



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SCULPTOR CAPITAL
MANAGEMENT, INC. STOCKHOLDER
LITIGATION

CONSOLIDATED
C.A. No. 2023-0921-SG

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated January 22, 2024 (the “**Stipulation**”), is entered into in the above-captioned consolidated stockholder class action (the “**Action**”) by and among the following parties: (i) Plaintiff Gilles Beauchemin (“**Plaintiff**”), on behalf of himself and the Class (defined below); (ii) Defendants Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O’Connor and Zoltan Varga (collectively, the “**Founder Group**”); (iii) Defendants Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin and Wayne Cohen (collectively, the “**Director Defendants**”); (iv) Defendants Rithm Capital Corp. (“**Rithm**”), Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP and Calder Sub III, LP (collectively, the “**Rithm Defendants**”); and (v) Sculptor Capital Management, Inc. (the “**Company**”), Sculptor Capital LP, Sculptor Capital Advisors LP and Sculptor Capital Advisors II LP (collectively, “**Sculptor**,” and collectively with the Founder Group, the Director Defendants and the Rithm Defendants, “**Defendants**,” and Defendants and Plaintiff together, the

“**Settling Parties**”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended to: (i) be a full and final disposition of the Action; (ii) state all of the terms and conditions of the Settlement and the resolution of the Action; (iii) fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Plaintiff’s Claims against Defendants and to release the Released Plaintiff’s Claims as to each and every one of the Released Defendant Parties; and (iv) fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Defendants’ Claims against Plaintiff and to release the Released Defendants’ Claims as to each and every one of the Released Plaintiff Parties.¹

WHEREAS:

A. On July 23, 2023, Rithm and Sculptor entered into an Agreement and Plan of Merger (the “**Merger Agreement**”) providing for, among other things, (i) the merger of Calder Sub, Inc. with and into the Company, with the Company continuing as the surviving corporation; (ii) the merger of Calder Sub I, LP with and into Sculptor Capital LP, with Sculptor Capital LP continuing as the surviving

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

partnership; (iii) the merger of Calder Sub II, LP with and into Sculptor Capital Advisors LP, with Sculptor Capital Advisors LP continuing as the surviving partnership; and (iv) the merger of Calder Sub III, LP with and into Sculptor Capital Advisors II LP, with Sculptor Capital Advisors II LP continuing as the surviving partnership (collectively, the “**Transaction**”). Under the Merger Agreement, Rithm agreed to, among other things, acquire all shares of the Company’s Class A common stock for \$11.15 per share.

B. On September 11, 2023, Plaintiff filed a putative class action complaint in the Court on behalf of himself and all other similarly situated stockholders of the Company against the Director Defendants and the Company in the matter captioned *Beauchemin v. Engel, et al.*, C.A. No. 2023-0921-SG (the “**Beauchemin Class Action**”). Plaintiff alleged, among other things, that the Director Defendants breached their fiduciary duties in connection with entering into the Merger Agreement, and sought, among other things, injunctive relief. Plaintiff also filed a Motion to Expedite and a Motion for Preliminary Injunction (the “**Motion**”).

C. On September 25, 2023, Plaintiff issued subpoenas on certain third parties.

D. On September 26, 2023, the Court denied the Motion to Expedite in the Beauchemin Class Action, without prejudice to Plaintiff’s right to renew his motion

at a later date, and ordered the parties to prepare for expedited discovery and to provide status reports on an ongoing basis.

E. On September 28, 2023, the parties met and conferred regarding the scope of expedited discovery and discovery as to the third parties on whom subpoenas had been served. The parties agreed that such discovery would not be stayed as to certain third parties.

F. On October 2, 2023, the parties exchanged drafts of a confidentiality stipulation to govern the exchange of discovery material and filed a stipulation on October 4, 2023.

G. On October 9, 2023, Plaintiff provided a search protocol to govern expedited discovery.

H. On October 10, 2023, the parties met and conferred regarding the status report to the Court.

I. On October 12, 2023, the parties to the Merger Agreement executed an amendment to the Merger Agreement pursuant to which, among other things, Rithm agreed to acquire all outstanding shares of the Company's Class A common stock for \$12.00 per share (the "**First Transaction Price Increase**").

J. On October 12, 2023, the Company filed a definitive proxy statement (the "**Proxy Statement**"), scheduling a special meeting of Company stockholders to take place on November 16, 2023, at which the Company stockholders would be

asked, among other things, to adopt the Merger Agreement, as amended, and approve the transactions contemplated thereby.

K. On October 13, 2023, Plaintiff received the first third-party document production.

L. On October 15, 2023, Plaintiff filed his Verified Amended and Supplemented Class Action Complaint for Injunctive Relief. (Trans. ID 71094630)

M. On October 16, 2023, Plaintiff filed his Renewed Motion to Expedite. (Trans. ID 71108161)

N. On October 17, 2023, the Court ordered expedited proceedings in the Beauchemin Class Action, and the hearing on the Motion was subsequently scheduled for November 9, 2023. (Trans. ID 71118623)

O. On October 17, 2023, the Founder Group members filed a putative class action complaint in the Court on behalf of themselves and all other similarly situated stockholders of the Company against the Director Defendants, the Rithm Defendants and Sculptor in the matter captioned *Och, et al. v. Engel, et al.*, C.A. No. 2023-1043-SG (the “**Founder Group Class Action**”). (Trans. ID 71108175) The Founder Group alleged, among other things, that the Director Defendants breached their fiduciary duties in connection with entering into the Merger Agreement and that the Rithm Defendants aided and abetted those breaches, and sought injunctive relief. The Founder Group also filed a Motion to Expedite.

P. On October 23, 2023, the Court entered an order consolidating the Beauchemin Class Action and the Founder Group Class Action as *In re Sculptor Capital Management, Inc. Stockholder Litigation*, Consol. C.A. No. 2023-0921-SG. (Trans. ID 71160852) The Court designated Christensen & Dougherty LLP, Dechert LLP, Labaton Sucharow LLP (n/k/a Labaton Keller Sucharow LLP), and Abrams & Bayliss LLP as Interim Co-Lead Counsel and ordered that Plaintiff and the Founder Group file a consolidated class action complaint on or before October 27, 2023.

Q. On October 27, 2023, the Company and Rithm issued a joint press release announcing that the parties to the Merger Agreement had executed a second amendment to the Merger Agreement pursuant to which, among other things, Rithm agreed to acquire all outstanding shares of the Company's Class A common stock for \$12.70 per share (the "**Second Transaction Price Increase**" and, together with the First Transaction Price Increase, the "**Transaction Price Increases**"). In connection with this second amendment to the Merger Agreement, the Founder Group executed a Transaction Support Agreement whereby the Founder Group agreed to, among other things, vote its Company shares in favor of the Transaction and dismiss its claims in the Action without prejudice to the Class. Rithm informed the Court by letter of these developments on the morning of October 27, 2023, and included with its letter Defendants and Founder Group's Stipulation and [Proposed]

Order Regarding Dismissal of the Founder Group (the “**Founder Group Dismissal Order**”). (Trans. ID 71203811)

R. Later on October 27, 2023, Plaintiff filed a letter with the Court requesting, among other things, an extension to file the consolidated class action complaint. (Trans. ID 71215291)

S. On October 29, 2023, Plaintiff filed his Amended Class Action Complaint for Injunctive Relief against Defendants (the “**Operative Complaint**”). (Trans. ID 71221469)

T. On October 29, 2023, Plaintiff filed a letter with the Court requesting, among other things, a status and scheduling conference. (Trans. ID 71221835)

U. On November 1, 2023, the Court held a scheduling conference, rescheduled the preliminary injunction hearing for November 14, 2023, and ordered the parties to confer on all pre-hearing deadlines.

V. On November 6, 2023, the Company filed supplemental disclosures on Schedule 14A that addressed certain disclosure claims raised by Plaintiff in the Operative Complaint (the “**November 6 Disclosures**”).

W. On November 7, 2023, Plaintiff filed Plaintiff’s Opening Brief in Support of Motion for Preliminary Injunction (the “**Opening Brief**”). (Trans. ID 71353771)

X. On November 9, 2023, the Company filed supplemental disclosures on Schedule 14A that identified information that Plaintiff argued in the Opening Brief was omitted from the Proxy Statement (the “**November 9 Disclosures**” and, together with the November 6 Disclosures, the “**Supplemental Disclosures**”).

Y. On November 11, 2023, the Founder Group filed its answering brief in opposition to the Motion; Rithm filed its answering brief in opposition to the Motion; the special committee members, Marcy Engel and Charmel Maynard, filed their answering brief in opposition to the Motion; and Bharath Srikrishnan, David Bonanno, James Levin, Wayne Cohen, and Sculptor filed a joinder to the special committee members’ answering brief in opposition to the Motion. (Trans. IDs 71378559, 71378583, 71378585, 71378586)

Z. On November 13, 2023, Plaintiff filed his corrected reply brief in support of the Motion. (Trans. ID 71385376) The same day, Plaintiff filed, and the Court granted, the parties’ Stipulation and [Proposed] Order of Withdrawal of Plaintiff’s Application for a Disclosure-Based Injunction. (Trans. IDs 71383066, 71386476)

AA. Over the course of approximately four weeks, the parties engaged in extensive expedited discovery, including propounding document requests and interrogatories, issuing subpoenas, producing and reviewing documents, and engaging in deposition practice. All told: (i) Defendants and third parties produced,

and Plaintiff's Counsel reviewed, more than 500,000 pages of documents; and (ii) Plaintiff's Counsel deposed six fact witnesses.

BB. The hearing on the Motion was scheduled for 9:00 AM on November 14, 2023, in Dover, Delaware. Before the hearing began, the Settling Parties notified the Court clerk of ongoing settlement negotiations. The Settling Parties reached an agreement on November 14, 2023 to settle the Action, and executed a binding term sheet (the "**Term Sheet**"). The Settling Parties did not conduct any negotiations regarding any request for an award of attorneys' fees, litigation expenses, or incentive award prior to reaching agreement regarding the terms and conditions of the Term Sheet, including regarding the consideration that would be paid to settle the Action.

CC. On November 14, 2023, Plaintiff withdrew the Motion. (Trans. ID 71399513)

DD. On November 16, 2023, stockholders of the Company voted to approve the Transaction.

EE. On November 17, 2023, the Transaction closed.

FF. This Stipulation (together with the exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement between the Settling Parties, and supersedes the Term Sheet.

GG. Plaintiff, through Plaintiff's Counsel, has conducted an investigation and pursued discovery relating to the claims against Defendants and the underlying events and transactions alleged in the Action. Plaintiff's Counsel have analyzed the evidence adduced during their investigation and through the discovery in the Action described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the Proxy Statement and four supplements, and the preliminary injunction briefs prepared and exchanged between the Settling Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's position and Defendants' positions in this litigation.

HH. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable and adequate to Plaintiff and the other Class Members and in their best interests. Based on his direct oversight of the prosecution of this matter, along with the input of Plaintiff's Counsel, Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and conditions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff and the other Class Members will receive from the resolution of the Action; (ii) the attendant risks of litigation; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms and conditions of this Stipulation. The

Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiff of any infirmity in the claims asserted in the Action.

II. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or any other Class Member, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal and equitable duties and are entering into the Settlement and this Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims as against the Released Defendant Parties. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of any Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any Defendant has or could have asserted.

JJ. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further recognize that the Settlement Payment to be paid, and the other terms and conditions of the Settlement as set forth herein, were negotiated at arm's-length, in

good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiff (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23 and the other conditions set forth in Article VI, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the Action against Defendants shall be finally and fully settled, compromised and dismissed, on the merits and with prejudice, and that the Released Plaintiff's Claims shall be finally and fully compromised, settled, released, discharged and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, and that the Released Defendants' Claims shall be finally and fully compromised, settled, released, discharged and dismissed with prejudice against the Released Plaintiff Parties, in the manner set forth herein.

I. DEFINITIONS

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

(a) “**Account**” means the account that is maintained by Plaintiff's Counsel and into which the Settlement Payment shall be deposited.

(b) “**Administrative Costs**” means all fees, costs, and expenses associated with administering or carrying out the terms and conditions of the Settlement, other than the costs of providing notice of the Settlement to the Class. Administrative Costs are not part of the Fund Fee and Expense Award.

(c) “**Claims**” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including known claims and unknown claims, whether direct, individual, class, derivative, representative, legal, equitable, or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule.

(d) “**Class**” means all record holders and beneficial owners of Company common stock whose shares Rithm acquired at Closing (the “Class Shares”) in their capacities as holders of Class Shares, together with their heirs, assigns, transferees, and successors, in each case in their capacity as holders or

beneficial owners of Class Shares, excluding the Defendants and their Immediate Family, affiliates, officers, and directors (each an “**Excluded Person**”). For the avoidance of doubt, the Founder Group and their affiliates (including trusts or other investment vehicles through which any member of the Founder Group, any Immediate Family of any member of the Founder Group, siblings of Mr. Och, or spouses of siblings of Mr. Och, own Class Shares), and the Company’s directors and officers, are each an Excluded Person.

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

(f) “**Closing**” means the consummation of the Transaction on November 17, 2023.

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

(h) “**Defendants’ Counsel**” means the law firms of Abrams & Bayliss LLP; Dechert LLP; Latham & Watkins LLP; Quinn Emanuel Urquhart & Sullivan, LLP; Richards, Layton & Finger, PA; Ross, Aronstam & Moritz LLP; and Skadden, Arps, Slate, Meagher & Flom LLP.

(i) “**DTCC**” means The Depository Trust & Clearing Corporation, including its subsidiary The Depository Trust Company.

(j) “**DTCC Participants**” means the DTCC participants to which DTCC distributed the Public Merger Consideration.

(k) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 13 of this Stipulation have been met and have occurred or have been waived.

(l) “**Eligible Class Members**” means Class Members who held shares of the Company’s Class A common stock at the Closing and received, or were entitled to receive, the Public Merger Consideration. For the avoidance of doubt, Eligible Class Members exclude all Excluded Persons.

(m) “**Fund Fee and Expense Award**” means an award to Plaintiff’s Counsel of fees, costs, and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees, costs, and expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants relating to the Settlement Fund. The Fund Fee and Expense Award does not include Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

(n) “**Final**,” when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or any other court order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding

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

(o) “**Immediate Family**” means parents, children, stepchildren, and spouses (a “**spouse**” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship).

(p) “**Incentive Award**” means an award to Plaintiff Gilles Beauchemin, to be paid solely from the Fund Fee and Expense Award and approved by the Court.

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

(r) “**Long-Form 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**, which is to be made available to Class Members via internet distribution and by first-class mail or email.

(s) “**Net Settlement Fund**” means the Settlement Fund less (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fund Fee and Expense Award; and (v) any other fees, costs, and expenses approved by the Court.

(t) “**Non-Fund Fee Award**” means any award of attorneys’ fees (which shall not include any other fees, costs, and expenses related to the Action) to Plaintiff’s Counsel related to (i) the filing of the Supplemental Disclosures; and/or (ii) the Transaction Price Increases.

(u) “**Notice Costs**” means all fees, costs, and expenses associated with providing notice of the Settlement to the Class. Notice Costs are not part of the Fund Fee and Expense Award.

(v) “**Notice Payment**” means three hundred thousand dollars (\$300,000) of the Settlement Payment to be paid into the Account to cover Notice Costs.

(w) “**Plaintiff’s Counsel**” means Christensen & Dougherty LLP; Friedman Oster & Tejtel PLLC; Kaskela Law LLC; Labaton Keller Sucharow LLP; and Saxena White P.A.

(x) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(y) “**Public Merger Consideration**” means consideration that the Company’s Class A common stockholders were entitled to receive under the terms of the Merger Agreement, as amended.

(z) “**Publication 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**, to be published as set forth in the Scheduling Order.

(aa) “**Released Claims**” means the Released Plaintiff’s Claims and Released Defendants’ Claims.

(bb) “**Released Defendant Parties**” means (i) Defendants; (ii) the Immediate Family of any Defendant; (iii) any of Defendants’ (individually or collectively) past or present, direct or indirect, affiliates, members, parents,

controlling persons, partners, partnerships, investment managers, advisors and funds, subsidiaries, predecessors, and successors (collectively, “**Affiliates**”); (iv) all past or present officers, directors, employees, associates, agents, advisors, members, partners, experts, financial or investment advisors, and attorneys (including Defendants’ Counsel) of Defendants and his, her, or its respective Affiliates; (v) all artificial persons, firms, trusts, foundations, corporations, or other entities in which any of the Defendants, or his, her, or its respective Affiliates, have a financial interest; (vi) any Excluded Person not referenced in the foregoing subclauses in this section; and (vii) the legal representatives, heirs, executors, administrators, predecessors, successors, and assigns of any of the foregoing.

(cc) “**Released Defendants’ Claims**” means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties, that relate to the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include Claims to enforce this Stipulation.

(dd) “**Released Plaintiff Parties**” means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors,

employees, agents, affiliates, partners, advisors, experts, and attorneys (including Plaintiff's Counsel).

(ee) “**Released Plaintiff's Claims**” means any and all Claims, including Unknown Claims, that Plaintiff or any other Class Member (i) asserted in the Action or (ii) ever had, now has, or may have had, directly, representatively, or derivatively, arising out of or relating in any manner to: (1) the Transaction; (2) the Merger Agreement, as originally executed or as amended; (3) the Transaction Support Agreement or any voting agreement; (4) any control or participation of any of the Released Defendant Parties with respect to the Transaction; (5) the Action, including, but not limited to, the institution, prosecution, settlement or dismissal of the Founder Group Class Action; or (6) any claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to or involved in any of the complaints filed in the Action, including, but not limited to, any complaint filed in the Founder Group Class Action. The Released Plaintiff's Claims shall not include claims to enforce this Stipulation or the claims currently asserted in the Supreme Court of the State of New York in the matter captioned *Akhil Mago, et al. v. Sculptor Capital Management, Inc., et al.*, No. 655427/2023.

(ff) “**Releases**” means the releases set forth in Paragraphs 5-8 of this Stipulation.

(gg) “**Settlement**” means the settlement between Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

(hh) “**Settlement Administrator**” means the settlement administrator selected by Plaintiff to provide notice of the Settlement to the Class and to administer the Settlement.

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

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

(kk) “**Settlement Payment**” means six million, five hundred thousand dollars in cash (\$6,500,000), which will consist of (i) a three hundred thousand dollar (\$300,000) advance payment to cover Notice Costs in accordance with Paragraph 3(a)(i)(a) below; and (ii) a six million, two hundred thousand dollar (\$6,200,000), payment in accordance with Paragraph 3(a)(i)(b) below.

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

(mm) “**Unknown Claims**” means any Released Plaintiff’s Claims that the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff’s Claims, and any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the 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. Plaintiff and Defendants acknowledge, and the other Class Members 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 Plaintiff’s Claims and the Released Defendants’ Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Plaintiff’s Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiff’s Claims and the Released Defendants’ Claims is separately bargained for and is a key element of the Settlement.

II. CLASS CERTIFICATION

2. Solely for purposes of the Settlement and for no other purpose, Defendants stipulate and agree to: (a) certification of the Action as a non-opt-out class action, pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1) and 23(b)(2), on behalf of the Class; (b) appointment of Plaintiff as Class Representative for the Class; and (c) appointment of Plaintiff's Counsel as Class Counsel for the Class. In the event that this Settlement is terminated in accordance with the terms and conditions of this Stipulation, Defendants reserve the right to oppose certification of any plaintiff class in future proceedings.

III. SETTLEMENT CONSIDERATION

3. In consideration for the full and final release, settlement, and discharge of all Released Plaintiff's Claims against the Released Defendant Parties, the Settling Parties have agreed to the following consideration:

(a) **Settlement Payment:**

i. The Settlement Fund shall be used to pay (A) all Administrative Costs; (B) all Notice Costs; (C) all Taxes; (D) any Fund Fee and Expense Award; (E) any other fees, costs, or expenses approved by the Court; and

(F) following the payment of (A) - (E) herein, the Net Settlement Fund to the Eligible Class Members as provided in Paragraph 3(b).

(a) Within ten (10) business days of the execution of this Stipulation, the Company shall deposit, or cause the insurers for Defendants or other third parties to deposit, the Notice Payment into the Account, provided that Plaintiff's Counsel has provided at least ten (10) business days prior to such date complete wire transfer information and instructions (including a W-9, telephone and email contact information, and a physical address for the designated recipient of the payment) to Rithm's counsel. The Notice Payment shall be used to cover Notice Costs. In the event that any amount of the Notice Payment remains after the payment of all Notice Costs, such unused amount shall be available for distribution to Eligible Class Members as part of the Net Settlement Fund, and in no event shall any amount of the Notice Payment be returned to the Company or any other person who paid any portion of the Notice Payment. The Notice Payment, and any other costs of notice that may be approved by order of the Court, shall be nonrefundable if, for any reason, the Settlement is terminated in accordance with the terms and conditions of this Stipulation.

(b) Within ten (10) business days following entry of the Judgment by the Court and notwithstanding the existence of any timely filed objections to the Settlement, or potential for appeal from the Judgment, the Company

shall deposit, or cause the insurers for Defendants or other third parties to deposit, the remaining \$6,200,000 of the Settlement Payment into the Account, provided that Plaintiff's Counsel has provided at least fifteen (15) business days prior complete wire transfer information and instructions (including a W-9, telephone and email contact information, and a physical address for the designated recipient of the payment) to Rithm's counsel.

ii. Apart from the payment of the Settlement Payment in accordance with this Paragraph 3(a) and any and all costs associated with providing stockholder information pursuant to Paragraph 3(b) below, and except for any Non-Fund Fee Award, the Released Defendant Parties shall have no further or other monetary obligation to Plaintiff, the other Class Members, or Plaintiff's Counsel under the Settlement.

iii. The Settlement Fund—less all Notice Costs and Administrative Costs paid, incurred, or due consistent with this Stipulation—shall be returned to the person(s) that paid their respective parts of the Settlement Payment within fifteen (15) business days of the termination of the Settlement in accordance with the terms and conditions of this Stipulation.

(b) **Distribution of the Settlement Fund:**

i. For purposes of providing notice of the Settlement to potential Class Members, within five (5) business days of the date of entry of the

Scheduling Order (or a substantially similar scheduling order) by the Court, the Company will provide or cause to be provided to Plaintiff's Counsel, at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, in electronic format, the stockholder register from the Company's transfer agent containing (to the extent available) the names, mailing addresses and email addresses for all record holders of Company common stock at the Closing (the "**Class Member Records**").

ii. For purposes of distributing the Net Settlement Fund to Eligible Class Members, within ten (10) business days after the Court's entry of the Judgment, the Company, at no cost to the Settlement Fund, Plaintiff's Counsel or the Settlement Administrator, will use reasonable best efforts to provide to Plaintiff's Counsel or the Settlement Administrator in an electronically searchable form, such as Excel, the following information to the extent that such information is in the Company's possession, custody or control, or available to the Company through other reasonable means (the "**Transaction Records**"):

(a) The Company agrees to provide from its transfer agent the names, mailing addresses, and, if available, email addresses of all record holders of the Company's Class A common stock who held shares of the Company's Class A common stock at the Closing and therefore received or were entitled to receive the Public Merger Consideration, other than the Excluded Persons (the

“**Transaction Record Holders**”), and the number of shares of the Company’s Class A common stock held by the Transaction Record Holders at the Closing and for which the Transaction Record Holders received or were entitled to receive the Transaction Consideration; and

(b) In addition, the Company agrees to authorize DTCC to provide the Settlement Administrator with an allocation or position report, dated as of the Closing, generated by the DTCC (or a report of such other similar entity) in anticipation of the Transaction to facilitate the allocation of the Public Merger Consideration to Eligible Class Members (the “**DTCC Allocation Report**”), which may include, for each DTCC Participant, the number of shares of the Company’s Class A common stock reflected on the DTCC Allocation Report or other similar entity to distribute the Public Merger Consideration.

iii. For purposes of distributing the Net Settlement Fund to Eligible Class Members, the Company agrees to use commercially reasonable efforts to provide the following information, which shall not be released publicly, as to each Excluded Person who beneficially owned the Company’s Class A common stock at the Closing and for which the Excluded Person received or was entitled to receive Public Merger Consideration (the “**Excluded Shares**”): (1) the name of the Excluded Person; (2) the number of shares of Excluded Shares beneficially owned by the Excluded Person; and (3) for each Excluded Person whose Excluded Shares

were held by a financial institution on behalf of the Excluded Person, the name and DTCC number of the financial institution where his, her, or its Excluded Shares were held, and the account number(s) where his, her, or its Excluded Shares were held;

iv. In addition to the information to be provided under Paragraphs 3(b)(i)-(iii) above, the Company, at the request of Plaintiff, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel or the Settlement Administrator, shall make commercially reasonable efforts to provide such additional information from the Company, the Company's transfer agent and/or DTCC as may be required to distribute the Net Settlement Fund to Eligible Class Members and to ensure that the Net Settlement Fund is paid only to Eligible Class Members and not to Excluded Persons.

v. 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, but not including accounts managed on behalf of others, so long as such others are not an otherwise Excluded Person), 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.

vi. The Net Settlement Fund shall be distributed to Eligible Class Members in accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation for the Settlement Fund will be developed solely by Plaintiff or Plaintiff's Counsel or their expert, subject to Court approval. 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. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement (or this Stipulation) based on the Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in the Action. The Released Defendant Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in the Action and shall not have any involvement with the application of the Court-approved plan of allocation.

vii. The Net Settlement Fund shall be distributed to Eligible Class Members only after the Effective Date of the Settlement and after: (A) all Notice Costs, Administrative Costs, and Taxes, and any Fund Fee and Expense Award have been paid from the Settlement Fund or reserved; and (B) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the

“**Class Distribution Order**”). Plaintiff’s Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

viii. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Defendants, the other Released Defendant Parties, and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation of any payment from the Net Settlement Fund, any nonperformance of the Settlement Administrator or a nominee holding shares on behalf of an Eligible Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

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

(c) **Costs of Distribution**: Plaintiff’s Counsel shall pay out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with escheat).

(d) **Investment and Disbursement of the Settlement Fund**:

i. The Settlement Fund deposited in accordance with Paragraph 3(a) above shall be invested 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 if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

ii. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

iii. The Settlement Fund and the Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as the Settlement Fund shall be distributed in accordance with the Stipulation and/or further order(s) of the Court.

IV. SCOPE OF THE SETTLEMENT

4. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, Defendants shall be dismissed with prejudice from the Action without the award of any damages, fees, costs, or expenses, or the grant of further relief, except for the payments provided in this Stipulation.

5. Upon the Effective Date, Plaintiff, and all Class Members, on behalf of themselves and their successors, transferees, and assigns, shall thereupon be deemed to have fully, finally, and forever released, settled, and discharged the Released

Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties.

6. Upon the Effective Date, each of Defendants, on behalf of themselves and their successors, transferees, and assigns, shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

7. The contemplated releases given by the Settling Parties in this Stipulation extend to **Released Claims** that the Settling Parties did not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into this Stipulation.

8. Regarding the Released Claims, the Settling Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person's release of Unknown Claims to the fullest extent permitted by law, and to

have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.

V. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

9. As soon as practicable after execution of this Stipulation, Plaintiff shall (i) apply to the Court for entry of an Order in the form attached hereto as **Exhibit A** (the “**Scheduling Order**”), providing for, among other things: (a) the dissemination by mail of the Long-Form Notice, (b) the publication of the **Publication Notice**;² and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered, (3) Plaintiff’s Counsel’s application for an award of fees, costs, and expenses, and (4) any objections to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

10. Plaintiff shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

² Collectively, the Long-Form Notice and Publication Notice shall be referred to as the “**Notice**.”

11. The Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as **Exhibit D**.

12. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Notice Payment, without further approval from Defendants or their insurers or further order of the Court, all Notice Costs actually incurred and paid or payable. Notice shall be provided in accordance with the Scheduling Order. Plaintiff shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. The Company shall cooperate with Plaintiff in providing Notice, including, but not limited to, the Company providing the Class Member Records and the Transaction Records in accordance with Paragraph 3(b) above. For the avoidance of doubt, in the event that the Settlement is terminated pursuant to the terms and conditions of this Stipulation, all Notice and Administrative Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, their insurance carriers, any of the Released Defendant Parties or any other person or entity who or which paid any portion of the Settlement Fund.

VI. CONDITIONS OF SETTLEMENT

13. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events, which the Settling Parties shall use their best efforts to achieve:

(a) the Court has entered the Scheduling Order in all material respects in the form attached hereto as **Exhibit A**;

(b) the Court has entered the Judgment in all material respect in the form attached hereto as **Exhibit D**;

(c) the Judgment has become Final; and

(d) the full amount of the Settlement Payment has been paid into the Account in accordance with Paragraph 3(a) above.

14. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

VII. ATTORNEYS' FEES AND EXPENSES

15. Plaintiff's Counsel may apply for an award of fees, costs, and expenses to be paid solely from the Settlement Fund and limited to the creation of the \$6,500,000 fund itself (the "**Fund Fee Application**"). The Fund Fee Application shall include all costs and expenses for which Plaintiff's Counsel seeks

reimbursement related to the Action. The Settling Parties reserve all other rights on the Fund Fee Application.

16. Plaintiff's Counsel may also apply for an award of attorneys' fees (but not other fees, or any costs or expenses) related to the benefits conferred by the filing of the Supplemental Disclosures and/or the Transaction Price Increases (the "**Non-Fund Fee Application**," and with the Fund Fee Application, the "**Fee Applications**"). Any award ordered and/or paid in response to the Non-Fund Fee Application (previously defined as the "Non-Fund Fee Award") shall be paid by the Company, the Company's successor, Defendants' insurers, or other third parties, and shall not be paid from the Settlement Fund. Defendants agree that Plaintiff should receive credit for the filing of the Supplemental Disclosures and should receive partial credit for the Transaction Price Increases. Otherwise, Defendants reserve all rights and arguments regarding the Non-Fund Fee Application, including the amount of credit that should be attributed to Plaintiff for the Transaction Price Increases, as well as all other arguments related to the amount of the Non-Fund Fee Award.

17. The Fee Applications are not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation. Plaintiff's Counsel also may petition the Court for an Incentive Award to Plaintiff of no more than five thousand dollars (\$5,000) to be paid solely from any fee awarded to Plaintiff's Counsel. The Released Defendant Parties shall have no responsibility for or liability

whatsoever with respect to the allocation or award of any Fund Fee and Expense Award or Non-Fund Fee Award (collectively, the “**Fee Awards**”) to Plaintiff’s Counsel or Incentive Award to Plaintiff. The Fund Fee and Expense Award shall be payable solely from the Settlement Fund.

18. An amount equal to the Fund Fee and Expense Award shall be payable to Plaintiff’s Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. The Non-Fund Fee Award shall be paid by the Company, the Company’s successor, Defendants’ insurers, or other third parties, within fifteen (15) business days of the award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms and conditions or the Effective Date otherwise fails to occur for any reason, or (ii) either or both Fee Awards are disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiff’s Counsel shall, within fifteen (15) business days after Plaintiff’s Counsel receives notice of any such event in (i) or (ii) above, return to the Account (for the Fund Fee and Expense Award) or return to the Company (for the Non-Fund Fee Award) the difference between the fees, costs, and expenses awarded by the Court in the Fee Awards, on the one hand, and

any fees, costs, and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise, on the other hand (up to the entirety of the Fee Awards).

19. The disposition of the Fee Applications is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted. The Fee Application may be considered separately from the other terms and conditions of this Stipulation. Any disapproval or modification of either or both of the Fee Applications by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Settling Parties with the right to terminate the Settlement, or affect or delay the binding effect or finality of the Judgment and the release of the Released Plaintiff's Claims. Final resolution of the Fee Applications shall not be a condition to the dismissal, with prejudice, of the Action as to Defendants or the effectiveness of the releases of the Released Plaintiff's Claims. For the avoidance of doubt, any award of fees, costs, or expenses ordered in response to one or both of the Fee Applications shall be the only payments of fees, costs, or expenses (including any attorneys' fees) to any Class Member or their counsel regarding litigation brought, or demands made, regarding any of Released Plaintiff's Claims.

VIII. STAY PENDING FINALITY OF THE SETTLEMENT

20. The Settling Parties agree not to initiate any proceedings against Released Defendant Parties other than those incident to the Settlement itself pending the occurrence of the Effective Date; provided, however, that the Released Defendant Parties may, within three (3) business days of the execution of this Stipulation, write the Court to request that the Founder Group Dismissal Order be promptly entered, and the Released Plaintiff Parties and Plaintiff's Counsel will take no position on the proposed entry of such order. The Settling Parties also agree to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in any other proceedings which challenge the Settlement or the Transaction or otherwise assert or involve the commencement or prosecution of any Released Plaintiff's Claim, either directly, derivatively, representatively, individually, or in any other capacity, against any Released Defendant Party.

21. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiff and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiff's Claim, either directly,

derivatively, representatively, individually, or in any other capacity, against any Released Defendant Party.

IX. TAXES

22. The Settling Parties agree that the Settlement Fund together with all interest earned on the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article IX, including, if necessary, the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement 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. The Company shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiff’s Counsel within the time period required thereunder.

23. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg.

§ 1.468B-2(k)). Such returns (as well as the election described in Paragraph 22 above) shall be consistent with this Article IX 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 Paragraph 24 below.

24. All taxes shall be paid out of the Settlement Fund, and shall be timely paid by Plaintiff's Counsel without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Article IX and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund, as provided herein. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. Defendants and the Released Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

25. Defendants and Defendants' Counsel agree to cooperate with Plaintiff's Counsel, as administrators of the Settlement Fund, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article IX.

X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION; EFFECT OF PARTIAL APPROVAL OF SETTLEMENT

26. Subject to Paragraph 29 below, if either (i) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry, or (ii) the Court enters the Judgment but on or following appellate review, the Judgment is modified or reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated unless each of the Settling Parties to this Stipulation, within ten (10) business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and the Settlement, including with only such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiff shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement Payment is not timely paid in accordance with Paragraph 3(a) above. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs and expenses awarded by the Court to Plaintiff's Counsel shall be deemed a material modification of the Judgment or this Stipulation.

27. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms and conditions or the Effective Date of the Settlement otherwise fails to occur, (i) the Settling Parties shall be deemed to have reverted to their respective

positions in the Action immediately before November 14, 2023 (with an acknowledgement that the Transaction has now closed), and shall negotiate a new schedule in good faith, and shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii) all of their respective applicable claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; and (iii) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action except to the extent necessary to justify additional expenditures for any potential future fee application in the event of the failure of the Settlement, and neither the existence of this Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action.

XI. MISCELLANEOUS PROVISIONS

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

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

less any Notice Costs and Administrative Costs actually incurred, paid or payable) shall be returned as provided in Paragraph 3(a)(iii).

30. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Plaintiff and any other Class Members against Defendants and any Released Defendant Party with respect to the Released Plaintiff's Claims. Accordingly, Plaintiff and Plaintiff's Counsel, and Defendants and Defendants' Counsel, agree not to assert in any forum that the Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties agree that the amounts paid and the other terms and conditions of the Settlement were negotiated at arm's-length and in good faith by the Settling Parties, and reflect that the Settlement was reached voluntarily after extensive negotiations and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

31. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and Defendants' Counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiff and Plaintiff's

Counsel, and Defendants and Defendants' Counsel, shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

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

34. If any deadline set forth in this Stipulation or the exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

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

36. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain exclusive jurisdiction for the purpose of entering orders providing for awards of fees, costs, and expenses to Plaintiff's Counsel and enforcing the terms and conditions of

this Stipulation, including the distribution of the Net Settlement Fund to Eligible Class Members.

37. The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

38. This Stipulation and its exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and this Stipulation and its exhibits. Each Settling Party acknowledges that no other agreements, representations, warranties, or inducements have been made, and he, she, or it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof), by any Settling Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

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

40. This Stipulation shall be binding upon and inure to the benefit of the successors, transferees, and assigns of the Settling Parties, including Released Plaintiff Parties and Released Defendant Parties, and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate or reorganize. The Settling Parties acknowledge and agree, for the avoidance of doubt,

that the Released Defendant Parties and the Released Plaintiff Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

41. The construction, interpretation, operation, effect and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

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

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

44. All counsel and all other persons executing this Stipulation and any of the exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take

appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms and conditions.

45. Counsel to the Settling Parties agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

46. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff is a Class Member and that none of Plaintiff's claims or causes of action referred to in this Stipulation have been assigned, encumbered or otherwise transferred in any manner in whole or in part.

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

If to Plaintiff or Plaintiff's Counsel:	LABATON KELLER SUCHAROW LLP Attn: Ned Weinberger 222 Delaware Avenue, Suite 1510 Wilmington, DE 19801 nweinberger@labaton.com
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If to the Founder Group: DECHERT LLP
Attn: Andrew J. Levander
Steven A. Engel
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Andrew.levander@dechert.com
Steven.engel@dechert.com

If to Marcy Engel or
Charmel Maynard: LATHAM & WATKINS LLP
Attn: Blair Connelly
1271 Avenue of the Americas
New York, NY 10020
Blair.connelly@lw.com

If to Bharath Srikrishnan,
David Bonnano, James
Levin, Wayne Cohen or
Sculptor: QUINN EMANUEL URQUHART
& SULLIVAN, LLP
Attn: Jon Pickhardt
51 Madison Avenue, 22nd Floor
New York, NY 10010
jonpickhardt@quinnemanuel.com

If to Rithm: SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Attn: Edward B. Micheletti
One Rodney Square
920 N. King Street
Wilmington, DE 19801
edward.micheletti@skadden.com

48. Except as otherwise provided herein, the Settling Parties shall bear their own fees, costs, and expenses.

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

50. Subject to applicable law, all agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive the Settlement.

51. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

[Signatures on Next Page]

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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SCULPTOR CAPITAL
MANAGEMENT, INC. STOCKHOLDER
LITIGATION

CONSOLIDATED
C.A. No. 2023-0921-SG

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION AND PROPOSED
SETTLEMENT, SETTLEMENT HEARING, AND RIGHT TO APPEAR**

***The Delaware Court of Chancery authorized this Notice.
This is not a solicitation from a lawyer.***

NOTICE OF PENDENCY OF CLASS ACTION: Please be advised that your rights will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) if you were a common stockholder of Sculptor Capital Management, Inc. (“Sculptor” or “Company”), whose shares were acquired by Rithm Capital Corp. (“Rithm”) at the closing of the Merger (defined in paragraph 4 below).

NOTICE OF SETTLEMENT: Please also be advised that plaintiff Gilles Beauchemin (“Plaintiff”), on behalf of himself and the Class (defined in paragraph 16 below) and defendants Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O’Connor, Zoltan Varga, Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin, Wayne Cohen, Rithm Capital Corp., Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP, Calder Sub III, LP, Sculptor Capital Management, Inc., Sculptor Capital LP, Sculptor Capital Advisors LP, Sculptor Capital Advisors II LP, (the “Defendants”) have reached a proposed settlement for \$6,500,000 in cash (the “Settlement”). The proposed Settlement, if approved, will resolve all claims in the Action, and the Action will be dismissed with prejudice.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how Class Members will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.¹

¹ Any capitalized terms used in this Notice that are not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise and Settlement between Plaintiff and the Defendants, dated January 22, 2024 (the “Stipulation”). Plaintiff and the Defendants are collectively referred to as the “Parties.” A copy of the Stipulation is available at [https://\[●\]](https://[●]).

CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:

RECEIVE A PAYMENT FROM THE SETTLEMENT. CLASS MEMBERS <u>DO NOT</u> NEED TO SUBMIT A CLAIM FORM.	If you are a member of the Class (defined in paragraph 16 below), you may be eligible to receive a <i>pro rata</i> distribution from the Settlement proceeds. Eligible Class Members do not need to submit a claim form in order to receive a distribution from the Settlement, if approved by the Court. Your distribution from the Settlement will be paid to you directly. <i>See</i> paragraphs 22-29 below for further discussion.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2024.	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff's Counsel's request for an award of attorneys' fees and expenses, you may write to the Court and explain the reasons for your objection. <i>See</i> paragraphs 38-42 below for further discussion.
ATTEND A HEARING ON _____, 2024 AT ____:__.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <i>RECEIVED</i> NO LATER THAN _____, 2024.	Filing a written objection and notice of intention to appear that is received by _____, 2024, allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the _____, 2024 hearing may be conducted by telephone or video conference (<i>see</i> paragraphs 35-37 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement with the Defendants. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and the application by Plaintiff’s Counsel for a Fee and Expense Award in connection with the Settlement (the “Settlement Hearing”). See paragraphs 35-37 below for details about the Settlement Hearing, including the location, date, and time of the hearing.

2. The Court directed that this Notice be mailed to you because you may be a member of the Class. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights. Please Note: the Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

3. The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to Eligible Class Members (defined in paragraph 26 below) will be made after any appeals are resolved.

PLEASE NOTE: Receipt of this Notice does not mean that you are a Class Member or an Eligible Class Member or that you will be entitled to receive a payment from the Settlement.

WHAT IS THIS CASE ABOUT?

THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])
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MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.

4. On July 23, 2023, Marcy Engel and Charmel Maynard, each in their capacity as members of the special committee of the board of Sculptor (the “Special Committee”), recommended that the Sculptor Board of Directors (the “Board”) formally approve a sale of Sculptor’s outstanding stock to Rithm for, among other things, \$11.15 per Class A common share (the “Merger”). Following approval from the Board, Sculptor and Rithm entered into an Agreement and Plan of Merger (the “Merger Agreement”).

5. On September 11, 2023, Plaintiff brought this Action and filed a motion to expedite and a motion for preliminary injunction. Plaintiff alleged in his initial complaint (the “Original Complaint”), among other things, that the Board and Special Committee breached their fiduciary duties by, among other things, refusing to waive certain restrictions in the standstill agreement, which prevented a another bidder, Saba Capital Management L.P. (“Saba”) and a consortium of high-profile investors (referred to in the Company’s proxy statement as “Bidder J” or the “Consortium,” and here as the “Consortium”) from responding publicly to the Company’s characterization of its proposal, and by disseminating a materially false and misleading proxy statement seeking stockholder approval for the Merger. The Original Complaint alleged that the proxy mischaracterized the history of negotiations with the Consortium and the content of the Consortium’s proposals and provided pretextual reasons for the Special Committee’s stated concerns regarding the Consortium’s proposals. The Original Complaint sought, among other things, to enjoin the Board and Special Committee from enforcing the terms of the standstill against the Consortium, and to enjoin the Board and Special Committee from consummating the Merger until the Consortium was able to present a bid without restriction from the standstill against it and until the Company issued a proxy statement that corrected the alleged material omissions and misstatements.

6. On October 12, 2023, the parties to the Merger Agreement executed an amendment to the Merger Agreement whereby, among other things, Rithm agreed to acquire all outstanding shares of the Company’s Class A common stock for \$12.00 a share (the “First Transaction Price Increase”). Also on October 12, 2023, the Company filed a definitive proxy statement (the “Proxy Statement”), scheduling a special meeting of Company stockholders to take place on November 16, 2023, at which the Company stockholders would be asked, among other things, to adopt the Merger Agreement, as amended, and approve the transactions contemplated thereby. On October 15 and 16, 2023, Plaintiff filed an amended complaint and renewed his motion to expedite (the “Motion”). The Court granted the Motion on October 17, 2023.

7. On October 17, 2023, stockholders and former Sculptor executive managing directors Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O'Connor, and Zoltan Varga (collectively, the "Founder Group") filed a putative class action complaint in the Court on behalf of themselves and all other similarly situated stockholders of the Company against Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin, Wayne Cohen, Sculptor Capital Management, Inc., Sculptor Capital LP, Sculptor Capital Advisors LP, Sculptor Capital Advisors II LP, Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP, Calder Sub III, LP, and Rithm Capital Corp. (the "Founder Group Class Action"). The Founder Group Class Action alleged, among other things, that the Board and Special Committee violated their fiduciary duties by refusing to take steps to receive and accept the Consortium's higher bid, and by taking certain measures to favor a transaction with Rithm at the expense of the public stockholders, and that Rithm aided and abetted such breaches of fiduciary duty. The Founder Group Class Action sought, among other things, to enjoin the Merger until the Consortium was permitted to present a bid for the Company without any restrictions from its standstill and a court order (i) reducing the termination fee in connection with the Merger, (ii) prohibiting Rithm from voting newly acquired shares in a stockholder vote on the Merger, and (iii) declaring that the majority of unaffiliated vote condition be reinserted into the Merger Agreement should the transaction proceed.

8. On October 23, 2023, the Court consolidated this Action and the Founder Group Class Action. The Parties engaged in extensive expedited discovery, which consisted of document requests and interrogatories, issuing subpoenas, production and review of documents, and fact depositions.

9. On October 27, 2023, the Company and Rithm announced that the parties to the Merger Agreement had executed a second amendment to the Merger Agreement whereby, among other things, Rithm agreed to acquire all outstanding shares of the Company's Class A common stock for \$12.70 per share (the "Second Transaction Price Increase" and, together with the First Transaction Price Increase, the "Transaction Price Increases"). In connection therewith, the Founder Group executed a Transaction Support Agreement whereby the Founder Group agreed to, among other things, vote its Company shares in favor of the Merger, as amended by the Second Transaction Price Increase, and dismiss its claims in the Action without prejudice to the Class.

10. On October 27, 2023, Rithm submitted a letter to update the Court on the agreement with the Founder Group and the Company and the revised Merger Agreement, and provided a stipulation and proposed order for the Court to sign dismissing the claims brought in the Founder Group Class Action with prejudice solely as to the Founder Group, but without prejudice as to the Class or the claims asserted by Plaintiff. The proposed order, which the Court had not entered at the time the Settlement was reached, contemplates that the putative class action would continue with respect to the claims asserted by Plaintiff.

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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11. On October 29, 2023, Plaintiff filed the Amended Class Action Complaint for Injunctive Relief against Defendants (the “Operative Complaint”). Like the Original Complaint, the Operative Complaint alleged, among other things, breaches of fiduciary duty against the Company directors and other defendants and sought a preliminary injunction with respect to the stockholder vote, and alleged that Rithm aided and abetted such breaches. The Operative Complaint, among other things, added a claim that the Founder Group had breached their fiduciary duties by, among other things, competing for transaction consideration with the Class and negotiating unique and valuable consideration not shared with other Class Members.

12. On November 6, 2023, and November 9, 2023, the Company filed supplemental disclosures addressing certain disclosure claims raised by Plaintiff (the “Supplemental Disclosures”).

13. Between November 7, 2023, and November 13, 2023, the Parties fully briefed Plaintiff’s motion for a preliminary injunction. The Defendants denied the allegations in the Operative Complaint, arguing that the Special Committee’s process and negotiations in connection with the Merger were reasonable, including, among other things, that it had reasonably controlled the flow of information via the standstill agreements and had achieved a premium transaction price from Rithm. Defendants further argued, among other things, that the proxy statement was not materially misleading and that stockholders were fully informed and could vote to reject the Merger. Defendant Rithm denied the allegation that it had aided and abetted the Board’s breaches of fiduciary duty, arguing, among other things, that it had conducted arm’s-length negotiations with all parties and that none of the alleged breaches of fiduciary duty were inherently wrongful. The Founder Group denied that its members had breached their fiduciary duties to the Class and argued, among other things, that they did not exploit their class representative status for their own personal benefit and did not abandon the litigation to the detriment of the Class. Defendants opposed the preliminary injunction on grounds that Plaintiff could not establish reasonable probability of success on the merits, that stockholders would not be irreparably harmed absent an injunction, and that the balance of the equities favored denying the preliminary injunction in light of the uncertainty regarding the then-pending non-binding proposal from the Consortium.

14. The hearing on Plaintiff’s motion for a preliminary injunction was scheduled for 9:00 AM on November 14, 2023, in Dover, Delaware. Before the hearing began, the parties notified the Court clerk of ongoing settlement negotiations. The parties reached an agreement on November 14, 2023, to settle the Action, and executed a binding term sheet (the “Term Sheet”), whereby the Parties agreed to settle and release the claims asserted in the Action in return for a cash payment on behalf of Defendants of \$6,500,000 for the benefit of the Class (the “Settlement Amount”), subject to certain terms and conditions. Thereafter, Plaintiff withdrew the motion for a preliminary injunction.

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or visit [https://\[●\]](https://[●])

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15. On _____, 2024, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the Settlement Hearing to, among other things, consider whether to grant final approval of the Settlement.

HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?

16. If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court for purposes of the Settlement consists of:

All record holders and beneficial owners of Sculptor common stock whose shares Rithm acquired at the closing of the Merger.

Excluded from the Class are: Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O'Connor, Zoltan Varga, Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin, Wayne Cohen, Rithm Capital Corp., Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP, Calder Sub III, LP, Sculptor Capital Management, Inc., Sculptor Capital LP, Sculptor Capital Advisors LP, Sculptor Capital Advisors II LP and their immediate family members, affiliates, officers, and directors (each such person or entity listed in Stipulation Paragraph I.1(d), along with any other person or entity so listed in that paragraph, an "Excluded Person").

PLEASE NOTE: The Class is a non-"opt-out" class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

17. In consideration of the settlement of the Released Plaintiff's Claims (defined in paragraph 30 below) against the Defendants and the other Released Defendant Parties (defined in paragraph 30 below), the Defendants will cause \$6,500,000 in cash (the "Settlement Amount") to be deposited into an interest-bearing escrow account for the benefit of the Class and will release the Released Defendants' Claims against the Class and other Released Plaintiff Parties. See paragraphs 22-30 below for details about the distribution of the Settlement proceeds to Eligible Class Members and the release of claims.

WHAT ARE THE PARTIES' REASONS FOR THE SETTLEMENT?

18. Plaintiff and Plaintiff's Counsel thoroughly considered the facts and law underlying the claims asserted in the Action. Although Plaintiff and Plaintiff's Counsel believe that the claims asserted have merit, the Court could have adopted the Defendants' view of the applicable legal standards or of the underlying evidence, and could have declined to issue a preliminary injunction, made a statement that materially altered the likelihood that a post-closing action

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would prove successful and, if such action were filed, enter judgment for the Defendants, dismissing the claims against the Defendants. Plaintiff and Plaintiff's Counsel also considered: (i) the uncertainty that the Consortium's proposal to acquire all outstanding shares of the Company's common stock remained open and, accordingly, the likelihood that the Court would decline to enjoin the stockholder vote on the Merger; (ii) Plaintiff and Plaintiff's Counsel's view that the Action had already achieved significant, material benefits for the Class including the Transaction Price Increases and the Supplemental Disclosures; (iii) the likelihood of a deferential standard of review in any post-closing action, and the difficulty of proving damages given the speculative nature of damages and the degree of uncertainty surrounding the Consortium's outstanding proposal; and (iv) the expense and length of continued proceedings necessary to pursue Plaintiff's claims against the Defendants; and (v) Plaintiff and Plaintiff's Counsel's view 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 Action on the terms set forth therein.

19. In light of the monetary recovery, Transaction Price Increases, and Supplemental Disclosures achieved, and based upon their investigation and prosecution of the case and the information available to them through discovery and the settlement negotiations, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Stipulation are fair, reasonable, and adequate to Plaintiff and the Class, and in their best interests. The Settlement provides an immediate benefit of, among other things, a \$6,500,000 cash payment, without the risk that continued litigation could result in obtaining no recovery or a smaller recovery from the Defendants after continued extensive and expensive litigation.

20. The Defendants deny any and all allegations of wrongdoing, liability, violations of law or damages arising out of or related to any of the conduct, statements, acts, or omissions alleged against Defendants in the Action, and maintain that their conduct was at all times proper, in the best interests of Sculptor and its stockholders, and in compliance with applicable law. The Defendants further deny any breach of fiduciary duties and aiding and abetting any breach of fiduciary duties. The Defendants affirmatively assert that the Merger was the best available transaction for Sculptor and its stockholders, was entirely fair to Sculptor and its stockholders, and has provided Sculptor and its stockholders with substantial benefits. The Defendants also deny that Sculptor or its stockholders were harmed by any conduct of the Defendants alleged in the Action or that could have been alleged therein. Each of the Defendants asserts that, at all relevant times, he, she, they, or it acted in good faith and in a manner reasonably believed to be in the best interests of Sculptor and all of its stockholders.

21. Nevertheless, the Defendants wish to eliminate the uncertainty, risk, burden, and expense of further litigation. The Defendants have therefore determined to settle the claims asserted against them in the Action on the terms and conditions set forth in this Stipulation solely to put the Released Plaintiff's Claims (as defined below) to rest, finally and forever, without in

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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any way acknowledging any wrongdoing, fault, liability, or damages. Each of the Defendants asserts that, at all relevant times, he, she, they, or it acted in good faith and in a manner he, she, they, or it reasonably believed to be in the best interests of Sculptor and all of its stockholders. Nothing in the Settlement and the Stipulation shall be construed as, or deemed to be, evidence of or an admission or concession on the part of any of the Defendants with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that any of the Defendants have or could have asserted.

**HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT BE?
HOW WILL I RECEIVE MY PAYMENT?**

22. Please Note: If you are eligible to receive a payment from the Net Settlement Fund (defined below), you do not have to submit a claim form in order to receive your payment.

23. As stated above, the \$6,500,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the Net Settlement Fund—that is, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any Fee and Expense Award awarded by the Court; and (iv) any other costs or fees approved by the Court—will be distributed in accordance with the proposed Plan of Allocation or such other plan of allocation as the Court may approve.

24. The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and a plan of allocation, and the time for any petition for rehearing, appeal, or review, whether by certiorari or otherwise, has expired. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

25. The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [https://\[●\]](https://[●]).

PROPOSED PLAN OF ALLOCATION

26. The Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members.” “Eligible Class Members” will consist of all Class Members who held or beneficially owned shares of Sculptor common stock at the closing of the Merger on November 17, 2023 (the “Closing”), and received, or were entitled to receive, the Public Merger Consideration for their “Eligible Shares.” “Eligible Shares” will be the number of shares of Sculptor common stock held

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or beneficially owned by Eligible Class Members at the Closing and for which Eligible Class Members received, or were entitled to receive, the Public Merger Consideration.²

27. Each Eligible Class Member will be eligible to receive a *pro rata* payment from the Net Settlement Fund equal to the product of (i) the number of Eligible Shares held by the Eligible Class Member and (ii) the “Per-Share Recovery” for the Settlement, which will be determined by dividing the total amount of the Net Settlement Fund by the total number of Eligible Shares.

28. Payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Public Merger Consideration. Accordingly, if your shares of Sculptor Class A common stock were held in “street name” and the Public Merger Consideration was deposited into your brokerage account, your broker will be responsible for depositing your Settlement payment into that same brokerage account.

29. Subject to Court approval in the Class Distribution Order, Plaintiff’s Counsel will direct the Settlement Administrator to conduct the distribution of the Net Settlement Fund to Eligible Class Members as follows:

1. With respect to shares of Sculptor Class A common stock held of record at the Closing by the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company (collectively, “DTCC”), through its nominee Cede & Co., Inc. (“Cede”), the Settlement Administrator will cause that portion of the Net Settlement Fund to be allocated to Eligible Class Members who held their shares through DTCC Participants. The Settlement Administrator will make payment to the DTCC Participants directly. The DTCC Participants and their respective customers, including any intermediaries, shall then ensure *pro rata* payment to each Eligible Class Member based on the number of Eligible Shares beneficially owned by such Eligible Class Members.
2. With respect to shares of Sculptor Class A common stock held of record at the Closing other than by Cede, as nominee for DTCC (a “Closing Non-Cede Record Position”), the payment with respect to each such Closing Non-Cede Record Position shall be made by the Settlement Administrator from the Net Settlement Fund directly to the record owner of each Closing Non-Cede Record Position in an

² “Eligible Class Members” do not include any of the “Excluded Persons” (as defined in the Stipulation), and “Eligible Shares” do not include any shares of any other form of Sculptor common stock.

amount equal to the Per-Share Recovery times the number of Eligible Shares comprising such Closing Non-Cede Record Position.

3. A person who purchased shares of Sculptor Class A common stock on or before November 17, 2023 but had not settled those shares at the Closing (“Non-Settled Shares”) shall be treated as an Eligible Class Member (and their shares treated as Eligible Shares) with respect to those Non-Settled Shares, and a person who sold those Non-Settled Shares on or before November 17, 2023 shall not be treated as an Eligible Class Member with respect to those Non-Settled Shares.
4. In the event that any payment from the Net Settlement Fund is undeliverable or in the event a check is not cashed by the stale date (*i.e.*, more than six months from the check’s issue date), the DTCC Participants or the holder of a Closing Non-Cede Record Position shall follow their respective policies with respect to further attempted distribution or escheatment.

WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED?
WHAT CLAIMS WILL THE SETTLEMENT RELEASE?

30. If the Settlement is approved, the Court will enter a judgment (the “Judgment”). Pursuant to the Judgment, the claims asserted against the Defendants in the Action will be dismissed with prejudice and the following releases will occur:

(i) **Release of Claims by Plaintiff and the Class:** Upon the Effective Date, Plaintiff and all Class Members, on behalf of themselves and their successors, transferees, and assigns, shall thereupon be deemed to have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff’s Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff’s Claims against any of the Released Defendant Parties.

“Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors, employees, agents, affiliates, partners, advisors, experts, and attorneys (including Plaintiff’s Counsel).

“Released Plaintiff’s Claims” means any and all Claims, including Unknown Claims, that Plaintiff or any other Class Member (i) asserted in the Action or (ii) ever had, now has, or may have had, directly, representatively, or derivatively, arising out of or relating in any manner to: (1) the Transaction; (2) the Merger Agreement, as originally executed or as amended; (3) the Transaction Support Agreement or any voting agreement; (4) any control or participation of any of the Released Defendant Parties with respect to the Transaction; (5) the Action, including, but

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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not limited to, the institution, prosecution, settlement or dismissal of the Founder Group Class Action; or (6) any claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions or failures to act alleged, set forth, referred to or involved in any of the complaints filed in the Action, including, but not limited to, any complaint filed in the Founder Group Class Action. The Released Plaintiff's Claims shall not include claims to enforce this Stipulation or the claims currently asserted in the Supreme Court of the State of New York in the matter captioned *Akhil Mago, et al. v. Sculptor Capital Management, Inc., et al.*, No. 655427/2023.

“Released Defendant Parties” means (i) Defendants; (ii) the Immediate Family of any Defendant; (iii) any of Defendants’ (individually or collectively) past or present, direct or indirect, affiliates, members, parents, controlling persons, partners, partnerships, investment managers, advisors and funds, subsidiaries, predecessors, and successors (collectively, “Affiliates”); (iv) all past or present officers, directors, employees, associates, agents, advisors, members, partners, experts, financial or investment advisors, and attorneys (including Defendants’ Counsel) of Defendants and his, her, or its respective Affiliates; (v) all artificial persons, firms, trusts, foundations, corporations, or other entities in which any of the Defendants, or his, her, or its respective Affiliates, have a financial interest; (vi) any Excluded Person not referenced in the foregoing subclauses in this section; and (vii) the legal representatives, heirs, executors, administrators, predecessors, successors, and assigns of any of the foregoing.

(ii) **Release of Claims by Defendants:** Upon the Effective Date, each of Defendants, on behalf of themselves and their successors, transferees, and assigns, shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants’ Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendants’ Claims against any of the Released Plaintiff Parties.

“Released Defendants’ Claims” means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties, that relate to the institution, prosecution, settlement or dismissal of the Action; provided, however, that the Released Defendants’ Claims shall not include Claims to enforce this Stipulation.

“Released Plaintiff Parties” means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors, employees, agents, affiliates, partners, advisors, experts, and attorneys (including Plaintiff’s Counsel).

“Unknown Claims” means any Released Plaintiff’s Claims that the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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Released Plaintiff's Claims, and any Released Defendants' Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the 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 Plaintiff's Claims and Released Defendants' Claims, the Parties stipulate and agree that Plaintiff and the Defendants shall expressly waive, and each of the other Class Members by operation of law shall be deemed to have waived, 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 RELEASING PARTY.

Plaintiff and Defendants acknowledge, and the other Class Members 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 Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiff's Claims and the Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

31. By Order of the Court, all proceedings against the Defendants in the Action, except for those related to the Settlement, have been stayed, and Plaintiff and all other Class Members are barred and enjoined from commencing, instituting, or prosecuting any other proceedings against the Defendants asserting any Released Plaintiff's Claims pending final determination of whether the Settlement should be approved.

32. If the Settlement is approved and the Effective Date occurs, no Sculptor stockholder or Class Member will be able to bring another action asserting the Released Plaintiff's Claims against any of the Released Defendants' Parties on behalf of Sculptor or individually.

HOW WILL PLAINTIFF'S COUNSEL BE PAID?

33. Plaintiff's Counsel have not received any payment for their services in pursuing claims in the Action on behalf of the Class, nor have Plaintiff's Counsel been paid for their litigation expenses incurred in connection with the Action. Before final approval of the Settlement, Plaintiff's Counsel intend to apply to the Court for an award of attorneys' fees and litigation expenses to Plaintiff's Counsel in connection with achieving the creation of the Settlement Fund (the "Fund Fee Application") in an amount not to exceed 25% of the Settlement Fund plus expenses. The Fund Fee Application shall include all costs and expenses for which Plaintiff's Counsel seeks reimbursement related to the Action. Plaintiff's Counsel may also apply for an award of attorneys' fees (but not other fees, or any costs or expenses) related to the benefits conferred by the filing of the Supplemental Disclosures and/or the Transaction Price Increases (the "Non-Fund Fee Application," and with the Fund Fee Application, the "Fee Applications") not to exceed \$6,000,000. Any award ordered and/or paid in response to the Non-Fund Fee Application shall be paid by the Company, the Company's successor, Defendants' insurers, or other third parties, and shall not be paid from the Settlement Fund. The Court will determine the amount of award of any Fund Fee and Expense Award or Non-Fund Fee Award (collectively, the "Fee Awards"). The Fund Fee and Expense Award shall be payable solely from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

34. In addition, Plaintiff intends to apply for an incentive fee award in an amount not to exceed \$5,000 (the "Incentive Award"). The Incentive Award will be paid solely from any Fee and Expense Award ordered by the Court.

WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO COME TO THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?

35. **Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.**

36. **Please Note:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by Zoom, or otherwise allow Class Members to appear at the hearing remotely by video or phone, without further written notice to Class Members. **In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by video or phone, it is**

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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important that you monitor the Court’s docket and the Settlement website, [INSERT], before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, www.[INSERT].com. Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by video or telephone conference, the information needed to access the conference will be posted to the Settlement website, www.[INSERT].com.

37. The Settlement Hearing will be held on _____, 2024 at __:__.m., before The Honorable Sam Glasscock III, Vice Chancellor, in person at the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947, to, among other things: (i) determine whether the Action may be finally maintained as a non-opt-out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff may be finally appointed as representative for the Class and Plaintiff’s Counsel, Christensen & Dougherty LLP; Friedman Oster & Tejtel PLLC; Kaskela Law LLC; Labaton Keller Sucharow LLP; and Saxena White P.A., may be finally appointed as counsel for the Class, and whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (iv) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses should be approved; (vii) determine whether the application by Plaintiff for an incentive award should be approved; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses and/or to the application by Plaintiff for an incentive award; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement.

38. Any Class Member may object to the Settlement, the proposed Plan of Allocation, Plaintiff’s Counsel’s application for an award of attorneys’ fees and litigation expenses, and/or Plaintiff’s application for an incentive award (“Objector”); *provided, however*, that no Objector shall be heard or entitled to object unless, **on or before** _____, 2024, such person **(1)** files their written objection, together with copies of all other papers and briefs supporting the objection specified in paragraph 39 below, with the Register in Chancery at the address set forth below; **(2)** serves such papers (electronically by File & Serve*Xpress*, by hand, by first-class U.S. Mail, or by express service) on Plaintiff’s Counsel and Defendants’ Counsel at the addresses set

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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forth below; and (3) emails a copy of the written objection to nweinberger@labaton.com, Andrew.levander@dechert.com, Blair.connelly@lw.com, jonpickhardt@quinnemanuel.com, and edward.micheletti@skadden.com.

REGISTER IN CHANCERY

Register in Chancery
Court of Chancery of the State of Delaware
Sussex County
Court of Chancery Courthouse
34 The Circle
Georgetown, Delaware 19947

PLAINTIFF'S COUNSEL

LABATON KELLER SUCHAROW LLP
Attn: Ned Weinberger
222 Delaware Ave., Suite 1510
Wilmington, Delaware 19801
1-866-640-7254

DEFENDANTS' COUNSEL

DECHERT LLP
Attn: Andrew J. Levander
Three Bryant Park
1095 Avenue of the Americas
New York, NY 10036
Andrew.levander@dechert.com

LATHAM & WATKINS LLP
Attn: Blair Connelly
1271 Avenue of the Americas
New York, NY 10020
Blair.connelly@lw.com

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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QUINN EMANUEL URQUHART
& SULLIVAN, LLP
Attn: Jon Pickhardt
51 Madison Avenue, 22nd Floor
New York, NY 10010
jonpickhardt@quinnemanuel.com

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM LLP
Attn: Edward B. Micheletti
One Rodney Square
920 N. King Street
Wilmington, Delaware 19801
edward.micheletti@skadden.com
(415) 439-1400

39. Any objections must: (i) identify the case name and civil action number, “*In re Sculptor Capital Management, Inc. Stockholder Litigation.*, C.A. No. 2023-0921-SG”; (ii) state the name, address, and telephone number of the Objector and, if represented by counsel, the name, address, and telephone number of the Objector’s counsel; (iii) be signed by the Objector; (iv) identify whether the Objector intends to appear at the Settlement Hearing; (v) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify and any exhibits the Objector intends to introduce into evidence at the hearing; and (vi) include documentation sufficient to prove that the Objector is a member of the Class (*i.e.*, held or beneficially owned shares of Sculptor common stock at the Closing of the Merger on November 17, 2023). Documentation establishing that an Objector is a member of the Class must consist of copies of monthly brokerage account statements or an authorized statement from the Objector’s broker containing the transactional and holding information found in an account statement.

40. You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

41. If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, Plaintiff’s Counsel’s application for an award of attorneys’

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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fees and litigation expenses and/or Plaintiff's application for an incentive award, assuming you timely file and serve a written objection as described above, you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff's Counsel and on Defendants' Counsel at the mailing and email addresses set forth in paragraph 38 above so that the notice is **received on or before** _____, 2024. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

42. You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth in paragraph 38 above so that the notice is **received on or before** _____, 2024.

43. The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you intend to attend the Settlement Hearing, you should confirm the date and time with Plaintiff's Counsel.

44. Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the proposed Settlement, the proposed Plan of Allocation, Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses, Plaintiff's application for an incentive award or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

CAN I SEE THE COURT FILE? WHOM SHOULD I CONTACT IF I HAVE QUESTIONS?

45. This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947. Additionally, copies of the Stipulation, the Complaint, and any related orders entered by the Court will be posted on the Settlement website, [https:// \[●\]](https://[●]). If you have questions regarding the Settlement, you may contact the Settlement Administrator: [●], or Plaintiff's Counsel: Ned

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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Weinberger, Labaton Keller Sucharow LLP, 222 Delaware Ave., Suite 1510, Wilmington, Delaware 19801, 1-866-640-7254, nweinberger@labaton.com.

WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?

46. If you are a broker or other nominee that held shares of Sculptor common stock as of the Closing (November 17, 2023) for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to delawaresettlements@labaton.com. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners.

47. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which reimbursement is sought. A copy of this Notice may also be obtained from the Settlement website, [https:// \[●\]](https://[●]), by calling the Settlement Administrator toll free at [●], or by emailing the Settlement Administrator at [●].

DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE REGISTER IN CHANCERY REGARDING THIS NOTICE.

Dated: _____, 2024

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE

Questions? Call [●], email [●],
or visit [https://\[●\]](https://[●])

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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SCULPTOR CAPITAL
MANAGEMENT, INC. STOCKHOLDER
LITIGATION

CONSOLIDATED
C.A. No. 2023-0921-SG

**SUMMARY NOTICE OF PENDENCY OF STOCKHOLDER CLASS
ACTION AND PROPOSED SETTLEMENT, SETTLEMENT HEARING,
AND RIGHT TO APPEAR**

TO: All record holders and beneficial owners of Sculptor Capital Management, Inc. (“Sculptor”) common stock whose shares Rithm Capital Corp. (“Rithm”) acquired at the closing of the Merger.¹

PLEASE READ THIS SUMMARY NOTICE CAREFULLY. YOUR RIGHTS WILL BE AFFECTED BY A CLASS ACTION LAWSUIT PENDING IN THIS COURT.

YOU ARE HEREBY NOTIFIED, pursuant to an Order of the Court of Chancery of the State of Delaware (the “Court”), that the above-captioned stockholder class action (the “Action”) is pending in the Court.

YOU ARE ALSO NOTIFIED that plaintiff Gilles Beauchemin (“Plaintiff”), on behalf of itself and the Class (defined below) and defendants Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O’Connor, Zoltan Varga, Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin, Wayne Cohen, Rithm Capital Corp., Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP, Calder Sub III, LP, Sculptor Capital Management, Inc. (the “Company”), Sculptor Capital LP, Sculptor Capital Advisors LP, Sculptor Capital Advisors II LP, (the “Defendants”) have reached a proposed settlement for \$6,500,000 in cash (the “Settlement”). In addition to a fee not to exceed 25% of the Settlement Fund plus expenses, Plaintiff’s Counsel will request an award for causing certain transaction price increases and supplemental disclosures, not to exceed \$6,000,000, which will be paid solely by the Company, the Company’s successor, Defendants’ insurers, or other third parties (not the Settlement Fund). The terms of the Settlement are stated

¹ Certain persons and entities are excluded from the Class by definition, as set forth in the full Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear (the “Notice”), available at [https://\[●\]](https://[●]). Any capitalized terms used in this Summary Notice that are not otherwise defined in this Summary Notice shall have the meanings given to them in the Notice.

in the Stipulation and Agreement of Compromise and Settlement between Plaintiff and the Defendants, dated January 22, 2024 (the “Stipulation”), a copy of which is available at [https:// \[●\]](https://[●]). The proposed Settlement, if approved, will resolve all claims in the Action and result in the dismissal of the Action with prejudice.

A hearing (the “Settlement Hearing”) will be held on _____, **2024 at __: __.m.**, before The Honorable Sam Glasscock III, Vice Chancellor, in person at the Court of Chancery of the State of Delaware, Sussex County, Court of Chancery Courthouse, 34 The Circle, Georgetown, Delaware 19947, to, among other things: (i) determine whether the Action may be finally maintained as a non-opt-out class action and whether the Class should be finally certified, for purposes of the Settlement, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff may be finally appointed as representative for the Class and Plaintiff’s Counsel, Christensen & Dougherty LLP; Friedman Oster & Tejtel PLLC; Kaskela Law LLC; Labaton Keller Sucharow LLP; and Saxena White P.A., may be finally appointed as counsel for the Class, and whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action; (iii) determine whether the proposed Settlement on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class, and should be approved by the Court; (iv) determine whether a Judgment, substantially in the form attached as Exhibit D to the Stipulation, should be entered dismissing the Action with prejudice; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) determine whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and litigation expenses should be approved; (vii) determine whether the application by Plaintiff for an incentive award should be approved; (viii) hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or to the application by Plaintiff’s Counsel for an award of attorneys’ fees and expenses; and (ix) consider any other matters that may properly be brought before the Court in connection with the Settlement. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, [https:// \[●\]](https://[●]).

If you are a member of the Class, your rights will be affected by the pending Action and the Settlement, and you may be entitled to share in the Net Settlement Fund. If you have not yet received the Notice, you may obtain a copy of the Notice by contacting the Settlement Administrator at [https:// \[●\]](https://[●]). A copy of the Notice can also be downloaded from the Settlement website, [https:// \[●\]](https://[●]).

If the Settlement is approved by the Court and the Effective Date occurs, the Net Settlement Fund will be distributed on a *pro rata* basis to “Eligible Class Members” in accordance with the proposed Plan of Allocation stated in the Notice or such other plan of allocation as is approved by the Court. Under the proposed Plan of Allocation, “Eligible Class Members” will consist of all Class Members who held or beneficially owned shares of Sculptor common stock at the closing of the Merger on November 17, 2023 (the “Closing”) and received, or were entitled to receive, the Public Merger Consideration for their “Eligible Shares.” “Eligible Shares” will be the number of shares of Sculptor common stock held or beneficially owned by Eligible Class Members at the Closing and for which Eligible Class Members received, or were entitled to receive, the Public Merger Consideration. As explained in further detail in the Notice, pursuant to the Plan of Allocation, payments from the Net Settlement Fund to Eligible Class Members will be made in the same manner in which Eligible Class Members received the Public Merger Consideration. Eligible Class Members do not have to submit a claim form to receive a payment from the Settlement.

Any objections to the proposed Settlement, the proposed Plan of Allocation, or Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses in connection with the Settlement must be filed with the Register in Chancery in the Court of Chancery of the State of Delaware and delivered to Plaintiff’s Counsel and Defendants’ Counsel such that they are *received no later than* _____, 2024, in accordance with the instructions set forth in the Notice.

Please do not contact the Court or the Office of the Register in Chancery regarding this notice. All questions about this notice, the proposed Settlement, or your eligibility to participate in the Settlement should be directed to the Settlement Administrator or Plaintiff’s Counsel.

Requests for the Notice should be made to the Settlement Administrator:

[https://\[●\]](https://[●])

Inquiries, other than requests for the Notice, should be made to Plaintiff’s Counsel:

Ned Weinberger
Labaton Keller Sucharow LLP
222 Delaware Ave., Suite 1510
Wilmington, Delaware 19801
1-866-640-7254
delawaresettlements@labaton.com

Dated: _____, 2024

BY ORDER OF THE COURT OF
CHANCERY OF THE STATE OF
DELAWARE



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SCULPTOR CAPITAL
MANAGEMENT, INC. STOCKHOLDER
LITIGATION

CONSOLIDATED
C.A. No. 2023-0921-SG

[PROPOSED] ORDER AND FINAL JUDGMENT

WHEREAS, a stockholder class action is pending in this Court, entitled *In re Sculptor Capital Management, Inc. Stockholder Litigation.*, C.A. No. 2023-0921-SG (the “Action”);

WHEREAS, Plaintiff Gilles Beauchemin (“**Plaintiff**”), on behalf of himself and the Class (defined below); (ii) Defendants Daniel S. Och, Harold A. Kelly, Jr., Richard Lyon, James O’Connor and Zoltan Varga (collectively, the “**Founder Group**”); (iii) Defendants Marcy Engel, Bharath Srikrishnan, Charmel Maynard, David Bonanno, James Levin and Wayne Cohen (collectively, the “**Director Defendants**”); (iv) Defendants Rithm Capital Corp. (“**Rithm**”), Calder Sub, Inc., Calder Sub I, LP, Calder Sub II, LP and Calder Sub III, LP (collectively, the “**Rithm Defendants**”); and (v) Sculptor Capital Management, Inc. (the “**Company**”), Sculptor Capital LP, Sculptor Capital Advisors LP and Sculptor Capital Advisors II LP (collectively, “**Sculptor**,” and collectively with the Founder Group, the Director Defendants and the Rithm Defendants, “**Defendants**,” and Defendants and Plaintiff together, the “**Settling Parties**”) have entered into a Stipulation and Agreement of Compromise and Settlement between Plaintiff and the Defendants dated as of

January 22, 2024 (the “Stipulation”) that provides for a settlement, subject to the approval of this Court, reached between Plaintiff and the Defendants and for dismissal of the Action with prejudice upon the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, by Order dated _____, 2024 (the “Scheduling Order”), this Court (i) preliminarily certified the Class solely for purposes of effectuating the Settlement; (ii) ordered that notice of the proposed Settlement be provided to potential Class Members; (iii) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; and (iv) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on _____, 2024 (the “Settlement Hearing”) to consider, among other things: (i) whether the Class should be permanently certified by the Court; (ii) whether Plaintiff may be finally appointed as the representative for the Class and Plaintiff’s Counsel finally appointed as counsel for the Class, and whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of the Class in the Action; (iii) whether the terms and conditions of the Settlement are fair, reasonable, and adequate to the Class, and should therefore be approved; (iv) whether a Judgment should be entered dismissing the Action with prejudice; (v) whether the proposed Plan of Allocation

of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (vi) whether the application by Plaintiff's Counsel for an award of attorneys' fees and expenses should be approved; and

WHEREAS, it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement, Plan of Allocation, and application by Plaintiff's Counsel for an award of attorneys' fees and expenses; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other Persons requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Final Judgment. This Order and Final Judgment incorporates by reference and makes a part hereof: (a) the Stipulation filed with the Court on January 22, 2024; and (b) the Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement

Hearing, and Right to Appear (the “Notice”) and the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, Settlement Hearing, and Right to Appear (the “Summary Notice”) filed with the Court on January 22, 2024 as Exhibits B and C to the Stipulation, respectively.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Parties and each of the Class Members, and it is further determined that Plaintiff, the Defendants, and the Class, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Order and Final Judgment.

3. The mailing of the Notice, substantially in the form attached as Exhibit B to the Stipulation, and publication of the Summary Notice, substantially in the form attached as Exhibit C to the Stipulation, pursuant to and in the manner prescribed in the Scheduling Order is hereby determined to be the best notice practicable under the circumstances and in full compliance with Delaware Court of Chancery Rule 23, the requirements of due process, and all other applicable law and rules.

4. The Court hereby finally certifies, for the purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the following class (the “Class”):

All record holders and beneficial owners of Company common stock whose shares Rithm acquired at Closing (the “Class Shares”) in their

capacities as holders of Class Shares, together with their heirs, assigns, transferees, and successors, in each case in their capacity as holders or beneficial owners of Class Shares, excluding the Defendants and their Immediate Family, affiliates, officers, and directors.

5. The Court hereby finally appoints Plaintiff as the class representative for the Class and finally appoints Plaintiff's Counsel Christensen & Dougherty LLP; Friedman Oster & Tejtel PLLC; Kaskela Law LLC; Labaton Keller Sucharow LLP; and Saxena White P.A. as counsel for the Class. Plaintiff and Plaintiff's Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement.

6. For purposes of settlement only, the Court finds that each element required for certification of the Class pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) the members of the Class (collectively, the "Class Members") are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have and will fairly and adequately represent and protect the interests of the Class; (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits,

actions, or proceedings brought by other Class Members; and (f) the Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

7. The Settlement as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class.

8. Pursuant to Court of Chancery Rule 23, this Court fully and finally approves the Settlement in all respects, and the Parties are hereby authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register in Chancery is directed to enter and docket this Order and Final Judgment.

9. The Stipulation shall be binding upon and inure to the benefit of the Parties, the Released Plaintiff Parties, and the Released Defendant Parties.

10. Upon the Effective Date, Plaintiff and each and every other member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their

capacities as such only, shall have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties.

11. Upon the Effective Date, the Defendants, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall have fully, finally, and forever released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Defendants' Claims against any of the Released Plaintiff Parties.

12. 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 and sufficient discovery and after consultation with experienced legal counsel.

13. Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the sum of \$_____ (the "Fee and Expense Award"), which sum the Court finds to be fair and reasonable. The Fee and Expense shall be paid solely out of the Settlement Fund. Plaintiff's Counsel are hereby awarded an additional award of \$_____ (the "Non-Fund Fee Award") related to (i) the filing of the Supplemental Disclosures; and/or (ii) the Transaction Price Increases, which sum the Court also finds to be fair and reasonable. The award amounts set forth in this paragraph shall be the only awards of fees, costs, or expenses (including any attorneys' fees) to any Class Member or their counsel regarding litigation brought, or demands made, regarding any of Released Plaintiff's Claims. Neither Plaintiff, nor Plaintiff's Counsel, nor any Class Member shall make, or assist any other person or counsel in making, any motion, application, or other filing seeking an award of fees, costs, or expenses from the Released Defendant Parties in this Court or in any other jurisdiction.

14. Plaintiff is hereby awarded an incentive award in the amount of \$_____ (the "Incentive Award"). The Incentive Award shall be paid to Plaintiff from the Fee and Expense Award awarded under Paragraph 13 above.

15. The Court hereby finds and concludes that the formula for the calculation of payments to Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund among Class Members with due consideration having been given to administrative convenience and necessity.

16. The binding effect of this Order and Final Judgment and the obligations of Plaintiff, Class Members, and the Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys' fees, costs, and expenses or to any Plan of Allocation.

17. The Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties, shall have *res judicata*, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

18. If the Settlement is terminated as provided in the Stipulation or the Effective Date otherwise fails to occur, (a) this Order and Final Judgment shall be rendered null and void and shall be vacated; (b) all orders entered and releases delivered in connection herewith shall be null and void; (c) all of the Parties shall be

deemed to have reverted to their respective litigation statuses as of immediately prior to the execution of the Stipulation executed on January 22, 2024, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered; (d) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (e) the statements made in connection with the negotiation of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action; and (f) no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are otherwise required to be produced during discovery in the Action or in any other litigation.

19. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, nor any communications relating thereto, are evidence, or a presumption, admission, or concession by any Party of any wrongdoing, fault, liability, or damages whatsoever, which are expressly denied and disclaimed by each Party. Neither the Stipulation, nor any of their terms, conditions, and provisions,

nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, 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, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any Class Member; (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of the Released Defendant Parties or of any injury or damages to any Person; (c) 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 that any of Plaintiff's claims are without merit, that any of the Defendants had meritorious defenses, or that damages recoverable from the Defendants under the Complaint would not have exceeded the Settlement Amount; or (d) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or

proceeding whatsoever, whether civil, criminal, or administrative; *provided, however,* that the Stipulation and/or this Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or this Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or this Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

20. Without further order of the Court, the Parties may agree in writing to reasonable extensions of time to carry out any of the provisions of the Stipulation.

21. Without further order of the Court, the Parties may agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the Exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Order and Final Judgment.

22. Without affecting the finality of this Order and Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

23. The Action is hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses (except as provided in the Stipulation).

Dated: _____, 2024

Vice Chancellor Sam Glasscock III