

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

AARON OFFRINGA AND MICHAEL  
FARZAD, Individually and on Behalf of  
All Others Similarly Situated,

Plaintiffs,

v.

DMY SPONSOR II, LLC, HARRY L.  
YOU, NICCOLO DE MASI, DARLA K.  
ANDERSON, FRANCESCA LUTHI, and  
CHARLES E. WERT,

Defendants.

C.A. No. 2023-0929-LWW

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

This Stipulation and Agreement of Compromise, Settlement, and Release (with the Exhibits hereto, the “Stipulation” and the settlement contemplated herein, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is made and entered into as of October 10, 2025 by and between: (i) plaintiffs Aaron Offringa and Michael Farzad (together, “Plaintiffs”), individually and on behalf of the Class; and (ii) defendants dMY Sponsor II, LLC, Harry L. You, Niccolo de Masi, Darla K. Anderson, and Francesca Luthi (You, de Masi, Anderson, and Luthi together, the “Individual Defendants,”<sup>1</sup>

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<sup>1</sup> Defendant Charles E. Wert passed away during the pendency of this Action. On May 5, 2025, Defendants filed a Statement of Death Upon the Record concerning Mr. Wert’s passing consistent with Court of Chancery Rule 25(a) (Trans. ID 76207953). The Parties

and with dMY Sponsor II, LLC, “Defendants,” and with Plaintiffs, the “Parties” and each a “Party”), by and through their respective undersigned counsel, to fully, finally, and forever compromise, resolve, discharge, and settle the Released Plaintiffs’ Claims and the Released Defendants’ Claims and result in the complete dismissal of the Action with prejudice, subject to Court approval pursuant to Court of Chancery Rule 23.<sup>2</sup>

WHEREAS:

A. On June 18, 2020, dMY Technology Group, Inc. II (“dMY II”), a special purpose acquisition company, was incorporated in Delaware 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 August 18, 2020, dMY II consummated its initial public offering (the “IPO”) of 27.6 million units (the “Public Units”) at a price of \$10.00 per Public Unit, generating gross proceeds of \$276 million. Each Public Unit consisted of one share of dMY II Class A Common Stock (the “Class A Common Stock”), and one third of one public warrant.

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hereby acknowledge and agree that the terms “Individual Defendants,” “Defendants” and “Parties” each include Mr. Wert and/or the Estate of Charles E. Wert and the Charles E. Wert Separate Property Trust, together with their current, former, and successor trustees, executors, representatives, and beneficiaries (the “Wert Estate”).

<sup>2</sup> Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

C. The funds raised from the IPO were placed in a trust account for the benefit of dMY II 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 October 27, 2020, dMY II entered into a business combination agreement with Maven TopCo Limited, Maven Midco Limited, and Galileo NewCo Limited (collectively, “Legacy Genius”), pursuant to which dMY II would merge with Legacy Genius (the “Merger”).

E. On March 26, 2021, dMY II filed with the U.S. Securities and Exchange Commission (the “SEC”) 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 disseminated to dMY II stockholders. The Proxy informed stockholders of a special meeting to be held on April 16, 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 10:00 AM Eastern Time (ET) on April 14, 2021 (the “Redemption Deadline”).

F. Prior to the Special Meeting, the holders of 1,296 shares of dMY II 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 April 16, 2021, dMY II stockholders voted to approve the Merger at the Special Meeting.

H. On April 20, 2021, the Merger closed (the “Closing”). Following the Closing, dMY II was renamed Genius Sports Ltd. (“New Genius”).

I. On September 12, 2023, Plaintiffs commenced an action against Defendants on behalf of themselves and all other similarly situated former dMY II stockholders by filing a Verified Class Action Complaint in the Court bearing the caption *Offringa v. dMY II Sponsor, LLC*, C.A. No. 2023-0929-LWW (the “Action”), asserting claims for breach of fiduciary duty and unjust enrichment resulting from Defendants’ alleged impairment of dMY II stockholders’ redemption rights in connection with the Merger (the “Complaint”) (Trans. ID 70841367).

J. On December 8, 2023, Defendants filed a Motion to Dismiss the Complaint (the “Motion to Dismiss”) (Trans. ID 71578989).

K. On February 4, 2024, Plaintiffs filed their Answering Brief in Opposition to Defendants’ Motion to Dismiss (the “Answering Brief”) (Trans. ID 71972244).

L. On March 7, 2024, Defendants filed their Reply in Support of the Motion to Dismiss (the “Reply”) (Trans. ID 72312746).

M. On April 30, 2024, the Court held a hearing on the Motion to Dismiss.

N. On July 30, 2024, the Court issued an oral ruling and entered an order denying the Motion to Dismiss (the “Order”) (Trans. ID 73846435).

O. On October 1, 2024, the Parties filed a Stipulation and [Proposed] Order for the Production and Exchange of Confidential Information (the “Confidentiality Stipulation”) (Trans. ID 74643696), which the Court granted on October 3, 2024 (Trans. ID 74662366).

P. On October 30, 2024, the Parties participated in a full-day meditation (the “Mediation”) before Greg Danilow of Phillips ADR Enterprises.

Q. On December 3, 2024, Plaintiffs served a third-party Subpoena Duces Tecum and Ad Testificandum (Trans. ID 75127345).

R. On December 23, 2024, Plaintiffs served a First Set of Interrogatories Directed to the Individual Defendants (“Plaintiffs’ Rogs”), and a First Request for Production of Documents Directed to the Individual Defendants (“Plaintiffs’ RFPs”) (Trans. ID 75299921).

S. On December 24, 2024, Defendants served a First Set of Interrogatories to Plaintiffs (“Defendants’ Rogs”), and a First Set of Requests for Production of Documents to Plaintiffs (“Defendants’ RFPs”) (Trans. ID 75305100).

T. On January 13, 2025, Defendants filed an Answer to the Complaint (the “Answer”) (Trans. ID 75416021).

U. On January 22, 2025, Defendants served their Objections and Responses to Plaintiffs’ RFPs (Trans. ID 75493519).

V. On January 23, 2025, Plaintiffs served their Responses and Objections to Defendants’ RFPs and Defendants’ Rogs (Trans. ID 75501532).

W. On January 28, 2025, the Parties filed a Stipulation and [Proposed] Order Governing Case Schedule (“Case Schedule”) setting trial for October 19-23, 2026 (Trans. ID 75528463), which was granted by the Court with modifications on February 10, 2025 (Trans. ID 75606397).

X. On January 29, 2025, the Individual Defendants served their Objections and Responses to Plaintiffs’ Rogs (Trans. ID 75540095).

Y. The Parties reached an agreement in principle to settle the Action on February 21, 2025, with the assistance of Mr. Danilow, the definitive terms of which are reflected in this Stipulation.

Z. Subject to receipt of Court approval, this Stipulation (together with the Exhibits hereto) reflects the final and binding agreement among the Parties.

AA. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiffs’ Claims and the Released Defendants’ Claims with prejudice.

BB. The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

CC. Plaintiffs continue to believe that the claims asserted in the Action 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; (vi) the delay attendant to obtaining discovery from individuals and entities located outside the United States; and (vii) 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.

DD. Based on Plaintiffs' Counsel's review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiffs' Counsel believe

that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiffs' Counsel's evaluation, as well as their own evaluation, 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.

EE. Defendants continue to believe that the claims asserted in the Action are without merit and deny any and all allegations of wrongdoing, fault, liability, or damages with respect to Released Plaintiffs' Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to dMY II stockholders, that the Merger was not entirely fair to, or in the best interests of, dMY II 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 dMY II and its stockholders, and in compliance with applicable law. Defendants also deny that dMY II's stockholders were harmed by any conduct of Defendants that was alleged, or that 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 dMY II and all of its stockholders.



FF. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put Released Plaintiffs' Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants or the Released Defendant Parties of any wrongdoing, fault, liability, or damages whatsoever.

GG. Plaintiffs, for themselves and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve Released Plaintiffs' Claims against Released Defendant Parties.

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 for the good and valuable consideration set forth herein, (i) all Released Plaintiffs' 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 Released Defendant Parties, and (ii) all Released Defendants' 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 Released Plaintiffs Parties, in the manner and upon the terms and conditions 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 its Exhibits, shall have the meanings specified below:

(a) “Authorized Claimant” means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

(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 dMY II Class A Common Stock, who held such shares during the Class Period, including their successors-in-interest who obtained shares by operation of law, but excluding the Excluded Persons.

(c) “Class Member” means a Person who is a member of the Class.

(d) “Class Period” means the period between the close of business on March 12, 2021 (the “Record Date”) through the Closing.

(e) “Company” means dMY II prior to the closing of the Merger, and New Genius upon and following the closing of the Merger.

(f) “Court” means the Court of Chancery of the State of Delaware.

(g) “Defendants’ Counsel” means Paul, Weiss, Rifkind, Wharton & Garrison LLP and White & Case LLP.

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

(i) “DTC Participants” means all DTC participants that held dMY II Class A Common Stock during the Class Period.

(j) “Effective Date” means the first business day following the date the Judgment becomes Final.

(k) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the U.S. Government or an agency thereof or in money funds holding only instruments backed by the full faith and credit of the U.S. Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

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

(m) “Excluded Persons” means (i) Defendants and the members of the Individual Defendants’ immediate families; (ii) any person, firm, trust, corporation, or any entity related to or affiliated with any of the foregoing individuals

or entities, or in which any of the foregoing individuals or entities has a controlling interest; and (iii) the legal representatives, heirs, successors, or assignees of any such persons or entities—in each case, only to the extent such persons or entities held shares of dMY II Class A or Class B Common Stock during the Class Period. Excluded Persons also include any trusts, estates, entities, or accounts that held shares of dMY II Class A or Class B Common Stock for the benefit of any Excluded Persons.

(n) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of attorneys’ fees and expenses to be paid exclusively from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel, or any Class Member in connection with the Released Plaintiffs’ Claims and the Settlement.

(o) “Final” when referring to the Judgment, means the later of (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment, or (ii) if any appeal or application for reconsideration, reargument, rehearing, or other review is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, rehearing, or other review, by certiorari or otherwise, and the expiration of all times

for the filing of any petition for reconsideration, reargument, rehearing, appeal, or review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund, including the Plan of Allocation, 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 Judgment.

(p) “First Settlement Payment” means a total of \$1 million (\$1,000,000.00) in cash.

(q) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit D hereto.

(r) “Net Settlement Fund” means the Settlement Fund less: (i) any Fee and Expense Award, and interest earned thereon; (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(s) “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.

(t) “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund,

including, without limitation, calculating payments to Authorized Claimants or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the Settlement to the Class, locating Class Members, distributing the Net Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice Package, publishing the Summary Notice, reimbursements to brokers and nominees for forwarding the Notice to their eligible beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(u) “Notice Package” means the Notice (including the Plan of Allocation set forth therein), and the Proof of Claim and Release.

(v) “Party” means any one of, and “Parties” means, collectively, Defendants and Plaintiffs, on behalf of themselves and the Class.

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

(x) “Plaintiffs’ Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP, Robbins LLP, and Grant & Eisenhofer P.A.

(y) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice or as otherwise modified by order of the Court.

(z) “Proof of Claim and Release” means the form that is to be sent to Class Members with the Notice Package substantially in the form of Exhibit B-1 attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

(aa) “Redemption Deadline” means 10:00 AM ET on April 14, 2021.

(bb) “Released Defendant Parties” means Defendants, the Company, and any and all of their respective current and former directors (including, without limitation, the Individual Defendants (including, for the avoidance of doubt, Mr. Wert and/or the Wert Estate)), officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(cc) “Released Defendants’ Claims” means, as against the Released Plaintiffs Parties, any and all claims, complaints, causes of action, or sanctions, including Unknown Claims, that have been or could have been asserted by the Defendants in the Action, or in any court, tribunal, forum or proceeding, which arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include (i) any claims to enforce this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

(dd) “Released Plaintiffs Parties” means Plaintiffs, all other Class Members, and Plaintiffs’ Counsel, and their legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in-interest, and assigns of any of the foregoing.

(ee) “Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law, any and all manner of claims, including Unknown Claims, suits, actions, causes of action, demands, liabilities, losses, rights, obligations, duties, damages, diminution in value, disgorgement, debts, costs, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, agreements, judgments, decrees, matters, allegations, issue, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or unaccrued,



apparent or unapparent, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, liquidated or unliquidated, fixed or contingent, whether based on state, local, federal, foreign, statutory, regulatory, or common law or equity or otherwise, that (i) were alleged, asserted, set forth, or claimed in the Complaint or (ii) could have been alleged, asserted, set forth, or claimed in the Complaint or in any other action in any other court, tribunal, proceeding, or other forum, by Plaintiffs or any other member of the Class, individually or on behalf of the Class, that (a) in full or in part, concern, are based upon, arise out of, relate, 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, or referred to in the Complaint, or (b) arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of dMY II Class A Common Stock during the Class Period, the Proxy, any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant Parties with respect to any of the foregoing; provided, however, that the Released Plaintiffs' Claims shall not include (i) any claims to enforce this Stipulation, or (ii) any claims to enforce the Judgment entered by the Court.

(ff) “Scheduling Order” means the scheduling order to be entered by the Court pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(gg) “Securities Transfer Records” means the stock transfer records (if any) maintained by or on behalf of the Company listing the names, mailing addresses, and, if available, email addresses for all registered holders of Class A Common Stock during the Class Period.

(hh) “Settlement” means the settlement contemplated by this Stipulation.

(ii) “Settlement Administrator” means the firm of A.B. Data, Ltd.

(jj) “Second Settlement Payment” means a total of \$13.8 million (\$13,800,000.00) in cash.

(kk) “Settlement Fund” means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(ll) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel.

(mm) “Summary Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear substantially in the form attached hereto as Exhibit C.

(nn) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned in the Settlement Fund.

(oo) “Tax Expenses” means the reasonable expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section XI.

(pp) “Unknown Claims” means any Released Plaintiffs’ Claims and Released Defendants’ Claims that a releasing Person does not know or suspect to exist in his, her, or its favor at the time of the release, which if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, upon the Effective Date, Plaintiffs and Defendants shall expressly waive, and each of the Released Plaintiffs Parties and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiffs and Defendants acknowledge, and the Released Plaintiffs Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs' Claims and the Released Defendants' Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the Released Plaintiffs Parties and the Released Defendant Parties, 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. Plaintiffs and Defendants also acknowledge, and the Released Plaintiffs Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiffs' Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

## **II. SETTLEMENT FUND**

2. In consideration for the full and final release, settlement, and discharge of the Released Plaintiffs' Claims and Released Defendants' Claims, the Parties have agreed as follows:

(a) The Individual Defendants shall cause the First Settlement Payment to be deposited into the Escrow Account within ten (10) business days after the later of (i) approval and entry of the Scheduling Order by the Court, or (ii) Plaintiffs' Counsel's delivery to Defendants' Counsel of (A) an assigned IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, (B) a completed wire transfer, ACH transfer, or similar anti-fraud payment request form signed by an authorized representative of the Escrow Account, (C) all required wire and check funding instructions and information, including payee name, telephone and e-mail contact information and a physical address for the Escrow Agent, and (D) any other information reasonably requested to effectuate payment into the Escrow Account.

(b) The Individual Defendants shall cause the Second Settlement Payment to be deposited into the Escrow Account within thirty-five (35) business days after the later of (i) approval and entry of the Scheduling Order by the Court, or (ii) Plaintiffs' Counsel's delivery to Defendants' Counsel of (A) an assigned IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account,

(B) a completed wire transfer, ACH transfer, or similar anti-fraud payment request form signed by an authorized representative of the Escrow Account, (C) all required wire and check funding instructions and information, including payee name, telephone and e-mail contact information and a physical address for the Escrow Agent, and (D) any other information reasonably requested to effectuate payment into the Escrow Account.

(c) Apart from causing the Settlement Amount to be deposited into the Escrow Account in accordance with this Section, Defendants and the Released Defendant Parties shall have no further or other monetary obligations to Plaintiffs, the Released Plaintiffs Parties, the other Class members, or Plaintiffs' Counsel under the Settlement.

(d) All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

(e) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used: (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for

subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section IV herein and the Plan of Allocation as approved by the Court.

(f) 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 and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

(g) For the avoidance of doubt: (i) none of the Plaintiffs, the Released Plaintiffs Parties, the Class Members, or Plaintiffs' Counsel shall seek any further or other monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶¶12 and 13; and (ii) the Released Defendant Parties shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the

Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Notice and Administration Costs, Taxes, Tax Expenses, acts or omissions of the Settlement Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

### **III. NOTICE TO CLASS MEMBERS**

3. The Parties have negotiated the form of the notices to be disseminated to all Persons who fall within the Class definition and whose names and addresses can be identified with reasonable effort. The proposed Notice Package, consisting of the Notice (including the Plan of Allocation) and the Proof of Claim and Release, is attached hereto as Exhibits B and B-1.

4. The proposed Notice Package to be mailed to eligible Class Members in accordance with the Scheduling Order apprises eligible 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.

5. To identify eligible Class Members to whom the Notice Package shall be provided, at no cost to the Settlement Fund, no later than fourteen (14) business



days after execution of this Stipulation, Defendants shall use commercially reasonable efforts to provide to the Settlement Administrator the Securities Transfer Records or similar list of dMY II's stockholders of record during the Class Period or used by dMY II to distribute New Genius Class A Common Stock in the Merger and any additional available information necessary to identify all record holders of dMY II Class A Common Stock during the Class Period, the number of shares held by each record holder, and the correct address or other contact information used to communicate with the appropriate representatives of each record holder.

6. In accordance with the Scheduling Order, the Settlement Administrator shall also contact entities which commonly hold securities in "street name" as nominees for the benefit of their customers who are beneficial purchasers of securities to identify beneficial holders of dMY II Class A Common Stock during the Class Period.

7. The Parties further agree that the Notice Package, 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.

8. Subject to the approval of the Court, Plaintiffs shall retain the Settlement Administrator to provide all notices approved by the Court to eligible Class Members, to establish and maintain the Settlement website, to process the

Proofs of Claim and Release, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

9. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the United States, postage prepaid, the Notice Package to each identified Class Member at their last known address. All record holders of stock who held such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners. Plaintiffs' Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

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

11. 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 Plaintiffs, the Released Defendant Parties, or any of their attorneys have any liability or responsibility for

the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred up to the date of termination shall not be returned or repaid to the Defendants or their insurers.

#### **IV. DISTRIBUTION OF THE NET SETTLEMENT FUND**

12. As soon as practicable after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to Authorized Claimants as set forth in this Section IV and in accordance with the Plan of Allocation substantially in the form set forth in the Notice or as otherwise approved by the Court.

13. The Net Settlement Fund will be allocated and distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their “Recognized Claims.” Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund (the “Initial Distribution”). If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the

Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed pro rata to all Authorized Claimants entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

14. Plaintiffs and Defendants shall work together in good faith and shall use reasonable best efforts to identify information necessary for distribution of the Net Settlement Fund, including:

(a) At no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, the Company shall use reasonable best efforts to, within ten (10) 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. At no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, the Company and Defendants shall use reasonable best efforts to provide, or cause to be provided, to Plaintiffs, an allocation report, "chill" report, or such other report generated by DTC providing, for each relevant DTC Participant, the participant's "DTC number," the relevant number of shares of dMY II Class A Common Stock, and the address or other contact information used to communicate with the appropriate representatives of each such DTC Participant within ten (10) business days after the Court's entry of the

Scheduling Order. At the request of the Company or Defendants, the Settlement Administrator may obtain such Securities Transfer Records and any other DTC report, on their behalf, with any related costs for obtaining such reports being paid by the Company or Defendants.

(b) Defendants' Counsel shall instruct Defendants that Excluded Persons are not entitled to submit a claim to receive payment out of the Net Settlement Fund.

(c) No later than ten (10) business days after execution of this Stipulation, Defendants shall provide to the Settlement Administrator, in an electronically searchable form, such as Excel, a list containing the names of the Excluded Persons, and for each of the Excluded Persons: (i) the number of shares of dMY II Class A Common Stock owned by the Excluded Person during the Class Period; and (ii) if applicable, the name and "DTC Number" of the financial institution(s) where his, her, or its shares of dMY II Class A Common Stock were held and the number of shares of dMY II Class A Common Stock that were held at each such financial institution(s), the account number(s) at such financial institution(s) where his, her, or its shares of dMY II Class A Common Stock were held, and the number of shares of dMY II Class A Common Stock held in each such account(s).

(d) The Settlement Administrator and, to the extent they obtain access to the stockholder or Excluded Persons information obtained through ¶¶5 and 14(b)-(c) of this Stipulation, Plaintiffs' Counsel, shall use the stockholder or Excluded Persons information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the stockholder or Excluded Persons information to any other party except as necessary to administer the Settlement or as required by law.

15. 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 Authorized Claimants 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 Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

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

17. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for: (i) the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; (ii) the calculation or distribution of any payment from the Net Settlement Fund; (iii) the performance or nonperformance of the Settlement Administrator, Escrow Agent, or any nominee holding shares on behalf of a Class Member; and (iv) the determination, administration, 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.

18. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of

Authorized Claimants to deposit settlement funds distributed by the Settlement Administrator.

19. 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. No party may 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 shall be provided reasonable notice and an opportunity to review and comment on the Plan of Allocation before execution of the Stipulation and may respond to any inquiries from the Court or any objections regarding the proposed Plan of Allocation. Defendants shall not have any involvement with the implementation of the Court-approved plan of allocation except as explicitly provided herein.

20. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

21. Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Settlement Administrator concerning the



distribution of the Settlement Fund, except to provide information as required in ¶¶ 5 and 14(b)-(c) of this Stipulation.

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

## **V. THE ESCROW AGENT**

23. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 2 above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at

their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

24. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of Plaintiffs' Counsel and Defendants' Counsel.

25. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

## **VI. SCOPE OF THE SETTLEMENT AND RELEASES**

26. Upon entry of the Judgment approving the Settlement as between all Parties, the Action shall be dismissed with prejudice, on the merits, and without costs. Nothing in this Stipulation, the Judgment, or the Settlement shall affect Defendants' entitlement to advancement or indemnification incurred in connection with the Action, the Settlement, and/or any claim that any Defendant may have against any of his, her, or the Company's insurers.

27. Upon the Effective Date, Plaintiffs and each and every Class Member, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged

Released Defendant Parties from and with respect to every one of Released Plaintiffs' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiffs' Claims against any of Released Defendant Parties.

28. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 25 of this Stipulation, the other Released Defendant Parties, shall or shall be deemed to have fully, finally, and forever released, settled, and discharged the Released Plaintiffs Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of Released Defendants' Claims against any of the Released Plaintiffs Parties.

## **VII. CLASS CERTIFICATION**

29. The Parties agree that certification of the Class, for settlement purposes only, is appropriate in the Action. For purposes of this Settlement only, the Class comprises all Class Members, as defined in ¶ 1 above. The Parties therefore stipulate to: (i) 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; (ii) appointment of Plaintiffs as Class representatives for the Class; and (iii) appointment of Plaintiffs' Counsel as counsel for the Class.

30. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation 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.

#### **VIII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL**

31. As soon as practicable after this Stipulation has been executed, the Parties shall jointly 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 of the Notice Package, which includes the Notice (including the Plan of Allocation) and the Proof of Claim and Release substantially in the forms attached hereto as Exhibits B and B-1, and the Summary Notice, attached hereto as Exhibit C; and (ii) the scheduling of the Settlement Hearing to consider: (a) the proposed Settlement; (b) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit D; (c) Plaintiffs' Counsel's Fee Application (defined below); and (d) any objections

to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

32. If the Settlement Administrator does not receive the dMY II stockholder and Excluded Persons information responsive to ¶¶ 5 and 14(b)-(c) of this Stipulation within fourteen (14) business days after execution of this Stipulation, then Plaintiffs' Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Settlement Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Settlement Administrator does not receive all of dMY II stockholder and Excluded Persons information responsive to ¶¶ 5 and 14(b)-(c) of this Stipulation within six months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

33. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts 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 Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Judgment in all material respects in the form attached hereto as Exhibit D.

34. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Plaintiffs Parties and the Released Defendant Parties asserting any Released Defendants' Claims or Released Plaintiffs' 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 until the Effective Date when they will be vacated. 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 Judgment.

35. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, or administrative forum, or other forum of any kind, asserting a Released Plaintiffs' Claim, Plaintiffs agree to cooperate in good faith with any and

all reasonable actions by Defendants and/or the Company seeking a stay or dismissal of such action or proceeding and preventing and opposing entry of any interim or final relief against the Released Defendant Parties and/or the Company in any such action or proceeding.

## **IX. CONDITIONS OF SETTLEMENT**

36. The Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit D, including Releases substantially in the form set out herein, and dismissal of the Action with prejudice as to the Defendants;

(c) the certification of the Class as a non-opt-out class;

(d) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 2 above; and

(e) the occurrence of the Effective Date.

## **X. ATTORNEYS' FEES AND EXPENSES**

37. Plaintiffs' Counsel will apply for a Fee and Expense Award to include an award of attorneys' fees in an amount not to exceed 20% of the Settlement Amount plus an award of expenses incurred in connection with the Action (the "Fee

Application”), which application will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement.

38. Any award of attorneys’ fees and expenses by the Court pursuant to the Fee Application (i.e., the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund.

39. Plaintiffs’ Counsel may apply to the Court for a representative party award to Plaintiffs not to exceed \$5,000 to each Plaintiff, payable out of any Fee and Expense Award. Plaintiffs’ Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court.

40. The Fee and Expense Award shall be payable to Plaintiffs’ Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award. In the event that: (i) the Effective Date does not occur; (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms; (iii) the Settlement otherwise does not become Final for any reason; or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiffs’ Counsel shall, within ten (10) business days after Plaintiffs’ Counsel receives notice of any such failure of the Effective Date to occur, termination of this



Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

41. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

42. Released Defendant Parties shall have no input into, or responsibility or liability for, Plaintiffs' Counsel's allocation of the Fee and Expense Award.

## **XI. THE ESCROW ACCOUNT AND TAXES**

43. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the

meaning of Treas. Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court’s subject matter jurisdiction within the meaning of Treas. Reg. § 1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 43, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 42(a) hereof) shall be consistent with this ¶ 43 and in all events shall reflect that all Taxes (including any estimated Taxes, interest,

or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 43(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). Released Defendant Parties and their counsel shall have no responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 43.

## **XII. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION**

44. Plaintiffs and Defendants shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within ten (10) business days of: (i) the Court's declining to enter the Scheduling Order in any material respect; (ii) the Court's declining to enter the

Judgment approving the Settlement, in any material respect; (iii) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand, collateral attack, or other proceedings; or (iv) failure to satisfy any of the other conditions of Section IX.

45. Neither a modification nor a reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall be deemed a material modification of the Judgment or this Stipulation, shall operate to terminate or cancel this Stipulation and/or the Settlement, or shall constitute ground for termination or cancellation of this Stipulation and/or the Settlement. If the Effective Date does not occur, this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, then: (i) the Settlement and this Stipulation (other than Section XII and Section XIV) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, nunc pro tunc; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status before the Settlement; (vi) 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 (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Notice and Administration Costs and Taxes and Tax Expenses actually incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiffs' Counsel pursuant to ¶ 40 above, shall be refunded by the Escrow Agent, within thirty (30) calendar days after such cancellation or termination, directly to the Parties who made payments pursuant to ¶ 2 of this Stipulation in amounts set forth by Defendants' Counsel to the Escrow Agent.

### **XIII. NO ADMISSION OF WRONGDOING**

46. It is expressly understood and agreed that Defendants deny any and all allegations of wrongdoing, fault, breach of duty, liability, or damage in connection with the Action and the Settlement. Nothing in this Stipulation (whether or not consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendants, 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 proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

47. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiffs, any Class Member, any Released Plaintiffs Parties, the Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (i) shall (a) be argued to be, used, or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury, or damages, or of any wrongful conduct, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiffs Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiffs or any other Class Member, or (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiffs Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiffs Parties or any injury, or damages to any person or entity, or (ii) shall otherwise be admissible, referred to, or used in

any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiffs Parties or as otherwise required by law.

#### **XIV. MISCELLANEOUS PROVISIONS**

48. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of Greg Danilow of Phillips ADR Enterprises as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel. The Parties agree that throughout the course of the litigation, all parties and their counsel complied with the provisions of Delaware Court of Chancery Rule 11. Accordingly, the Parties agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis.

49. All of the Exhibits attached hereto (the “Exhibits”) are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth herein.

50. This Stipulation and the Exhibits constitute the entire agreement between Plaintiffs, on the one hand, and Defendants, on the other hand, and supersede any prior agreements among Plaintiffs, on the one hand, and Defendants, on the other hand, with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

51. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiffs Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

52. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiffs’ Counsel and Defendants’ Counsel, or their successors-in-interest.



53. The waiver by Plaintiffs or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

54. Plaintiffs represent and warrant that Plaintiffs are Class Members and that none of Plaintiffs' claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

55. The Defendants warrant that, as to the payments made or to be made on behalf of the Defendants pursuant to the Settlement and this Stipulation, at the time of entering into this Stipulation and at the time of such payment, to the best of their knowledge, neither the Defendants nor any entities contributing to the payment of the Settlement Amount are insolvent, nor will the payment required to be made on behalf of them render them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including § 101 and § 547 thereof.

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

57. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

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

59. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion 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 between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

60. Without further order of the Court, Plaintiffs and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

61. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

62. This Stipulation may be executed in one or more counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

63. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of law principles.

64. The 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 an award of attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation.

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

66. Plaintiffs and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiffs' and Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the undersigned counsel have executed this Stipulation on behalf of their client(s) as of October 10, 2025.

**OF COUNSEL:**

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