



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

IN RE CORNERSTONE BUILDING  
BRANDS, INC. STOCKHOLDER  
LITIGATION

C.A. No. 2023-0092-JTL

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated February 24, 2025 (the “**Stipulation**”) and the settlement embodied herein (the “**Settlement**”), is entered into in the above-captioned action (the “**Action**”) by and among the following parties: (i) Plaintiffs Whitebark Value Partners LP (“**Whitebark**”) and Robert Garfield (“**Garfield**” and collectively with Whitebark, “**Plaintiffs**”), individually and on behalf of the Class (as defined below); (ii) Clayton Dubilier & Rice, LLC, CD&R Pisces Holdings, L.P., Clayton, Dubilier & Rice Fund VIII, L.P., CD&R Friends & Family Fund VIII, L.P. (collectively, “**CD&R**”), George Ball, Gary Forbes, John Holland, William Jackson, and Judith Reinsdorf (collectively, the “**Special Committee Defendants**”), Centerview Partners LLC (“**Centerview**”), and Alena Brenner (“**Brenner**,” and collectively with CD&R, the Special Committee Defendants, and Centerview, the “**Defendants**”); and (iii) Cornerstone Building Brands, Inc. (“**Cornerstone**” or the “**Company**”) (and together with Plaintiffs and Defendants, the “**Settling Parties**,” and each a “**Party**”). 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 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 Plaintiffs' Claims, as defined below, against Defendants, and to release the Released Plaintiffs' Claims, as defined below, as to each and every one of the Released Defendant Parties, as defined below; and (iv) fully and finally compromise, resolve, dismiss, discharge and settle each and every one of the Released Defendants' Claims, as defined below, against each and every one of the Released Plaintiff Parties, as defined below.<sup>1</sup>

**WHEREAS:**

A. On March 7, 2022, in a Form 8-K filed with the SEC, Cornerstone announced its entry into a definitive agreement with affiliates of CD&R pursuant to which CD&R would acquire the remaining shares of Cornerstone that it did not already own for \$24.65 per share in cash (the "**Transaction**").

B. On March 22, 2022, Whitebark served Cornerstone with a demand to inspect Cornerstone's books and records, pursuant to 8 *Del. C.* § 220 ("**Section 220**").

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

C. On June 17, 2022, former Cornerstone stockholder, Quadre Investments, LP (“Quadre”), beneficial owner of 139,700 shares of Cornerstone common stock, dissented from the Merger and elected not to receive the Transaction Consideration;

D. On June 21, 2022, former Cornerstone stockholder Matthew Giffuni, beneficial owner of 100 shares of Cornerstone common stock, dissented from the Merger and elected not to receive the Transaction Consideration;

E. On September 2, 2022, Mr. Giffuni filed a Petition for Appraisal of Stock captioned *Giffuni v. Cornerstone Building Brands, Inc.*, C.A. No. 2022-0780-SG (the “**Appraisal Action**”; Trans. ID 68020753). The Appraisal Action was later captioned C.A. No. 2022-0780-JTL following its transfer to Vice Chancellor Laster for purposes of consolidation with the Action.

F. On May 23, 2022, Garfield served Cornerstone with a demand to inspect Cornerstone’s books and records, pursuant to Section 220.

G. On July 25, 2022, in a Form 8-K filed with the SEC, Cornerstone announced the closing of the Transaction.

H. On January 27, 2023, Plaintiffs filed a Verified Class Action Complaint (the “**Complaint**”; Trans. ID 69013529) against Defendants CD&R and Brenner, commencing the Action.

I. Also on January 27, 2023, Firefighters' Pension System of the City of Kansas City, Missouri Trust and Gary D. Voigt filed a Verified Class Action Complaint in the action titled *Firefighters' Pension System of the City of Kansas City, Missouri Trust v. Affeldt*, C.A. No. 2023-0091-JTL (the "**Firefighters Action**") and, with the Action, the "**Related Actions**").

J. On May 2, 2023, the Court appointed Whitebark as Lead Plaintiff, Garfield as additional named plaintiff, and Plaintiffs' Counsel, as defined below, as Co-Lead Plaintiffs for the Related Actions.

K. On June 8, 2023, before discovery was produced in the Appraisal Action, the Court entered an Order For Consolidation and Coordination Of Actions (the "**Coordination Order**"; Trans. ID 70162236), coordinating the Action with the Appraisal Action (the "**Coordinated Actions**") for all purposes, including pretrial discovery and trial.

L. On June 29, 2023, Plaintiffs filed a Motion for Prompt Certification of a Class (the "**Motion for Class Certification**"; Trans. ID 70287803).

M. On July 14, 2023, Defendants CD&R and Brenner filed an Opening Brief in Support of their Motion to Dismiss the Complaint (Trans. ID 70392634).

N. On August 3, 2023, the Court granted the Motion for Class Certification (Trans. ID 70551352).

O. On August 21, 2023, the parties to the Appraisal Action notified the Court that they had executed an agreement to settle the Appraisal Action (Trans. ID 70692344).

P. On August 28, 2023, Plaintiffs filed an Answering Brief in Opposition to the Motion to Dismiss (Trans. ID 70731518).

Q. On August 29, 2023, the parties to the Appraisal Action informed the Court that Mr. Giffuni and Quadre were the only two former Cornerstone stockholders who sought appraisal (Trans. ID 70743934);

R. On August 30, 2023, the Appraisal Action was dismissed with prejudice (Trans. ID 70749426);

S. On September 27, 2023, Defendants CD&R and Brenner filed a Reply Brief in Support of the Motion to Dismiss (Trans. ID 70972453).

T. On January 10, 2024, the Court held oral argument on the Motion to Dismiss and issued a bench ruling denying the Motion to Dismiss.

U. On February 8, 2024, Defendants CD&R and Brenner filed their Answer to the Complaint (Trans. ID 71986485).

V. On June 26, 2024, Plaintiffs filed a Verified Amended Class Action Complaint (the “**Amended Complaint**”; Trans. ID 73419356), adding claims against the Special Committee Defendants and Centerview.

W. On August 9, 2024, Defendants CD&R and Brenner (Trans. ID 74004389), Centerview (Trans. ID 74002397), and the Special Committee Defendants (Trans. ID 74002155) each filed Answers to the Amended Complaint. On August 15, 2024, the Special Committee Defendants filed a Corrected Answer to the Amended Complaint (Trans. ID 74049719).

X. From June 2023 through November 2024, Plaintiffs propounded extensive discovery, including 97 total document requests to all Defendants, 112 total interrogatories to all Defendants, and subpoenas on over a dozen third parties. In response to Plaintiffs' discovery requests, Defendants and third parties produced more than 130,000 total documents. Following Brenner's and the Special Committee Defendants' privilege waivers on September 12, 2024, and September 20, 2024, respectively, and challenges from Plaintiffs' Counsel regarding the sufficiency of the productions, Brenner, the Special Committee Defendants, and their attorneys produced approximately 13,719 additional documents or documents with fewer redactions. Plaintiffs' Counsel deposed two fact witnesses.

Y. On November 21, 2024, Plaintiffs' Counsel and Defendants' counsel participated in a full-day, in-person mediation session before David M. Murphy of Phillips ADR Enterprises in New York. Before the mediation, Plaintiffs and Defendants exchanged mediation statements and exhibits, which addressed the

issues of both liability and potential damages. The Action was not resolved during the mediation session.

Z. On December 4, 2024, after receiving a mediator's recommendation, the Settling Parties reached an agreement in principle to settle the Action.

AA. On January 9, 2025, the Settling Parties executed a term sheet memorializing the Settlement (the "**Term Sheet**").

BB. On January 9, 2024, Plaintiffs' Counsel, on behalf of the Settling Parties, informed the Court of the settlement of the Action in principle and requested a stay of further proceedings pending submission of the Settlement for Court approval.

CC. Plaintiffs, through their counsel, have conducted an investigation and pursued extensive discovery relating to the claims against each Defendant and the underlying events and transactions alleged in the Action. Plaintiffs' Counsel have analyzed the evidence adduced during their investigation and through the extensive discovery in the Action described above (including two depositions), and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged between the Settling Parties have provided Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' position and Defendants' position in this litigation.

DD. Based upon their investigation and prosecution of the Action, Plaintiffs and Plaintiffs' Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiffs and the other Class Members, as defined below, and in their best interests. Based on their direct oversight of the prosecution of this matter, along with the input of Plaintiffs' Counsel, Plaintiffs have agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiffs 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 of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Plaintiffs of any infirmity in the claims asserted in the Action.

EE. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs or to any other member of the Class, and further deny that Plaintiffs have 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 duties and are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience, and



distraction of continued litigation and to resolve each of the Released Plaintiffs' Claims, as defined below, as against the Released Defendant Parties, as defined below. 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 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 in the Action or in any other action.

FF. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith, and that the Settlement Payment, as defined below, to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

**NOW THEREFORE, IT IS STIPULATED AND AGREED**, by and among Plaintiffs (individually and on behalf of the Class), Defendants, and Cornerstone 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 Plaintiffs and the Class, the sufficiency of which is acknowledged, the Action against the Defendants shall be finally and fully settled, compromised, and dismissed, on the merits and with

prejudice, and that the Released Plaintiffs' Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, as defined below, and that the Released Defendants' Claims, as defined below, shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Released Plaintiff Parties, as defined below, 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 Plaintiffs’ Counsel and into which the Settlement Payment shall be deposited.

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

(c) “**Claims**” means any and all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known or

unknown (including Unknown Claims, as defined below), contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class and/or individual in nature.

(d) “**Class**” means a non-opt-out class consisting of all record holders and beneficial owners of shares of Cornerstone common stock who received \$24.65 per share in cash at the closing of the take-private transaction between Cornerstone and CD&R on July 25, 2022 (the “**Closing**”) in exchange for their Company shares, including their heirs, successors in interest, successors, transferees, and assigns, but excluding the Excluded Persons, as that term is defined below.

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

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

(g) “**Defendants’ Counsel**” means the law firms of Kirkland & Ellis LLP; Ross Aronstam & Moritz LLP; Paul, Weiss, Rifkind, Wharton & Garrison, LLP; Simpson Thacher & Bartlett LLP; and Richards, Layton & Finger, P.A.

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

(i) “**DTCC Participants**” means the DTCC participants to which DTCC distributed the Transaction Consideration.

(j) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 12 of this Stipulation have been met and have occurred or have been waived.

(k) “**Eligible Class Members**” means Class Members except for any Excluded Persons.

(l) “**Excluded Persons**” means each Defendant, any person who was a Cornerstone director or officer at Closing, as well as the members of the Immediate Families of any of the foregoing (as applicable); any entity in which any of the foregoing has a controlling interest; any of the foregoing’s respective parents or subsidiaries or general partners; any trusts, estates, entities, or accounts that held Cornerstone shares for the benefit of any of the foregoing; and the heirs, successors, or assignees of any of the foregoing.

(m) “**Fee and Expense Award**” means an award to Plaintiffs’ Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for fees and expenses that have been, could be, or could have been asserted by Plaintiffs’ Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants or Cornerstone relating to the Settlement Fund. The 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 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 Garfield and/or Whitebark, to be paid solely from the Fee and Expense Award and approved by the Court of Chancery.

(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 as **Exhibit D** hereto.

(r) **“Long-Form Notice”** means the Notice of Pendency of Stockholder Class Action and Proposed Settlement, 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 Fee and Expense Award, including any Incentive Awards to Plaintiffs; and (v) any other fees, costs, and expenses approved by the Court.

(t) **“Notice”** means the Long-Form Notice and Publication Notice, collectively.

(u) **“Notice Costs”** means all costs, expenses and fees associated with providing notice of the Settlement to the Class, other than all costs, expenses

and fees associated with providing stockholder information pursuant to Paragraph 2(b). Notice Costs are not part of the Fee and Expense Award.

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

(w) “**Plaintiffs’ Counsel**” means Labaton Keller Sucharow LLP and Block & Leviton LLP.

(x) “**Publication Notice**” means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement, 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.

(y) “**Released Defendant Parties**” means Cornerstone, Defendants and their affiliates, and the officers, directors, general or limited partners, members, managers, employees, and equity holders of Cornerstone, CD&R or Centerview and their affiliates, and each of their respective predecessors, successors, Immediate Family members (as applicable), heirs (as applicable), estates (as applicable), partners, insurers, representatives, attorneys, experts, auditors, and accountants, in their capacities as such.

(z) “**Released Defendants’ Claims**” means any and all Claims, including Unknown Claims, that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants or Cornerstone in the

Action, except for claims relating to the enforcement of the Settlement and this Stipulation. For the avoidance of doubt, the Released Defendants' Claims do not include any claims for advancement or indemnity of their legal fees, costs, and expenses incurred in connection with the Action and this Settlement, or any claims that any Defendant or Cornerstone may have against any of their respective insurers, co-insurers, or reinsurers, to the extent such claims are not otherwise released pursuant to other documentation.

(aa) **“Released Plaintiffs’ Claims”** means any and all Claims, including Unknown Claims, that the Released Plaintiff Parties or any other Class Member (i) asserted in the Action; or (ii) could have asserted in the Action or any forum that arise out of, are based upon, or relate to (A) the allegations, transactions, facts, events, matters, occurrences, disclosures, representations, or omissions involved, set forth, or referred to in any of the complaints filed in the Action and (B) the Transaction or any other disclosures relating to or concerning the Transaction.

(bb) **“Released Plaintiff Parties”** means Plaintiffs and all other Class Members and their affiliates, and each of their respective officers, directors, trustees, employees, predecessors, successors, affiliates, Immediate Family members, partners, insurers, representatives, attorneys (including Plaintiffs’ Counsel), experts, auditors, and accountants, in their capacities as such.



(cc) “**Releases**” means the releases set forth in Paragraphs 4-5 of this Stipulation.

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

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

(ff) “**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.

(gg) “**Settlement Payment**” means the sum of Forty-Five Million Dollars in cash (\$45,000,000.00).

(hh) “**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 Plaintiffs’ 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).

(ii) “**Transaction Consideration**” means consideration that Cornerstone stockholders were entitled to receive under the terms of the Transaction.

(jj) “**Unknown Claims**” means any Released Plaintiffs’ Claims that the Released Plaintiff Parties do not know or suspect to exist in his, her, its, or their favor at the time of the release of the Released Plaintiffs’ Claims, as well as any Released Defendants’ Claims that any Released Defendant Parties 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, it, or them might have affected his, her, its, or their decision(s) with respect to the Settlement. Plaintiffs and Defendants acknowledge, and the other Released Plaintiff Parties and Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiffs’ Claims and the Released Defendants’ Claims, but that it is the intention of Plaintiffs and Defendants, and by operation of law the other the Released Plaintiff Parties and Released Defendant Parties, to completely, fully, finally and forever extinguish any and all Released Plaintiffs’ Claims and Released Defendants’ Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants also acknowledge, and the other the Released Plaintiff Parties and Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiffs’ Claims and the

Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

## **II. CLASS CERTIFICATION**

1. Solely for purposes of the Settlement and for no other purpose, Defendants acknowledge that the Court has already certified the Class under Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); certified Whitebark as the representative of the Class; and appointed Plaintiffs' Counsel as 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**

2. In consideration for the full and final release, settlement, and discharge of all Released Plaintiffs' 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 (a) to pay all Administrative Costs; (b) to pay all Notice Costs; (c) to pay all Taxes; (d) to pay any Fee and Expense award, including any Incentive Awards to Plaintiffs; (e) to pay any other fees, costs or expenses approved by the Court; and following the payment of (a) - (e) herein, (f) for subsequent disbursement of the Net Settlement Fund to the

Eligible Class Members as provided in Paragraph 2(b) herein. Should there be any balance remaining in the Net Settlement Fund (whether by reason of Tax refunds, uncashed checks, or otherwise), such balance shall be redistributed to identifiable Eligible Class Members in accordance with the Plan of Allocation or, if Plaintiffs' Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Combined Campaign for Justice.

(a) Within twenty (20) business days of the latter of (i) the Court's entry of a scheduling order setting a hearing on final approval of the Settlement, or (ii) Plaintiffs' Counsel providing 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 counsel for Cornerstone and CD&R. Cornerstone and CD&R shall pay, or cause their insurers to pay, the Settlement Payment on behalf of all of the Defendants. For the avoidance of doubt, no other Defendant or any other of the Released Defendant Parties shall have responsibility for payment of the Settlement Payment.

ii. Apart from Cornerstone's and CD&R's obligations to make or cause the payment of the Settlement Payment in accordance with this Paragraph 2(a), and any costs associated with providing Class Member Records and Transaction Records, as each defined below, in accordance with the Term Sheet and

Paragraph 2(b), Defendants and Cornerstone shall have no further or other monetary obligation to Plaintiffs, the other Class Members or Plaintiffs' 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 twenty (20) business days of the termination of the Settlement in accordance with the terms of this Stipulation.

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

i. For purposes of providing notice of the Settlement to potential Class Members, Cornerstone was required under the Term Sheet to use reasonable best efforts to provide or cause to be provided by February 18, 2025—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs' Counsel, or the Settlement Administrator—to the Settlement Administrator or Plaintiffs' Counsel in electronic format, the stockholder register from Cornerstone's transfer agent containing (to the extent available) the names, mailing addresses and email addresses for all registered or record holders of Cornerstone common stock as of the Closing (the "**Class Member Records**").

ii. For purposes of providing an estimated Class size in the notice to potential Class Members and distributing the Net Settlement Fund to

Eligible Class Members, Cornerstone and Defendants—at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator—was required under the Term Sheet to use reasonable best efforts to provide or cause to be provided by February 18, 2025, to Plaintiffs’ Counsel or the Settlement Administrator in an electronically-searchable form, such as Excel, the following information (the “**Transaction Records**”):

(a) For each of the registered holders, the number of shares of Cornerstone common stock held as of the Closing that were exchanged for \$24.65 per share in cash upon the Closing;

(b) The allocation or “chill” report generated by the DTCC, including its subsidiary the Depository Trust Company (“**DTC**”), in anticipation of the Transaction (the “**Allocation Report**”), which shall include, for each DTCC Participant, the number of shares of Cornerstone common stock that were exchanged for \$24.65 per share in upon the Closing; and

(c) For each Excluded Person, as previously defined, the following information:

(1) An indication whether the Excluded Person was, as of the Closing, either (x) a registered holder of Cornerstone common stock or (y) a beneficial holder of Cornerstone common

stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“**Beneficial Owner**”);

(2) The number of shares of Cornerstone common stock owned by the Excluded Person as of the Closing that were exchanged for \$24.65 per share in cash upon the Closing (“**Excluded Shares**”); and

(3) For each of the Excluded Persons that is a Beneficial Holder, the name of the financial institution(s) where their Excluded Shares were held and the Excluded Person’s account number(s) at such financial institution(s).

iii. In addition to the information to be provided under Paragraph 3(b)(ii) above, at the request of Plaintiffs’ Counsel, and at no cost to the Settlement Fund, Plaintiffs, Plaintiffs’ Counsel, or the Settlement Administrator, Defendants will use reasonable best efforts to provide such additional information as may be required to distribute the net settlement proceeds to Eligible Class Members and not to Excluded Persons within ten (10) business days of receiving notice from Plaintiffs’ Counsel or the Settlement Administrator that such additional

information is needed (including because the information required to be provided under Paragraph 3(b)(ii) is deficient or otherwise incomplete).

iv. 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.

v. 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 Net Settlement Fund will be developed solely by Plaintiffs or Plaintiffs' 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. Plaintiffs and Plaintiffs' Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan



of allocation in this Action. Released Defendant Parties shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have any involvement with the application of the Court-approved plan of allocation or any liability in connection with the plan of allocation.

vi. 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 Fee and Expense Award (including any Incentive Awards to Plaintiffs) 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**”). Plaintiffs’ Counsel will apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

vii. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, Released Defendant Parties, and Cornerstone, 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.

viii. 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:** Plaintiffs' 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 2(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**

3. 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, costs, or fees or the grant of further relief except for the payments provided in this Stipulation.

4. Upon the Effective Date, Plaintiffs, all Class Members, and all Released Plaintiff Parties on behalf of themselves and their successors 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 Plaintiffs' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiffs' Claims against any of the Released Defendant Parties.

5. Upon the Effective Date, Defendants, and the Released Defendant Parties, on behalf of themselves and their successors 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.

6. The contemplated releases given by the Settling Parties in this Stipulation extend to Released Plaintiffs' Claims and Released Defendants' Claims (collectively, "**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.

7. Regarding the Released Claims, the Settling Parties shall be deemed to have waived, to the fullest extent permitted by law, 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 and to have relinquished, to the fullest 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

8. As soon as practicable after execution of this Stipulation, Plaintiffs 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; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as Exhibit D, (3) Plaintiffs’ Counsel’s application for an award of attorneys’ fees 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.

9. Plaintiffs shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

10. 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**.

11. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiffs’ Counsel may pay from the Notice Payment, without further approval from Cornerstone, 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. Plaintiffs shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Eligible Class Members. Cornerstone shall cooperate with Plaintiffs in providing Notice, including, but not limited to, Cornerstone providing the Class Member Records and the Transaction Records in accordance with Paragraph 2(b) above. For the avoidance of doubt, in the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administrative Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, Cornerstone, or their insurance carriers, or any of the other Released Defendant Parties, or any other person or entity who or which paid any portion of the Settlement Fund.

## **VI. CONDITIONS OF SETTLEMENT**

12. 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 respects in the form attached hereto as **Exhibit D**;

(c) the Judgment has become Final; and

(d) the full amount of the Forty-Five Million Dollar (\$45,000,000.00) Settlement Payment has been paid into the Account in accordance with Paragraph 2(a) above.

13. In the event the Settlement does not become effective pursuant to the terms herein after the Court grants final approval of the Settlement, the provisions in Section X shall govern.

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

14. Plaintiffs' Counsel will apply for an award of attorneys' fees and expenses in an amount not to exceed 22% of the Settlement Fund, to be paid solely from the Settlement Fund, and may also petition the Court for plaintiff Incentive Awards to be paid solely from any Fee and Expense Award (the "**Fee Application**"). Defendants agree that they shall take no position as to the Fee Application. Plaintiffs' Counsel's Fee Application is not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiffs' Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

15. An amount equal to the Fee and Expense Award shall be payable to Plaintiffs' Counsel, and any amount equal to any Incentive Awards shall be payable

to Plaintiffs, 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. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee and Expense Award is disapproved, reduced, reversed or otherwise modified by Final court order, then Plaintiffs' Counsel shall, within thirty (30) business days after Plaintiffs' Counsel receives notice of any such event in (i) or (ii) above, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand or otherwise on the other hand.

### **VIII. STAY PENDING FINALITY OF THE SETTLEMENT**

16. The Settling Parties agree not to initiate any other proceedings against Defendants, Cornerstone, or any other Released Defendant Parties, other than those incident to the Settlement itself pending the occurrence of the Effective Date. 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 (including but not limited to the proceeding



captioned *Water Island Merger Arbitrage Institutional Commingled Master Fund, LP v. Cornerstone Building Brands, Inc.*, 23-cv-701-CFC (the “**Federal Action**”)) which challenge the Settlement, the Transaction, or otherwise assert or involve the commencement or prosecution of any Released Plaintiffs’ Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

17. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiffs 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 Plaintiffs’ Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

## **IX. TAXES**

18. 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. Cornerstone shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiffs' Counsel within the time period required thereunder.

19. 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 15 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 20 below.

20. All taxes shall be paid out of the Settlement Fund and shall be timely paid by Plaintiffs' 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 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.

21. Cornerstone, Defendants, and their counsel agree to cooperate with Plaintiffs' 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**

22. Subject to Paragraph 25 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 twenty (20) business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In

addition to the foregoing, Plaintiffs 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 2(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 Plaintiffs' Counsel shall be deemed a material modification of the Judgment or this Stipulation.

23. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms 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 January 9, 2025, they shall negotiate a new case schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii) the full value of the Settlement Amount (less the Notice Costs), including any interest accrued, shall be returned to Cornerstone, or for any portion Settlement Amount paid by insurers, to the paying party; (iii) all of the Settling Parties' respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; and (iv) 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 (v) 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 or to enforce the terms of this paragraph 23.

## **XI. MISCELLANEOUS PROVISIONS**

24. 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 of this Stipulation and the terms of any exhibit attached hereto, the terms of the Stipulation shall prevail.

25. 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 Cornerstone or Defendants or their insurers to be a preference, voidable transfer, fraudulent transfer or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited

into the Settlement Fund by others, then, at the election of Plaintiffs, Cornerstone, and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Defendant Parties 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 2(a)(iii).

26. 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 Plaintiffs and any other Class Members against Defendants and any Released Defendant Party with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and Plaintiffs' Counsel, Cornerstone and its counsel, and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by Defendants in bad faith or without a reasonable basis. The Settling Parties agree that the amounts paid and the other terms of the Settlement were negotiated at arm's length and in good faith by the Settling Parties, including through a mediation process supervised and conducted by David M. Murphy of Phillips ADR Enterprises, and reflect the Settlement that 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.

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

28. The terms 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-in-interest).

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

30. 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.

31. 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.

32. 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 attorneys' fees and expenses to Plaintiffs' Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

33. 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.

34. 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 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.

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

36. This Stipulation shall be binding upon and inure to the benefit of the successors 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.

37. 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.

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

39. 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.

40. 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.

41. 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.

42. Plaintiffs and Plaintiffs' Counsel represent and warrant that Plaintiffs are Class Members and that none of Plaintiffs' 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.

43. 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 Plaintiffs or Plaintiffs' Counsel:      LABATON KELLER SUCHAROW LLP  
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If to Defendants or Cornerstone:

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44. Except as otherwise provided herein, Plaintiffs and Defendants shall bear their own costs.

45. Whether or not the Settlement is approved by the Court and whether or not the Stipulation 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 the Stipulation confidential.

46. All agreements made and orders entered during the course of this Action relating to the confidentiality of information shall survive this Settlement.

47. 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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Dated: February 24, 2025