Center  
6 Denny Road-Suite 307  
Wilmington, DE 19809

8. Any member of the Class who desires to be heard at the Settlement Hearing must also contemporaneously deliver a copy of the papers described in the preceding paragraph to the Register in Chancery, Court of Chancery, 500 North King Street, Wilmington, Delaware 19801. Even if any such Class Member does not appear at the Settlement Hearing, the Court may consider that Class Member's written submission if it is served and filed in accordance with the foregoing procedures.

9. Any person who fails to object in the manner described above shall be deemed to have waived the right to object (including any right of appeal) and shall be forever barred from raising such objection in this or any other action or proceeding. Class Members who do not object need not appear at the Settlement Hearing or take any other action to indicate their approval.

10. If the Court approves the Settlement provided for in the Settlement Agreement following the Settlement Hearing, judgment shall be entered substantially in the form attached as Exhibit C to the Settlement Agreement.

11. In the event that (a) the Court does not enter the Order and Final Judgment, (b) the Court enters the Order and Final Judgment but on or following appellate review the Order and Final Judgment is modified or reversed in any material respect, or (c) any of the other conditions of Paragraph 14 of the Settlement Agreement are not satisfied, the Settlement Agreement shall be

cancelled and terminated unless, within ten (10) business days after receipt of such ruling or notice of such event, counsel for each of the Parties to the Settlement Agreement agrees in writing with counsel for the other Parties hereto to proceed with the Settlement Agreement, including such modifications, if any, as to which all other Parties in their sole judgment and discretion may agree in writing. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. For purposes of this provision, the grant or denial (whether in whole or in part) of any Fee Application shall not be deemed an amendment, modification or disapproval of the Settlement or the Order and Final Judgment.

12. Pending final determination of whether the Settlement should be approved and further order of the Court, Plaintiff, and all members of the Class, are barred and enjoined from commencing or prosecuting, either directly, representatively or in any other capacity, any action asserting any claims that are, or relate in any way to, Released Claims against Released Parties.

13. All proceedings in the Action, other than proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, are hereby stayed and suspended until further order of this Court.

SO ORDERED this 6th day of June 2018.

/s/Sam Glasscock III  
Vice Chancellor Glasscock