

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

INTER-MARKETING GROUP USA, )  
INC., Derivatively on Behalf of Plains )  
All American Pipeline, L.P., )

*Plaintiff,* )

-against- )

PAA GP LLC, )

*Defendant,* )

-and- )

PLAINS ALL AMERICAN )  
PIPELINE, L.P. )

*Nominal Defendant.* )

C.A. No. 2017-0030-PAF

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

*The Delaware Court of Chancery authorized this Notice.*

***This is not a solicitation from an attorney.***

TO: ALL PERSONS AND ENTITIES WHO HOLD OF RECORD, OR BENEFICIALLY OWN, UNITS OF PLAINS ALL AMERICAN PIPELINE, L.P. (“PLAINS UNITHOLDERS”).

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY.  
YOUR RIGHTS WILL BE AFFECTED BY THIS LITIGATION.  
YOU ARE NOT REQUIRED TO RESPOND TO THIS NOTICE.**

This Notice relates to a proposed settlement (the “Settlement”) of the above-captioned, derivative action (the “Action”), pending in the Court of Chancery of the State of Delaware (the “Court”), which was brought by a Plains unitholder on behalf

of Plains for the benefit of Plains. Subject to the approval of the Court, the Settlement will resolve all claims brought, or that could have been brought, in the Action.

The complete terms of the Settlement, which remains subject to approval of the Court, are set forth in a Stipulation and Agreement of Settlement, Compromise, and Release, dated April 27, 2022 (the “Stipulation”), entered into by and among: (1) plaintiff Inter-Marketing Group, USA, Inc. (“Plaintiff”), derivatively on behalf of Plains All American Pipeline, L.P. (“Plains” or the “Company” or the “Nominal Defendant”); (2) defendant PAA GP LLC (the “General Partner” or “Defendant”); and (3) the Nominal Defendant. Plaintiff, Defendant, and Nominal Defendant may be referred to collectively as the “Parties” or “Settling Parties.”

Plains Unitholders will not submit claims in connection with the Settlement, and **unitholders are not required to take any action in response to this Notice.**

#### WHAT IS THE PURPOSE OF THIS NOTICE?

1. The purpose of this Notice is to inform Plains Unitholders about: (a) the pendency of the Action; (b) the Settlement, subject to Court approval, on the terms and conditions set forth in the Stipulation; (c) the rights of Plains Unitholders with respect to the Settlement and Plaintiff’s Counsel’s application for an award of attorneys’ fees and reimbursement of litigation expenses; and (d) the hearing that the Court will hold on July 8, 2022 at 11:00 a.m. ET at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801.

2. At that hearing, the Court will, among other things: (a) determine whether Plaintiff and Plaintiff’s Counsel have adequately represented the interests of Plains and the Plains Unitholders; (b) determine whether the Settlement described in the Stipulation is fair, reasonable and adequate to Plaintiff, Plains and Plains Unitholders, and should be approved by the Court; (c) determine whether a Final Order and Judgment should be entered dismissing the Action with prejudice; (d) determine whether the application by Plaintiff’s Counsel for an award of attorneys’ fees and reimbursement of litigation expenses should be approved; (e) hear and consider any objections to the Settlement and/or to Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses; and (f) consider any other matters that may properly be brought before the Court in connection with the Settlement.

#### WHAT IS THIS CASE ABOUT?

THE FOLLOWING DESCRIPTION OF THIS CASE HAS BEEN PREPARED BY COUNSEL FOR THE PARTIES. THE COURT HAS MADE NO FINDINGS

ABOUT SUCH MATTERS, AND THIS NOTICE IS NOT AN EXPRESSION OR STATEMENT BY THE COURT OF ANY FINDINGS OF FACT.

3. Plains is a Delaware master limited partnership (“MLP”) headquartered in Houston, Texas that owns and operates midstream energy infrastructure assets—including a 17,800-mile pipeline network—and provides logistics services for hydrocarbon products.

4. As an MLP, the rights of Plains’ unitholders are governed by its Limited Partnership Agreement (the “LPA”) and the Delaware Revised Uniform Limited Partnership Act (the “Delaware LP Act”), 6 *Del. C.* § 17-101, *et seq.* The LPA is an agreement by and between the General Partner, as Plains’ general partner, and Plains’ limited partners. The sole member of the General Partner is Plains AAP, L.P., whose general partner is Plains All American GP LLC (“Plains GP”).

5. On May 19, 2015, Plains experienced a crude oil release from its Las Flores to Gaviota Pipeline (Line 901), a 10-mile underground pipeline in Santa Barbara County, California. Thereafter, the General Partner worked with local, state, and federal officials to clean up and remediate impacted shoreline and other areas.

6. On January 17, 2017, Plaintiff filed a Verified Unitholder Derivative Complaint (the “Original Complaint”) against the General Partner, certain directors and officers of the General Partner, and related entities.

7. In the Original Complaint, Plaintiff asserted that Defendants failed to adequately oversee Plains’ pipeline integrity efforts, and thereby breached fiduciary duties owed to Plains, and that Plains GP breached the LPA and the implied covenant of good faith and fair dealing.

8. On March 3, 2017, Defendants filed a motion to dismiss the Original Complaint.

9. The Court dismissed the Original Complaint in a Memorandum Opinion dated January 31, 2019 for failure to plead demand futility. The Court also granted leave to amend the Original Complaint.

10. On June 3, 2019, Plaintiff filed an Amended Unitholder Derivative Complaint (the “Amended Complaint”).

11. Through its Amended Complaint, Plaintiff asserted that the General Partner, certain directors and officers of the General Partner, and related entities: (i)

breached the LPA and (ii) breached the implied covenant of good faith and fair dealing.

12. On August 13, 2019, Defendant filed a motion to dismiss the Amended Complaint.

13. On January 31, 2020, the Court dismissed all claims in the Amended Complaint except Plaintiff's breach of contract claim against the General Partner.

14. On May 12, 2020, Plaintiff filed its first set of: (i) requests for admission, (ii) interrogatories, and (iii) requests for production of documents.

15. On July 1, 2020, Defendant filed its objection and responses to Plaintiff's first set of: (i) requests for admission, (ii) interrogatories, and (iii) requests for production of documents.

16. Throughout 2021, Defendant produced documents in multiple tranches as the litigation unfolded and the Parties continued to engage in discovery-related discussions. All told, Defendant produced over 12,000 documents.

17. In the second half of 2021, Plaintiff noticed and conducted the depositions of the following individuals: Greg Armstrong, Harry Pefanis, Gary Petersen, Bobby Shackouls, Christopher Temple, and Victor Burk.

18. In November 2021, Plaintiff and Defendant agreed to attend a mediation of the Action. The mediation was set for December 14, 2021, with Chancellor William B. Chandler III of Wilson, Sonsini, Goodrich, and Rosati serving as the mediator.

19. On December 7, 2021 the Parties submitted mediation statements, exhibit binders, and a binder of joint documents to Chancellor Chandler for his review in preparation for the mediation.

20. On December 14, 2021, the Parties attended a mediation session with Chancellor Chandler.

21. On the evening of December 14, 2021, after arm's-length negotiation, the Parties were able to reach an agreement-in-principle on the substantive terms of the Settlement, including corporate governance measures that the General Partner would adopt as consideration for the Settlement.

## WHAT ARE THE TERMS OF THE SETTLEMENT?

22. In consideration of the full settlement, satisfaction, compromise and release of the Plaintiff's Released Claims and the dismissal with prejudice of the Action, the General Partner shall comply with the Corporate Governance Measures set forth below:

A. The General Partner shall maintain its Health, Safety, Environmental and Sustainability Committee of its Board of Directors (the "HSES Committee") for at least six (6) years from the Effective Date.

B. The HSES Committee shall attend all meetings of the Board of Directors absent compelling circumstances.

C. For at least six (6) years from the Effective Date, the HSES Committee will (in addition to any other tasks or duties assigned to it by the Board):

- (1) Review and monitor the performance, plans, and activities of the Company on health, safety, environmental, and sustainability ("HSES") matters, including compliance with applicable and proposed legislation, regulations and orders;
- (2) Receive and review periodic reports on Plains' long-term HSES performance trends, including safety performance, releases, and environmental emissions;
- (3) Review and monitor Plains' performance, plans, and activities with respect to conformance with applicable risk management protocols and asset integrity plans and programs;
- (4) Review and monitor all critical incidents and all material liabilities (as such terms are defined by the HSES Committee or the Partnership in the ordinary course of business) arising in connection with pipeline integrity;
- (5) Review and monitor all material final orders, audit findings, reports, or recommendations regarding pipeline integrity issued to Plains by any regulatory agency or authority, together with management's responses thereto;

- (6) Report to the Board at least annually regarding its activities, along with any recommendations for Board actions that it might believe are warranted with respect to pipeline integrity; and
- (7) Have the authority to retain outside counsel, subject matter experts, or other consultants in the HSES Committee's sole discretion.

D. The General Partner will establish a mechanism for employees to submit anonymous messages to be reported to the HSES Committee regarding pipeline maintenance/integrity concerns.

- (1) The HSES Committee shall be empowered to investigate any such submissions.
- (2) The HSES Committee shall have any resources and/or access to management that the Committee deems reasonable and appropriate in investigating and responding to any such submissions.

E. The HSES Committee shall also:

- (1) Receive a summary of recommendations from at least one independent third-party consultant regarding potential improvements, if any, to Plains' processes and procedures for analyzing in-line inspection data, along with a report on Plains' management's response to those recommendations; and
- (2) Receive a summary of at least one third-party consultant's assessment of the conformance of Plains' Safety Management System to API RP 1173, along with a report on Plains' management's response to that assessment.

F. For avoidance of doubt, nothing herein shall modify the duties owed under the LPA.

G. Apart from executing the Corporate Governance Measures in accordance with paragraph 22 above, or as expressly set forth in the LPA, or as otherwise ordered by the Court in accordance with this Stipulation, the General

Partner shall have no further obligation to Plaintiff, Plaintiff's Counsel or Plains in connection with the Action, the Settlement, or the Released Claims.

### WHY ARE THE PARTIES SETTLING?

23. Plaintiff, having thoroughly considered the facts and law underlying the Action, and based upon its investigation and prosecution of the Action and the mediation that led to the Settlement, and after weighing the risks of continued litigation, has determined that it is in the best interests of Plaintiff, Plains, and Plains' Unitholders that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation, and that these terms and conditions are fair, reasonable and adequate to Plaintiff, Plains, and Plains' Unitholders.

24. In light of the substantial corporate governance measures included in the Settlement, and on the basis of information available to them, including publicly available information and discovery obtained from Defendant, Plaintiff has determined that the Settlement is fair, reasonable, adequate, and in the best interests of Plains and the Plains Unitholders. The Settlement provides substantial immediate benefits to Plains and the Plains Unitholders without the risk that continued litigation could result in obtaining similar or lesser relief for Plains and the Plains Unitholders after continued extensive and expensive litigation, including trial and the appeals that were likely to follow.

25. Defendant, who believes that it has substantial defenses to the claims alleged against it in the Action, has denied and continues to deny the allegations of wrongdoing, allegations of liability, and the existence of any damages asserted in or arising from the Action; has denied and continues to deny that it has committed or aided and abetted in the commission of any violation of law or breaches of duty or has engaged in any of the alleged wrongful acts; and expressly maintains that it has diligently and scrupulously complied with its contractual and other legal duties. Nevertheless, Defendant has concluded that further litigation in connection with the Action would be time-consuming and expensive. After weighing the costs, disruption, and distraction of continued litigation, Defendant has determined, solely to eliminate the risk, burden, and expense of further litigation, that the Action should be fully and finally settled in the manner and upon the terms and conditions set forth in the Stipulation.

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

26. If the Settlement is approved, the Court will enter a final order and judgment (the “Final Order and Judgment”). Pursuant to the Final Order and Judgment, upon the Effective Date of the Settlement, the Action will be dismissed with prejudice and the following releases will occur:

**Release of Claims by Plaintiff, Plains, and Plains Unitholders:** Plaintiff, Plains, and each and every past and current Plains Unitholder derivatively on behalf of Plains, and their respective agents, spouses, heirs, predecessors, successors, transferors, transferees, personal representatives, representatives and assigns, in their capacities as such only, by operation of the Stipulation and the Final Order and Judgment and to the fullest extent permitted by law, shall completely, fully, finally and forever release, relinquish, settle and discharge the Released Defendants from any and all of the Plaintiff’s Released Claims, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any of the Plaintiff’s Released Claims against the Released Defendants.

“Plaintiff’s Released Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, offsets, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or un-acrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, that (1) were asserted or could have been asserted on behalf of Nominal Defendant in the Action or another derivative proceeding, whether based on state, local, foreign, federal, statutory, regulatory, or common or other law or rule, and (2) are based upon, arise out of, relate in any way to, or involve, directly or indirectly, (i) the actions, inactions, deliberations, discussions, decisions, votes, or any other conduct of any kind by any of the Released Parties, relating in any way to any agreement, transaction, occurrence, conduct, or fact alleged or set forth in the Amended Complaint or the Original Complaint (including, without limitation, the Line 901 incident, the criminal conviction related to the same, and the General Partner’s



oversight of asset integrity/maintenance), or (ii) the commencement, prosecution, defense, mediation or settlement of the Action, including, but not limited to, discovery produced in the Action; provided, however, that Plaintiff's Released Claims shall not include any claims to enforce the Stipulation, the Settlement, the Final Order and Judgment, any award of attorneys' fees and/or costs awarded by the Court, or any other document memorializing the Settlement of the Action.

"Released Defendants" means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (i) the General Partner, (ii) Plains, (iii) the parties who were dismissed from this Action through the Court's Memorandum Opinion on January 31, 2020, including: Gregory L. Armstrong, Harry N. Pefanis, Al Swanson, Bernard Figlock, Everardo Goyanes, Gary R. Petersen, John T. Raymond, Robert V. Sinnott, J. Taft Symonds, Christopher M. Temple, Victor Burk, Bobby Shackouls, Plains AAP, L.P., Plains All American GP LLC, Plains GP Holdings, L.P., and PAA GP Holdings LLC.; (iv) any other past or current directors of the General Partner, Plains, Plains AAP, L.P., Plains All American GP LLC, Plains GP Holdings, L.P., and/or PAA GP Holdings LLC; and (v) any and all of the foregoing entities' and individuals' former or current agents, parents, controlling persons, general or limited partners, general or limited partnerships, members, managers, managing members, direct or indirect equity holders, subsidiaries, employees, officers, directors, predecessors, successors, insurers, reinsurers, consultants, other representatives and servants, past or present trusts, foundations, investors, joint ventures, member firms, limited liability companies, corporations, divisions, direct or indirect affiliates, associated entities, unitholders, managing agents, financial or investment advisors, advisors, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, lenders, commercial bankers, attorneys in fact, counsel, accountants and associates, past or present trustees, fiduciaries, principals, and any past or present family members or spouses of such persons, as well as their heirs, assigns, executors, estates, administrators, personal or legal representatives, beneficiaries, or distributees.

**Release of Claims by Defendant:** Defendant, by operation of the Stipulation and the Final Order and Judgment and to the fullest extent

permitted by law, shall completely, fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff from any and all of the Defendant's Released Claims, and shall forever be barred and enjoined from commencing, instituting, or prosecuting any of the Defendant's Released Claims against the Released Plaintiff.

"Defendant's Released Claims" means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys' fees, actions, potential actions, causes of action, suits, judgments, defenses, counterclaims, offsets, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, whether known or unknown, disclosed or undisclosed, accrued or un-accrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, including Unknown Claims, which were or which could have been asserted against Released Plaintiff in any court, tribunal, forum, or proceeding, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule, and which are based upon, arise out of, relate in any way to, or involve, directly or indirectly, the commencement, prosecution, defense, mediation, or settlement of the Action, including, but not limited to, discovery in the Action; provided, however, that Defendant's Released Claims shall not include any claims to enforce the Stipulation, the Settlement, the Final Order and Judgment, any award of attorneys' fees and/or costs awarded by the Court, or any other document memorializing the Settlement of the Action.

"Released Plaintiff" means Plaintiff and any and all of its former or current agents, parents, controlling persons, general or limited partners, members, managers, managing members, direct or indirect equity holders, subsidiaries, affiliates, employees, officers, directors, predecessors, successors, attorneys, heirs, assigns, insurers, reinsurers, consultants, other representatives, servants, respective agents, fiduciaries, partners, corporations, direct or indirect affiliates, bankers, estates, and advisors.

"Releases" means the releases set forth herein. A "Release" means one of the Releases.

“Unknown Claims” means any Released Claims that a Person granting a Release hereunder does not know or suspect to exist in his, her, or its favor at the time of the Release, including, without limitation, those that, if known, might have affected the decision to enter into or object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date, Plaintiff and Defendant shall have expressly waived, and Plains and all Plains Unitholders shall be deemed to have, and by operation of the Final Order and Judgment by the Court shall have, waived, relinquished, and released any and all provisions, rights and benefits conferred by or under California Civil Code § 1542 (and equivalent, comparable, or analogous provisions of the laws of the United States or any state or territory thereof, or of the common law). California Civil Code § 1542 provides that:

**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.**

Plaintiff and Defendant acknowledge, and Plains and all Plains Unitholders by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of Plaintiff, Defendant, and of the Released Parties, and of Plains and all Plains Unitholders by operation of law, to completely, fully, finally, and forever extinguish and release all Released Claims, known or unknown, suspected or unsuspected, that now exist, heretofore existed or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendant acknowledge, and Plains and all Plains Unitholders by operation of law shall be deemed to have acknowledged, that this waiver and the inclusion of Unknown Claims in the definition of Released Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the Parties in entering into the Stipulation and agreeing to the Settlement.

27. Pending final determination by the Court of whether the Settlement should be approved, all proceedings in the Action other than proceedings necessary to carry out or enforce the terms and conditions of the Stipulation have been stayed. By order of the Court, pending final determination of whether the Settlement should be approved, Plaintiff and all other Plains Unitholders are barred and enjoined from commencing, instituting, or prosecuting any of the Plaintiff's Released Claims against any of the Released Defendants.

#### HOW WILL PLAINTIFF'S COUNSEL BE PAID?

28. Plaintiff's Counsel have not received any payment for their services in pursuing the claims asserted in the Action, nor have Plaintiff's Counsel been reimbursed for their litigation expenses. Plaintiff's Counsel invested their own resources pursuing the Action on a contingency basis, meaning they would only be compensated for their time and recover their expenses if they created a benefit for Plains and the Plains Unitholders through the Action. In light of the risks undertaken in pursuing the Action on a contingency basis and the benefits created for Plains and the Plains Unitholders through the Settlement and the prosecution of the Action, Plaintiff's Counsel intends to ask the Court for \$1,844,000 (1) as an award of attorneys' fees for representing Plaintiff and recovering the Settlement, and (2) to reimburse expenses they incurred in the litigation.

29. The Court will determine the amount of any Attorneys' Fees and Expenses Award to be paid by Defendant. Plains Unitholders are not personally liable for any such fees and expenses. Defendant reserves the right to object to Plaintiff's Counsel's application for the Attorneys' Fees and Expenses Award.

30. Based on the results of the Action, Plaintiff's Counsel reserves the right to request Court approval for a limited incentive award for the Plaintiff, in an amount not to exceed \$10,000, which, subject to Court approval, shall be paid out of the Attorneys' Fees and Expenses Award.

#### WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE RIGHT TO APPEAR AT THE SETTLEMENT HEARING?

31. The Court will consider the Settlement and all matters related to the Settlement at the Settlement Hearing. The Settlement Hearing will be held before The Honorable Paul A. Fioravanti, Jr., Vice Chancellor, on July 8, 2022, at 11:00 a.m. ET, at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. The Court may

change the date or time of the Settlement Hearing without further notice to the Plains Unitholders.

32. At the Settlement Hearing, the Court will, among other things: (a) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of Plains and the Plains Unitholders; (b) determine whether the Settlement is fair, reasonable, and adequate to Plaintiff, to Plains, and to the Plains Unitholders, and should be approved by the Court; (c) determine whether a Final Order and Judgment should be entered dismissing the Action with prejudice; (d) determine whether the application by Plaintiff's Counsel for an Attorneys' Fees and Expenses Award should be approved; (e) hear and consider any objections to the Settlement and/or to Plaintiff's Counsel's application for an Attorneys' Fees and Expenses Award; and (f) consider any other matters that may properly be brought before the Court in connection with the Settlement.

33. The Court has reserved the right to adjourn or continue the Settlement Hearing, including consideration of Plaintiff's Counsel's application for an Attorneys' Fees and Expenses Award, without further notice to you other than by announcement at the Settlement Hearing or any adjournment thereof. The Court has further reserved the right to approve the Settlement, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

34. Any person who is a Plains Unitholder on July 8, 2022, (the date of the Settlement Hearing) and who objects to the Settlement or the application by Plaintiff's Counsel for an Attorneys' Fees and Expenses Award, or who otherwise wishes to be heard, may appear in person or through his, her, or its attorney at the Settlement Hearing and present any evidence or argument that may be proper and relevant; provided, however, that no such person shall be heard, and no papers, briefs, pleadings, or other documents submitted by any such person shall be received and considered by the Court unless, no later than June 24, 2022, such person files with the Register in Chancery, Court of Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, the following: (a) a written and signed notice of intention to appear, which states the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her or its counsel; (b) proof that the objector owns units of Plains; and (c) a written, detailed statement of the person's objections to any matter before the Court, and the specific grounds for those objections, or the reasons why such person desires to appear and to be heard, as well as all documents and writings that such person wants the Court to consider, including any legal and evidentiary support. Any such filings with the Court must also be served upon each of the following

counsel (by e-mail or hand, first-class U.S. mail, or express service) such that they are received no later than June 24, 2022:

*Counsel for Plaintiffs:*

**Halloran Farkas + Kittila LLP**

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35. Unless the Court orders otherwise, any person or entity who or that does not make his, her, or its objection in the manner described above shall be deemed to have waived his, her, or its right to object to any aspect of the Settlement and Plaintiff's Counsel's application for an Attorneys' Fees and Expenses Award and shall be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement or the requested attorneys' fees and litigation expenses, or from otherwise being heard

**concerning the Settlement or the requested attorneys' fees and litigation expenses in this or any other proceeding.**

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

36. This Notice contains only a summary of the terms of the Settlement. For more detailed information about the matters involved in the Action, you may view the papers on file in the Action, including the Stipulation, during regular office hours at the Office of the Register in Chancery in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801. Additionally, if you have questions regarding the Settlement, you may write or call the following representative for Plaintiff's Counsel: Theodore A. Kittila, Halloran Farkas + Kittila LLP, 5801 Kennett Pike, Suite C/D, Wilmington, Delaware 19807, telephone: (302) 257-2011.

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

Dated: May 23, 2022

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