



(collectively, “Defendants”). Plaintiffs and Defendants are hereinafter collectively referred to as the “Parties.”

This Stipulation states all of the terms of the Settlement and resolution of claims asserted in the Action and is intended by Plaintiffs and Defendants to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiffs’ Claims (defined below) and the Released Defendants’ Claims (defined below), subject to the approval of the Court.

WHEREAS:

A. Plaintiffs were common stockholders of Left Coast Ventures, Inc. (“LCV” or the “Company”).

B. On March 30, 2021, Plaintiffs (along with named plaintiff Ling “Chrissie” Yim (“Yim”) initiated this action (the “Action”) by filing their Verified Complaint in the Action alleging (i) breaches of fiduciary duty (Count I), (ii) tortious interference (Count II), and (iii) civil conspiracy (Counts III and IV) against Defendants and Crocket Resources S.A., and Bassler Co Corp. (together Crocket Resources S.A. and Bassler Co Corp. are referred to as the “Non-Appearing Defendants”) (Trans. ID 66442947).

C. On April 21, 2021 and April 27, 2021, Defendants moved to dismiss the Complaint under Court of Chancery Rule 12(b)(6) (collectively the “Motions to Dismiss”) (Trans. IDs 66533781 and 66551312, respectively).

D. On July 18, 2021, Plaintiffs commenced discovery by serving Document Requests directed to Defendants (Trans. ID 66699766), and a third-party subpoena upon Cooley, LLP, counsel for the Company (Trans. ID 66699799).

E. On July 2, 2021, Defendants filed their Opening Brief in Support of the Motions to Dismiss (Trans. ID 66739138) and moved for a protective order staying all discovery pending resolution of the Motions to Dismiss (“Motion to Stay”) (Trans. ID 66736104).

F. Briefing on the Motions to Dismiss and the Motion to Stay concluded on October 18, 2021 (Trans. IDs 6690009, 66902378 and 67022246).

G. On November 9, 2021, oral argument was held on the Motions to Dismiss and the Motion to Stay (Trans. ID 66929425). At the conclusion of the November 9, 2021 hearing, the Court granted the Motion to Stay and took the Motions to Dismiss under advisement (Trans. ID 67082561). An Order implementing the Motion to Stay was entered by the Court on November 9, 2021 (Trans. ID 67081344).

H. On February 28, 2022, the Court issued its Memorandum Opinion on the Motions to Dismiss, (i) granting the Motions to Dismiss as to Counts II and IV of the Complaint, and (ii) denying the Motions to Dismiss as to Counts I and III of the Complaint (Trans. ID 67352750). An Order implementing the Court’s rulings on the Motions to Dismiss was entered on March 8, 2022 (Trans. ID 67376324).

I. On May 9, 2022, Defendants filed their Answer to the Complaint (Trans. ID 67600771).

J. From May 2022 through November 2023, the parties engaged in further discovery, including service of reciprocal document requests and interrogatories and extensive third party subpoenas for documents and testimony, including service of subpoenas upon Michael Auerbach (“Auerbach”) (Trans. IDs 70287468, 70500831), Brett Cummings (“Cummings”) (Trans. IDs 70301588, 70548739), the Company (Trans. IDs 70302388, 70473856), Gold Flora Corporation (formerly TPCO) (Trans. ID 70616944), and Tilray Brands, Inc. (Trans. ID 70589786), among others.

K. Beginning in April 2023, the Parties began an extensive mediation effort with the Honorable Andrea L. Rocanelli (Ret.).

L. On October 24, 2023, the Parties stipulated to the dismissal of Yim as a plaintiff (Trans. ID 71167558). By Order dated October 24, 2023, Yim was dismissed from the Action (Trans. ID 71175723).

M. On November 5, 2023, the Parties’ efforts to mediate concluded unsuccessfully.

N. On November 21, 2023, Plaintiffs moved for class certification (Trans. ID 71429598).

O. On January 22, 2024, Plaintiffs filed a Motion for Leave to Amend the Complaint (the “Motion to Amend”) (Trans. ID 71844847) to pursue alleged

conspiracy and aiding and abetting claims against additional defendants Auerbach, Murphy Ofutt LCV LLC (“Murphy Ofutt”), Barry A. Brooks (“Brooks”) and TPCO (collectively, Auerbach, Murphy Ofutt, Brooks, and TPCO are referred to as the “Additional Defendants”).

P. On January 29, 2024, the Court granted the Motion to Amend (Trans. ID 71897716).

Q. On February 2, 2024, Plaintiffs filed their Amended Verified Complaint (the “Amended Complaint”) (Trans. ID 71897855).

R. On February 28, 2024, Defendants filed their Answer to the Amended Complaint (Trans. ID 72190989).

S. On April 12, 2024, defendant TPCO Holding Corp. (“TPCO”) filed its Answer to the Amended Complaint (Trans. ID 72738808).

T. On May 31, 2024, TPCO served its first set of discovery requests to Plaintiffs (Trans. ID 73281308).

U. On June 14, 2024, defendants Brooks and Auerbach each moved to dismiss the Amended Complaint pursuant to Court of Chancery Rules 12(b)(2) and 12(b)(6) (Trans. IDs 73396516 and 73393418).

V. On July 15, 2024, Plaintiffs filed a Motion for Leave to Amend the Complaint to include additional breach of fiduciary allegations against Auerbach

following Plaintiffs' inspection and investigation of documents produced by Auerbach ("Second Motion to Amend") (Trans. ID 73632284).

W. On July 22, 2024, the Court granted the Second Motion to Amend (Trans. ID 73740542).

X. On July 25, 2024, Plaintiffs filed their Second Amended Verified Complaint (the "Second Amended Complaint") (Trans. ID 73712856).

Y. On August 8, 2024, defendants Auerbach and Brooks each moved to dismiss the Second Amended Complaint pursuant to Chancery Court Rules 12(b)(2) and 12(b)(6) (collectively the "Auerbach and Brooks' Motions to Dismiss") (Trans. IDs 73986195, 73997837).

Z. On August 26, 2024, Defendants and TPCO filed their respective Answers to the Second Amended Complaint (Trans. IDs 74147391 and 74156190).

AA. Briefing on the Auerbach and Brooks' Motions to Dismiss concluded on January 15, 2025 (Trans. IDs 74993762, 74995070, 75244327, 75443855, and 75446068).

BB. On April 28, 2025, the Court granted the Brooks Motion to Dismiss (Trans. ID 76163163).

CC. On May 6, 2025, oral argument was held on the Auerbach Motion to Dismiss (Trans. ID 75508373).

DD. On July 25, 2025, the Court granted the Auerbach Motion to Dismiss (Trans. ID 76727655).

EE. On December 29, 2025, the Court set trial dates in the Action for September 8-11, 14, 2026 (Trans. ID 78081366).

FF. During the litigation, including after their unsuccessful mediation, the Parties periodically engaged in settlement negotiations. On February 24, 2026, the Parties reached an agreement in principle to settle the Action. This Stipulation sets forth the terms of the Settlement.

GG. 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.

HH. 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.

II. Plaintiffs continue to believe that their claims have legal merit but also believe that the Settlement set forth below provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiffs and Plaintiffs' Counsel (defined below) have considered: (i) the difficulty and risk of collecting any judgment; (ii) the attendant risks of continued litigation and the

uncertainty of the outcome of the Released Plaintiffs' Claims; (iii) the probability of success on the merits of the Released Plaintiffs' Claims; (iv) issues with respect to proof and possible defenses at trial and the delay and uncertainty that could be incurred by any appeal; (v) the desirability of permitting the Settlement to be consummated according to its terms; (vi) the expense and length of continued proceedings necessary to prosecute the Released Plaintiffs' Claims against Defendants through trial and appeals; and (vii) the conclusion of Plaintiffs and Plaintiffs' Counsel that the terms and conditions of the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the Released Plaintiffs' Claims on the terms set forth in this Stipulation.

JJ. Based on Plaintiffs' Counsel's extensive review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, which has been ongoing since 2021, 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 the evaluation of Plaintiffs and 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.

KK. Defendants deny any and all allegations of wrongdoing, liability, breach of fiduciary duty, violations of law, or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged in the Action, and maintain

that their conduct was at all times proper, in compliance with applicable law, and in the best interests of LCV and its stockholders. Each of the Defendants asserts that, at all relevant times, he or it acted in good faith, and in a manner reasonably believed to be in the best interests of LCV and all its stockholders. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of the Defendants with respect to any claim, any legal or factual allegation, any fault, any wrongdoing, any breach of duty, any liability, any harm or damage whatsoever, or any infirmity in the defenses that Defendants have or could have asserted. Defendants enter into this Stipulation solely because they consider it desirable that the Released Plaintiffs' Claims be settled and dismissed with prejudice to: (1) eliminate the uncertainty, burden, inconvenience, distraction, and expense of further litigation; and (2) finally and forever put to rest, resolve, and terminate the Released Plaintiffs' Claims.

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

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by Plaintiffs, for themselves and on behalf of the Class, and Defendants that, subject to the approval of the Court and pursuant to Court of Chancery Rule 23, for the good and valuable consideration set forth in this

Stipulation, the Released Plaintiffs' Claims and Released Defendants' Claims shall be fully, finally, and forever settled, compromised, and dismissed on the merits and with prejudice, and are fully, finally and forever released, resolved, remised, compromised, settled, and discharged with prejudice as to the Released Defendant Parties and the Released Plaintiff Parties, in the manner and upon the terms and conditions set forth in this Stipulation.

## **I. DEFINITIONS**

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms used in this Stipulation and any exhibits attached hereto shall have the meanings specified below:

(a) "Administrative Costs" means all costs, fees, and expenses incurred in connection with providing notice of the Settlement to the Class, locating Class Members, administering the Settlement, distributing the 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, publishing the Notice, and the administrative expenses incurred and fees charged by the Administrator in connection with providing notice and administering the Settlement.

(b) "Administrator" means the settlement administrator selected by Plaintiffs' Counsel to provide notice to the Class and administer the Settlement.

(c) “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), of all former holders of Left Coast Ventures, Inc. common stock as of January 15, 2021, together with their successors and assigns, but excluding the Excluded Persons (the “Class”).

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

(e) “Closing” means the closing date of the Merger on January 15, 2021.

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

(g) “Defendants’ Counsel” means the law firm of Paul, Weiss, Rifkind, Wharton & Garrison LLP.

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

(i) “Eligible Record Holder” means the record holder of any shares of LCV common stock as of January 15, 2021, provided that no Excluded Person may be an Eligible Record Holder.

(j) “Escrow Account” means the account that is to be maintained by the Administrator and into which the Settlement Consideration shall be deposited. The funds deposited into the Escrow Accounts shall be invested in instruments backed by the full faith and credit of the U.S. Government or 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. The Settlement Fund shall bear all risks related to investment of the Settlement Consideration.

(k) “Excluded Persons” means Defendants, the Additional Defendants, and the Non-Appearing Defendants, and any person, firm, trust, corporation or other entity related to or affiliated with any of Defendants, the Additional Defendants, and the Non-Appearing Defendants. Excluded Persons also include any trusts, estates, entities, or accounts that held LCV shares for the benefit of any of the foregoing.

(l) “Fee and Expense Award” means an award to Plaintiffs’ Counsel of fees and expenses, to be paid solely from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or costs 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.

(m) “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, or rehearing 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, or rehearing, 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 the Judgment.

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

(o) “Net Settlement Fund” means the Settlement Fund, as defined in this Stipulation, less (i) any Fee and Expense Award; (ii) Administrative Costs; (iii) Taxes and Tax Expenses; and (iv) any other Court-approved deductions.

(p) “Notice” means the Notice of Pendency and Proposed Settlement of Class Action substantially in the form attached hereto as Exhibit B.

(q) “Person” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock

company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity.

(r) “Plaintiffs’ Counsel” means the law firm of Prickett, Jones & Elliott, P.A.

(s) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, as set forth in Section II.B and the Notice, or otherwise approved by the Court.

(t) “Released Claims” means the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(u) “Released Defendant Parties” means Defendants, as well as their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, current and former stockholders, members, parents, subsidiaries, affiliates, funds, directors, officers, employees, agents, insurers, reinsurers, counselors, attorneys, advisors, immediate family members, trusts, trustees, executors, administrators, estates, heirs, insurers, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under or through, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns.

(v) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, all claims and causes of action of every nature and description,

whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign or other law or rule that arise out of or relate in any way to the institution, prosecution, settlement, or dismissal of the claims asserted in the Action, except for (i) claims to enforce this Stipulation and the Settlement or (ii) any claims to enforce the Judgment or any other Final order or judgment entered by the Court.

(w) “Released Parties” means Released Plaintiff Parties and Released Defendant Parties.

(x) “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and Plaintiffs’ Counsel.

(y) “Released Plaintiffs’ Claims” means, as against the Released Defendant Parties, all claims and causes of action of every nature and description, whether known claims or Unknown Claims, whether arising under state, federal, common, local, statutory, regulatory, foreign, or other law or rule (i) that arise from Plaintiffs/Class Members’ capacity as former LCV stockholders; and (ii) that Plaintiffs or any other member of the Class (a) asserted in the Action or (b) could have alleged, asserted, set forth, or claimed in the Action, or in any other action or proceeding in any forum, individually or on behalf of the Class, that (i) relate to, or arise out of, the facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act that were alleged in the Action and (ii)

arise out of, are based upon, relate to, or concern the rights of, duties owed to, and/or ownership of LCV common stock during the Settlement Class Period, including, but not limited to, any claims related to (1) the Merger or Merger agreement or (2) any disclosures relating to or concerning the Merger or the Company, except for claims to enforce this Stipulation, the Settlement, the Judgment, or any other Final order or judgment entered by the Court.

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

(aa) “Settlement” means the settlement contemplated by this Stipulation of the claims asserted by Plaintiffs and the Class against the Defendants in the Action.

(bb) “Settlement Class Period” means November 24, 2020, the date of the announcement of the Merger, through and including January 15, 2021, the date of the Closing.

(cc) “Settlement Consideration” means a total of \$4.8 million (\$4,800,000) in cash.

(dd) “Settlement Fund” means the principal amount of \$4.8 million (\$4,800,000) in cash, plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(ee) “Settlement Hearing” means the hearing to be held by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement, certification of the Class for Settlement purposes, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Plaintiffs’ Counsel.

(ff) “Tax Expenses” means the 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 relating to filing (or failing to file) the returns described in Section II.B.

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

(hh) “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Plaintiffs’ Claims and Released Defendants’ Claims, 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 Class Members 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 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.

The Parties acknowledge, and the Released Plaintiff 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 the Parties, and by operation of law, the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' Claims, whether known claims or Unknown Claims, 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. The Parties also acknowledge, and the Released Plaintiff 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 CONSIDERATION**

### **A. The Settlement Fund**

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

(a) Defendants or their insurers shall pay, or cause to be paid, the Settlement Consideration into the Escrow Account within thirty (30) calendar days after the later of the date that: (a) the Court enters the Scheduling Order, and (b) Plaintiffs’ Counsel delivers to Defendants’ Counsel all necessary wiring/payment information, including a signed IRS Form W-9 reflecting a valid taxpayer identification number and physical address for the Escrow Account, telephone and email contact information, and any other information reasonably requested to effectuate payment into the Escrow Account.

(b) 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.

(c) The Settlement Fund shall be administered by the Settlement Administrator and used (i) to pay all Administrative 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) in this subparagraph, for subsequent disbursement of the Net Settlement Fund to the Eligible Record Holders as provided in Section II.B or such other plan of allocation as may be approved by the Court.

(d) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs' Counsel may pay from the Settlement Fund, without order of the Court, all reasonable costs and expenses actually incurred in connection with Administrative Costs up to the sum of \$250,000.00, which shall include the costs of providing notice of the Settlement to the Class. After the Effective Date, Administrative Costs may be paid as incurred pursuant to an administrative order by the Court.

(e) If the Settlement is not approved by the Court or does not become final, the Settlement Consideration, less any amounts expended for approved Notice and Administration Costs, shall be returned to the persons which funded the Settlement Consideration, in proportion to their contributions, with any interest earned thereon. For the avoidance of doubt, funds that have actually been disbursed

to fund Administrative Costs shall not be returned by Plaintiffs or Plaintiffs' Counsel and neither Plaintiffs nor Plaintiffs' Counsel shall have any obligation to repay those costs and expenses.

(f) For the avoidance of doubt: (i) neither Plaintiffs, Class Members, nor Plaintiffs' Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Consideration in accordance with this Paragraph 2; 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, Administrative Costs, Taxes, Tax Expenses, acts or omissions of the Administrator, or the Action, except as specifically set forth in this Stipulation.

**B. Distribution of the Settlement Fund**

3. Defendants represent that prior to the execution of this Stipulation, Defendants provided Plaintiffs' Counsel with what they reasonably believed to be a true and correct copy of LCV's stocklist, including the number of shares held by each record holder of LCV common stock and the holder's last known contact information (the "Record Holder Information").

4. Defendants agree to reasonably cooperate with Plaintiffs' Counsel and the Administrator to provide the information necessary for Notice and

Administration, including providing information reasonably available to them from or about Excluded Persons, to ensure that no portion of the Net Settlement Fund is distributed to any Excluded Person, including information sufficient to identify the names and mailing addresses for each Excluded Person, the number of shares of LCV common stock directly or indirectly owned by each Excluded Person as of the Merger (collectively, the “Excluded Person Information”). In addition to the foregoing, Plaintiffs’ Counsel may request from Defendants any additional information as may be reasonably required to distribute the Net Settlement Fund to Eligible Record Holders and to ensure that the Net Settlement Fund is paid only to Eligible Record Holders and not to Excluded Persons, and Defendants agree to provide their good-faith cooperation in procuring and providing such information to the extent that it has not already been provided and solely to the extent that it is known or reasonably knowable, or otherwise reasonably identifiable, by Defendants.

5. Defendants and any other Excluded Person shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

6. Payment to Eligible Record Holders shall be made by the Administrator from the Net Settlement Fund directly in an amount equal to the Per-Share Recovery times the number of shares of LCV Class A and Class B common stock owned by such Eligible Record Holder.

7. If there is any balance remaining in the Net Settlement Fund six (6) months 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 Administrator shall, if feasible, distribute such balance among the Eligible Record Holders 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 file a motion for an administrative order instructing the Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated expenses, to the Delaware Combined Campaign for Justice. This is not a claims-made Settlement. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

8. Plaintiffs' Counsel shall be solely responsible for supervising the administration of the Settlement and the disbursement of the Net Settlement Fund,

subject to Court approval. Plaintiffs' Counsel believes that this proposed administration and distribution represents a fair and efficient means of applying the Settlement Consideration towards the resolution of all the claims and damages alleged in the Action. The Net Settlement Fund shall be distributed to Eligible Record Holders only after the Effective Date of the Settlement and after all Administrative Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

9. Payment pursuant to the Plan of Allocation shall be final and conclusive against all Class Members. Plaintiffs, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; the calculation or distribution of any payment from the Settlement Fund or Net Settlement Fund; the performance or nonperformance of the Administrator, or any nominee holding shares on behalf of a Class Member; 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.

10. The Plan of Allocation proposed in this Stipulation 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 can 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 in this Action. Defendants shall not object in any way to the Plan of Allocation in this Action and shall not have any involvement with the application of the Plan of Allocation except as explicitly provided in this Stipulation.

11. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Plan of Allocation shall be subject to the exclusive jurisdiction of the Court.

12. Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Administrator concerning the distribution of the Settlement Fund, except to use reasonable efforts to provide information as required in ¶¶ 3, 4, and 6 hereof.

### **III. THE RELEASES, BAR ORDER, AND SCOPE OF SETTLEMENT**

13. The Judgment shall provide for the dismissal of the Action with prejudice, on the merits and without costs, except as provided in this Stipulation.

14. As of the Effective Date, the Released Plaintiff Parties shall be deemed to be released and forever discharged from all of the Released Defendants' Claims, and the Released Defendant Parties shall be deemed to be released and forever discharged from all of the Released Plaintiffs' Claims.

15. The Judgment shall contain a bar order (“Bar Order”) in a form substantially similar to the following:

Upon the Effective Date, any claims for contribution under 10 *Del. C.* § 6304(b), in which the injury claimed is based on or arises out of the claimant’s actual or threatened liability to the Class or any Class Member, based upon or arising out of the Released Plaintiffs’ Claims (i) against the Defendants and the other Released Defendant Parties; or (ii) by any of the Defendants or the other Released Defendant Parties against any other person or entity are hereby barred to the fullest extent permitted by law.

16. The Settlement is executed in accordance with the provisions of 10 *Del. C.* § 6301, *et seq.*, of the Uniform Contribution Among Tortfeasors Act. Accordingly, Plaintiff agrees, and all other Class Members shall be deemed by operation of law to agree, pursuant to 10 *Del. C.* § 6304, that if any of Defendants or the other Released Defendant Parties are determined to be joint tortfeasors with any other persons or entities and jointly and severally liable for damages, then damages jointly recoverable against any such other person or entity will be reduced by the greater of (a) the Settlement Consideration, and (b) the pro rata share of the responsibility or liability for such damages, if any, of Defendants or the other Released Defendant Parties. This language is intended to comply with 10 *Del. C.* § 6304(b) so as to preclude any liability of Defendants and the other Released Defendant Parties to any joint tortfeasor for contribution or any other claim based on the theory that the Released Defendant Parties are joint tortfeasors in connection with the Released Plaintiffs’ Claims or the Action.

#### **IV. CLASS CERTIFICATION**

17. Defendants stipulate for Settlement purposes only to (i) certification of the Class as a non-opt-out class, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); and (ii) the appointment of Plaintiffs as class representatives for the Class, and to the appointment of Plaintiffs' Counsel as counsel for the Class.

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

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

19. As soon as practicable after this Stipulation has been executed, Plaintiffs and Defendants 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: (a) the dissemination of the Notice, which includes a Plan of Allocation, substantially in the form attached hereto as Exhibit B; and (b) the scheduling of the Settlement Hearing to consider: (i) the proposed Settlement; (ii) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit C; (iii) Plaintiffs' Counsel's Fee Application (defined below); and

(iv) 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.

20. The Parties and each of their respective attorneys agree to (i) use their individual and collective best efforts to obtain Court approval of the Stipulation; (ii) 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; and (iii) 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 Final Judgment in all material respects in the form attached hereto as Exhibit C.

## **VI. STAY PENDING COURT APPROVAL**

21. 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, substantially in the form attached hereto as Exhibit C.

22. The Parties hereby agree to stay the proceedings in the Action, to file no further actions against the Released Parties asserting any Released Claims, and to stay and not to initiate any and all other such proceedings other than those incident

to 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.

23. The Parties agree to cooperate in seeking the stay and dismissal of, and to oppose entry of any interim or final relief in favor of, any Class Member, in any other proceedings against any of Defendants or any other Released Defendant Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, any of the Released Plaintiffs' Claims against any of Released Defendant Parties. The Parties are aware of no such other proceedings.

24. Notwithstanding paragraphs 23 and 24, nothing in this Stipulation shall in any way impair or restrict the rights of any Settling Party to defend this Stipulation or the Settlement or to otherwise respond in the event any Person objects to this Stipulation, the Settlement, the Order and Final Judgment, the Fee and Expense Award, or the Plan of Allocation.

## **VII. CONDITIONS OF SETTLEMENT**

25. This 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 C, including the Releases and Bar Order substantially in the form set out in this Stipulation, and dismissal of the Action with prejudice without the award of any damages, costs, or fees and expense, except as provided for in this Stipulation;

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

(d) the deposit of the Settlement Consideration in the Escrow Account in accordance with ¶ 1; and

(e) the occurrence of the Effective Date.

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

26. Plaintiffs' Counsel will apply for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund as well as reimbursement of litigation expenses (the "Fee Application") to be paid solely from the Settlement Fund. Plaintiffs' Counsel's Fee Application has not been discussed by, and is not

the subject of any agreement between, Defendants and Plaintiffs other than what is set forth in this Stipulation. Any Fee and Expense Award shall be determined by the Court.

27. Any 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 and approving the Settlement. 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, 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, the Plan of Allocation, Fee Application, and Fee and Expense Award are not material terms of this Stipulation and not conditions to the Settlement.

Accordingly, no Court order or reversal on appeal of any order concerning the Plan of Allocation, Fee Application, 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.

28. Plaintiffs' Counsel warrants that no portion of any Fee and Expense Award shall be paid to Plaintiffs or any Class Member, except as approved by the Court,.

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

## **IX. ACCOUNT AND TAXES**

30. The Parties agree as follows:

(a) The Settlement Fund will be treated as a "qualified settlement fund" within the meaning of Treas. Reg. §1.468B-1, and the regulations promulgated thereunder. 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 Administrator shall timely make or cause to be made such elections as necessary or advisable to carry out the provisions of this paragraph, 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 Administrator 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, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

(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 Administrator. The Administrator shall timely and properly file, or cause to be timely and properly filed, 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 ¶ 29(a) hereof) shall be consistent with this paragraph 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 ¶ 29(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 Administrator out of the Settlement Fund without prior order from the Court, and the Administrator shall be authorized (notwithstanding anything in this Stipulation

to the contrary) to withhold from distribution to Eligible Record Holders 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)). Neither the Released Defendant Parties nor their counsel shall have any responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Administrator (or its agents), as the escrow agent. The Parties hereto agree to cooperate with the Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this paragraph.

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

31. Plaintiffs or Defendants shall have the right (but not the obligation) to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all 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; (b) the Court's declining to enter the Judgment approving the Settlement in any material respect; (c) 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 (d) failure to satisfy any of the other conditions of Section VI.

32. Neither 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 grounds for termination or cancellation of this Stipulation and/or the Settlement.

33. If either: (a) the Effective Date does not occur, (b) this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or (c) the Settlement otherwise does not become Final for any reason, then (i) the Settlement and this Stipulation (other than this Section and Sections X-XI) 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 the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) Plaintiffs and Defendants shall work together in good faith to set a new trial date and to negotiate a new schedule for further proceedings, to be approved by the Court; (vi) all proceedings respecting the Released Plaintiffs' Claims shall revert to their status before the Settlement as of February 23, 2026; (vii) Plaintiffs and Defendants shall proceed in all respects as if the Settlement and this Stipulation (other than this Section and Sections X-XI) had not been entered into; and (viii) the Settlement Consideration (including any accrued interest thereon in the Account), less any

Administrative 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 ¶ 26 above, shall be refunded by the Administrator from the Escrow Account, within thirty (30) calendar days after such cancellation or termination, directly to the parties who made payments pursuant to ¶ 1(a) in amounts set forth by Defendants' Counsel to the Administrator.

#### **XI. NO ADMISSION OF WRONGDOING**

34. Defendants deny any and all allegations of fault, liability, wrongdoing, or damages whatsoever alleged in the Action. Defendants make no admission of liability or any form of wrongdoing whatsoever.

35. None of this Stipulation, the Settlement, the negotiations leading to execution of this Stipulation, or any proceedings taken pursuant to or in connection with the Stipulation or approval of the Settlement shall be offered against (i) any Defendant as evidence of any presumption, admission, or concession by any Defendant any fault, liability, or wrongdoing of any kind or of any damages whatsoever; or (ii) any Plaintiff as evidence that any of his claims are without merit, that any Defendant had meritorious defenses, or that damages recoverable from any Defendant under the Second Amended Complaint would not have exceeded the Settlement Consideration; provided, however, that this Stipulation and the Judgment

may be introduced in any proceeding 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 Plaintiff Parties or as otherwise required by law.

36. The provisions of this Section that do not concern giving final, preclusive effect to the Stipulation, the Settlement, and/or the Judgment shall remain in force even in the event that the Stipulation or the Settlement does not become Final or is terminated for any reason whatsoever.

## **XII. MISCELLANEOUS PROVISIONS**

37. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and consultation with experienced legal counsel.

38. All exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth in this Stipulation.

39. 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.

40. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff 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.

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

42. 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.

43. Each of Plaintiff Michael Blue and Plaintiff Christopher Groh represents and warrants, on behalf of himself, that he is a member of the Class and that none of his claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

44. Each of the Parties represents and warrants that he, she, or it 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 he, she, or it deems necessary and advisable.

45. 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).

46. The headings in this Stipulation are used for the purpose of convenience only and are not meant to have legal effect.

47. 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.

48. 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.

49. 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.

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

51. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or the 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 conflict-of-law principles.

52. 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 concerning the Fee Application and any Fee and Expense Award, and enforcing the terms of this Stipulation.

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

54. The Parties 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 parties by their undersigned attorneys have executed this Stipulation as of June 22, 2026.

PRICKETT, JONES & ELLIOTT, P.A.

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