



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE SANTANDER CONSUMER USA
HOLDINGS INC. STOCKHOLDERS'
LITIGATION

CONSOLIDATED
C.A. No. 2022-0689-LWW

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated October 14, 2024 (the “**Stipulation**”), is entered into by and among: (i) lead plaintiffs The Liverpool Limited Partnership and Elliott International L.P. (together, “**Lead Plaintiffs**”), on behalf of themselves and all other members of the Court-certified Class (as defined in paragraph 1(d) below); (ii) additional plaintiffs Lycoming County Employees’ Retirement System and Central Laborers’ Pension Fund (with Lead Plaintiffs, “**Plaintiffs**”); and (iii) defendants Santander Holdings USA, Inc. (“**SHUSA**”); Banco Santander, S.A. (“**Banco Santander**”); and Homaira Akbari, Juan Carlos Alvarez de Soto, Leonard Coleman Jr., Stephen A. Ferriss, Victor Hill, Edith E. Holiday, Javier Maldonado, and Mahesh Aditya (together, the “**Director Defendants**,” and together with SHUSA and Banco Santander, “**Defendants**”) (Plaintiffs and Defendants, together, the “**Parties**”).¹ Upon the terms

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

and subject to the conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and Final disposition of the Claims asserted against Defendants in the above-captioned consolidated stockholder Class action (the “**Action**”).

WHEREAS:

A. On August 24, 2021, Santander Consumer USA Holdings Inc. (“**SCUSA**” or the “**Company**”) announced that it had entered into a definitive agreement with SHUSA, whereby SHUSA would acquire all outstanding SCUSA shares not already owned by SHUSA for \$41.50 per share in cash (the “**Acquisition**”) pursuant to a tender offer (the “**Tender Offer**”).

B. On September 7, 2021, SCUSA filed with the U.S. Securities and Exchange Commission (“**SEC**”) its Schedule 14D-9, including its Solicitation/Recommendation Statement (the “**14D-9**”).

C. On September 7, 2021, SHUSA and Banco Santander filed a Tender Offer Statement on Schedule TO (together with the 14D-9, the “**Solicitation Statements**”).

D. Between September 7, 2021 and January 27, 2022, the Tender Offer was extended fourteen times.

E. On January 27, 2022, the Tender Offer closed and, on January 31, 2022, the Acquisition closed.

F. On August 5, 2022, following a books and records investigation pursuant to 8 *Del. C.* § 220, Lead Plaintiffs filed a Verified Class Action Complaint (the “**Original Complaint**”) alleging breaches of fiduciary duty against (i) Defendants and (ii) Robert J. McCarthy, William F. Muir, and William Rainer (the “**Special Committee Members**”), who together comprised a special committee of SCUSA’s board tasked with negotiating the terms of the Acquisition on SCUSA’s behalf.

G. On August 16, 2022, Lycoming County Employees’ Retirement System and Central Laborers’ Pension Fund filed a Verified Class Action Complaint in *Lycoming County Employees’ Retirement System, et al., v. Santander Holdings USA, Inc. et al.*, C.A. No. 2022-0723-LWW (the “**Lycoming Action**”) making similar allegations regarding the Acquisition.

H. On September 19, 2022, the Court granted an order consolidating the Action and the *Lycoming* Action.

I. On October 20, 2022, Defendants answered the Original Complaint.

J. On January 5, 2023, Plaintiffs dismissed their claims against the Special Committee Members without prejudice.

K. In 2023 and 2024, the Parties conducted extensive fact discovery, including: (i) the production of (a) more than 125,000 documents by Defendants totaling more than 1.25 million pages and (b) nearly 20,000 documents by third parties totalling more than 90,000 pages; (ii) more than 25 depositions, many of which lasted multiple days; and (iii) propounding, responding, and objecting to interrogatories.

L. On January 16, 2024, the Court entered the Stipulation and Order Regarding Class Certification, certifying a non-opt out Class and appointing Lead Plaintiffs as representatives for the Class and Bernstein Litowitz Berger & Grossmann LLP (“**Lead Counsel**”) as lead counsel for the Class.

M. In 2024, the Parties conducted extensive expert discovery, including (i) the exchange of five opening expert reports; (ii) the exchange of six rebuttal expert reports; and (iii) seven expert depositions.

N. On February 28, 2024, the Parties participated in an initial mediation session before the Honorable Layn R. Phillips (the “**Mediator**”). The initial mediation session was not successful, but talks continued intermittently over the next several months.

O. On April 5, 2024, Defendants filed a Motion for Protective Order and to Quash Plaintiffs’ Requests for Further Depositions of Defendants’ outside attorney Edward Herlihy and in-house attorney Christopher Pfirman. On June 3,

2024, following briefing and oral argument, the Court granted Defendants' motion in part and denied it in part.

P. On April 9, 2024, Plaintiffs filed a Motion for Leave to File a Verified Amended Class Action Complaint (the "**Amended Complaint**" or "**Complaint**"), which was granted on May 9, 2024. The Amended Complaint asserted three counts for breach of fiduciary duty: (i) Count I against SHUSA and Banco Santander in their capacities as controlling stockholders of SCUSA for causing the Company to enter into the allegedly unfair Acquisition; (ii) Count II for breach of fiduciary duty against the Director Defendants for approving the allegedly unfair Acquisition; and (iii) Count III against all Defendants for issuing allegedly materially misleading and incomplete Solicitation Statements.

Q. Counts I and II of the Amended Complaint alleged that (i) SHUSA and Banco Santander had an informational advantage relative to market participants and timed the Acquisition process to benefit themselves at the SCUSA unaffiliated stockholders' expense; (ii) the Special Committee Members lacked independence and retained a conflicted financial advisor; (iii) the Special Committee Members failed to, *inter alia*, negotiate for a minority stockholder approval condition, any allocation of synergies created through the Acquisition, or otherwise simulate what one would expect from an arm's-length negotiation; and (iv) the resulting price was unfair, including because it did not include any of the synergies or other benefits that

SHUSA and Banco Santander expected to achieve through the Acquisition and did not reflect value-enhancing information unknown to the market.

R. Count III of the Amended Complaint alleged that the Solicitation Statements failed to disclose (i) projections that were approved by SCUSA's board between signing and Closing and that were materially higher for the years 2021 and 2022 than the previously disclosed projections; (ii) meaningful relationships between two of the Special Committee Members, on the one hand, and SHUSA's Chairman, on the other hand; and (iii) the correct timing of certain discussions between the Special Committee's financial advisor and SCUSA's CEO relating to the Acquisition.

S. In defending the Action, Defendants asserted, among other things, that (i) the terms of the Acquisition were entirely fair to Plaintiffs and the Class; (ii) the process leading to the Acquisition was entirely fair to Plaintiffs and the Class; (iii) the Special Committee operated as an effective bargaining agent for SCUSA's unaffiliated stockholders in the Acquisition process; (iv) no SCUSA stockholder was harmed by the Acquisition; (v) doctrines of acquiescence, waiver, estoppel, or similar doctrines might apply; (vi) Count III of the Amended Complaint was barred by laches; and (vii) Plaintiffs' claims were barred, in whole or in part, by the limitations on personal liability set forth in Article VIII of SCUSA's Certificate of Incorporation and 8 *Del. C.* § 102(b)(7).

T. The relief sought in the Amended Complaint included requests for (i) a finding that all Defendants were liable for breaching their fiduciary duties owed to Plaintiffs and the Class; (ii) damages, including, but not limited to, compensatory, equitable, and rescissory damages; (iii) pre-judgment and post-judgment interest; (iv) reasonable attorneys' and experts' witness fees and other costs; and (v) such other relief as the Court deemed just and equitable.

U. On June 7, 2024, Plaintiffs filed a Motion for an Adverse Inference Due to Spoliation of Evidence. Following briefing, the Court heard oral argument on Plaintiffs' motion on August 29, 2024 and reserved judgment.

V. On September 4, 2024, the Parties submitted the Stipulated [Proposed] Joint Pretrial Order.

W. On September 6, 2024, the Parties submitted a letter regarding a dispute over the scheduling of trial testimony.

X. On September 7, 2024, the Mediator made a double-blind recommendation to settle the Action for \$162.5 million.

Y. On September 9, 2024, the Parties accepted the Mediator's recommendation.

Z. On September 9, 2024, the Parties informed the Court of their agreement in principle to settle the Action and agreed to suspend all upcoming deadlines in the Action.

AA. The pretrial conference was scheduled to occur on September 9, 2024, at 4:00 p.m. and pretrial briefs were to be filed on or before September 11, 2024.

BB. Trial was scheduled to take place for five consecutive days over the week of September 16-20, 2024.

CC. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement among the Parties to resolve the Action.

DD. Plaintiffs, through Plaintiffs' Counsel, have conducted an investigation and pursued extensive discovery relating to the claims and the underlying events alleged in the Action. Lead Counsel has analyzed the evidence adduced during the investigation and discovery as described above and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations between the Parties have provided Lead Plaintiffs with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiffs' and Defendants' respective positions in the Action.

EE. Based upon their investigation, prosecution, and mediation of the Action, Lead Plaintiffs and Lead 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 and in their best interests. Based on Plaintiffs' direct oversight of the prosecution of the Action, along with the input of

Lead 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.

FF. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiffs and 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 at all relevant times they acted properly, in good faith, and in a manner consistent with their legal duties. Accordingly, Defendants 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 Plaintiffs' claims against Defendants. 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.

GG. The Parties recognize that the Action has been filed and prosecuted by Plaintiffs in good faith and defended by Defendants in good faith and further that the Settlement Amount 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 and with the assistance of the Mediator.

NOW, THEREFORE, it is **STIPULATED AND AGREED**, by and among Plaintiffs (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Plaintiffs and the Class, the sufficiency of which is acknowledged, the Claims asserted in the Action on behalf of Plaintiffs and the Class against Defendants shall be finally and fully settled, compromised, and dismissed with prejudice, the Released Plaintiffs' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Defendants' Persons, and the Released Defendants' Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiffs' Persons, in the manner set forth herein.

I. DEFINITIONS

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

(a) “**Additional Plaintiffs**” means Central Laborers’ Pension Fund and Lycoming County Employees’ Retirement System.

(b) “**Additional Plaintiffs’ Counsel**” means Block & Leviton LLP and Kessler Topaz Meltzer & Check LLP.

(c) “**Claims**” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, counterclaims, defenses, set-offs, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, disgorgement, reimbursement, attorneys’ fees or expenses, expert or consulting fees or expenses, 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, asserted or unasserted, discovered or undiscovered, apparent or not apparent, foreseen or unforeseen, vested or unvested, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent, whether known or unknown, whether individual, class, representative, legal, equitable or of any other

type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common, civil, administrative, or other law or rule.

(d) **“Class”** means the class as defined in the Stipulation and Order Regarding Class Certification, which was granted by the Court on January 22, 2024, i.e., a non-opt-out class consisting of all former holders of SCUSA common stock as of the January 31, 2022 closing of the Acquisition (the **“Closing”**) who received \$41.50 per share in cash in exchange for their shares of SCUSA common stock in connection with the Acquisition, whether beneficial or of record, including as necessary for relief the legal representatives, heirs, successors-in-interest, transferees, and assignees of all such foregoing holders, but excluding (i) Defendants in this Action; (ii) any person who is, or was at the time of the Closing, an officer, director, or partner of SCUSA, SHUSA, and/or Banco Santander; (iii) the immediate family members of any of the foregoing; (iv) any trusts, estates, entities, or accounts that held SCUSA common stock for the benefit of any of the foregoing; and (v) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of (i)-(iv).

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

(f) **“Defendants’ Counsel”** means Wachtell, Lipton, Rosen & Katz and Ross Aronstam & Moritz LLP.

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

(h) “**Effective Date**” means the first date by which all of the events and conditions specified in paragraph 30 of this Stipulation have been met and have occurred or have been waived.

(i) “**Escrow Account**” means the interest-bearing escrow account to be established and maintained at Citibank, N.A. and into which the Settlement Amount shall be deposited.

(j) “**Escrow Agent**” means Citibank, N.A.

(k) “**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 attorneys' fees 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 otherwise affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

(l) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(m) “**Litigation Expenses**” means the costs and expenses incurred by Plaintiffs' Counsel in connection with commencing, prosecuting, and settling the Action, for which Plaintiffs' Counsel intend to apply to the Court for payment from the Settlement Fund.

(n) “**Net Settlement Fund**” means the Settlement Fund, less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any Court-awarded attorneys' fees and/or Litigation Expenses to Plaintiffs' Counsel to be paid from the Settlement Fund, including any incentive awards to Plaintiffs to be deducted solely from any award of attorneys' fees to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court.

(o) “**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 mailed (or emailed) to potential Class Members.

(p) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator, Escrow Agent, and/or Plaintiffs’ Counsel in connection with: (i) providing Notice to the Class; and (ii) administering the Settlement, including the costs, fees, and expenses incurred in connection with the Escrow Account.

(q) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice, to be approved by the Court, whereby the Net Settlement Fund shall in the future be distributed to Class Members.

(r) “**Plaintiffs’ Counsel**” means Lead Counsel and Additional Plaintiffs’ Counsel.

(s) “**Released Claims**” means, collectively, the Released Plaintiffs’ Claims and the Released Defendants’ Claims.

(t) “**Released Defendants’ Claims**” means any and all Claims, including Unknown Claims, that arise out of or relate to the institution, prosecution, or settlement of the claims asserted in the Action, excluding Claims relating to the enforcement of the Settlement.

(u) **“Released Defendants’ Persons”** means Defendants, the Special Committee Members, and Defendants’ Counsel, and their past or present families, parents, subsidiaries, affiliates, assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, independent certified public accountants, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates, or personal or legal representatives.

(v) **“Released Persons”** means, collectively, the Released Plaintiffs’ Persons and the Released Defendants’ Persons.

(w) **“Released Plaintiffs’ Claims”** means any and all Claims, including Unknown Claims, that Plaintiffs or any other Class Member (i) asserted in the Complaint, or (ii) could have asserted in the Complaint or in any other forum that directly or indirectly are based on, arise out of, or relate to the same set of operative facts as those set forth in the Complaint and relate to the ownership of SCUSA common stock as of the Closing of the Acquisition, excluding Claims relating to the enforcement of the Settlement.

(x) “**Released Plaintiffs’ Persons**” means Plaintiffs, their attorneys (including Plaintiffs’ Counsel), and the other Class Members, and their past or present families, parents, subsidiaries, affiliates, assigns, assignees, predecessors, or successors, as well as any and all of their current or former officers, directors, managing directors, executives, employees, trusts, trustees, associates, partners, limited partners, general partners, partnerships, principals, members, managers, joint ventures, stockholders, members of their immediate families, agents or other persons acting on their behalf, underwriters, insurers, reinsurers, attorneys, advisors, consultants, bankers, financial advisors, publicists, independent certified public accountants, auditors, accountants, successors, assigns, creditors, administrators, heirs, estates, or personal or legal representatives.

(y) “**Releases**” means the releases set forth in paragraphs 3-4 of this Stipulation.

(z) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing Notice of the Settlement and scheduling Settlement-related events.

(aa) “**Settlement**” means the resolution of the Action as against Defendants on the terms and conditions set forth in this Stipulation.

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

(cc) “**Settlement Amount**” means \$162,500,000.00 (U.S. Dollars) in cash.

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

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

(ff) “**Special Committee Members**” means Robert J. McCarthy, William F. Muir, and William Rainer.

(gg) “**Summary Notice**” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

(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) “**Unknown Claims**” means any Claims that Plaintiffs or any other Class Member or any Defendant or the Special Committee Members do not know or suspect to exist in his, her, or its favor at the time of the Release of the Released Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, Plaintiffs and Defendants shall expressly waive, and each of the other Class Members and each of the Special Committee Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Parties acknowledge 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 to completely, fully, finally, and forever extinguish any and all Released Plaintiffs' Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. Plaintiffs and Defendants acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action; and (ii) the Releases provided for under this Stipulation.

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiffs and each of the other Class Members shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Plaintiffs' Claims against Defendants and the other Released Defendants' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims against any of the Released Defendants' Persons.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants and the Special Committee Members shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, discharged, and dismissed with prejudice any and all Released Defendants' Claims against Plaintiffs and the other Released Plaintiffs' Persons, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Defendants' Claims against any of the Released Plaintiffs' Persons.

5. Notwithstanding paragraphs 3-4 above, nothing in the Judgment shall bar any action by any of the Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

III. SETTLEMENT CONSIDERATION

6. No later than thirty (30) calendar days after the latter of the date of entry of the Scheduling Order or Defendants' receipt of information and instructions required to effectuate payment in satisfaction of this paragraph, Defendants shall pay, or cause their insurers to pay, the \$162,500,000.00 Settlement Amount into the Escrow Account. Information required to effectuate payment includes provision to Defendants of an executed current year IRS Form W-9 for the Escrow Account and any reasonable payee information Defendants require to complete payment by wire

or check. For the avoidance of doubt, the Settlement Amount is the entire amount, inclusive of all fees and costs, to be paid by the Defendants, and in no event will Defendants be required to make any additional payment, except as provided under paragraphs 22-23 below.

7. Payment of the Settlement Amount made by wire transfer shall be made into the Escrow Account pursuant to wire instructions to be provided in writing by Lead Counsel and/or the Escrow Agent. Lead Counsel and/or the Escrow Agent will provide contact information of an agent to confirm wire instructions verbally. Payment of the Settlement Amount by check shall be made into the Escrow Account pursuant to mailing instructions to be provided in writing by Lead Counsel and/or the Escrow Agent, including provision of a physical address and contact person.

IV. USE OF SETTLEMENT FUND

8. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court to Plaintiffs' Counsel from the Settlement Fund, including any incentive awards to Plaintiffs to be deducted solely from any award of attorneys' fees to Plaintiffs' Counsel; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court. 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 Class Members in accordance with the Plan of Allocation or, if Lead Counsel, in consultation with the Settlement Administrator, determines that redistribution would not be cost-effective, transferred to the Combined Campaign for Justice.

9. Lead Counsel shall arrange for the Escrow Account to be established with Citibank, N.A. as the Escrow Agent, subject to an escrow agreement between Lead Counsel and the Escrow Agent (the “**Escrow Agreement**”). The Escrow Account shall be administered under the Court’s continuing supervision and control. In the event that the appointment of a replacement Escrow Agent is required, the substituted Escrow Agent must be a nationally recognized bank, whose appointment is subject to the consent of Defendants, which is not to be unreasonably withheld. To the extent that there is any ambiguity or inconsistency when this Stipulation and the Escrow Agreement are read together, the terms of this Stipulation shall control.

10. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further

order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. All risks related to the investment of the Settlement Fund shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from Defendants.

11. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulations § 1.468B-1 and that Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury

Regulations § 1.468B-2(k)) for the Settlement Fund. Lead Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Lead Counsel the statement described in Treasury Regulations § 1.468B-3(e). Lead Counsel, as administrator of the Settlement Fund within the meaning of Treasury Regulations § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulations § 1.468B-1(j), to cause the qualified settlement fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

12. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Lead Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph 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.

13. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons,

Defendants' insurance carriers, and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Class Members to deposit settlement funds distributed by the Settlement Administrator.

14. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Defendants or further order of the Court, all reasonable Notice and Administration Costs actually incurred and paid or payable. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the reasonable administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the reasonable fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all reasonable Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

15. In connection with the Settlement, Plaintiffs' Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses (the "**Fee and Expense Award**") to be paid solely from (and out of) the Settlement Fund. In connection with Plaintiffs' Counsel's application for a Fee and Expense Award, Plaintiffs may petition the Court for incentive awards (the "**Incentive Awards**") to be paid solely from any Fee and Expense Award to Plaintiffs' Counsel. Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

16. The Fee and Expense Award shall be paid to Lead Counsel, and any Incentive Awards approved by the Court shall be paid 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, subject to Plaintiffs' Counsel's and Lead Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award or any Incentive Awards are reduced or reversed and

such order reducing or reversing the award has become Final. Plaintiffs' Counsel and Plaintiffs shall make the appropriate refund or repayment in full no later than twenty (20) business days after: (i) receiving from Defendants' Counsel notice of the termination of the Settlement; or (ii) any order reducing or reversing the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. In the event that the Court does not award attorneys' fees or expenses, or in the event the Court makes an award in an amount that is less than the amount requested by Plaintiffs' Counsel or is otherwise unsatisfactory to Plaintiffs' Counsel, or in the event that any such award is vacated or reduced on appeal, this Stipulation and the Settlement, including the effectiveness of the Releases and other obligations of the Parties under the Settlement, nevertheless shall remain in full force and effect. Neither Plaintiffs nor Plaintiffs' Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

17. Lead Counsel shall allocate the attorneys' fees awarded amongst Plaintiffs' Counsel in a manner which it, in its discretion, believes reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or

liability whatsoever with respect to the allocation or award of the Fee and Expense Award, if any, to Plaintiffs' Counsel.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

18. As soon as practicable after execution of this Stipulation, Lead Plaintiffs shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit A**, providing for, among other things: (i) the dissemination by mail (or email) of the Notice; (ii) the publication of the Summary Notice; and (iii) the scheduling of the Settlement Hearing to consider: (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (c) Plaintiffs' Counsel's application for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, and approval of the proposed Plan of Allocation, and (d) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in the Scheduling Order may be changed by the Court without further written notice to the Class.

19. The Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

VII. SETTLEMENT ADMINISTRATION

20. Lead Plaintiffs shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class Members. Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

21. Defendants shall cooperate with Lead Plaintiffs in providing notice of the Settlement and administering the Settlement, including providing the "Class Member Records" in accordance with paragraph 22 below and the "Payment Records" in accordance with paragraph 23 below. All information provided by Defendants in accordance with paragraphs 22, 23, and 24 is to be used solely to the extent necessary to effectuate the Settlement.

22. For purposes of providing notice of the Settlement to potential Class Members, no later than two (2) business days after the date of execution of this Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs' Counsel, or the Settlement Administrator, will cause to be provided to the Settlement Administrator or Lead Counsel in an electronically searchable form, such as Excel, the stockholder register from the Company's stock transfer agent containing the names, mailing addresses and, if available, email addresses for all registered holders of SCUSA

common stock (“**Registered Holders**”) as of the Closing of the Acquisition (the “**Class Member Records**”).

23. For purposes of distributing the Net Settlement Fund to eligible Class Members, no later than five (5) business days after the date of execution of this Stipulation, Defendants, at no cost to the Settlement Fund, Plaintiffs’ Counsel, or the Settlement Administrator, will cause to be provided to the Settlement Administrator or Lead Counsel in an electronically searchable form, such as Excel, the following information (the “**Payment Records**”):

(a) for each of the Registered Holders as of the Closing who received \$41.50 per share in cash (the “**Merger Consideration**”) in exchange for their shares of SCUSA common stock in connection with the Acquisition, the number of shares of SCUSA common stock held by those persons and entities as of the Closing;

(b) the allocation or “chill” report generated by the DTC in anticipation of the Acquisition to facilitate the allocation of the Merger Consideration to holders of shares of SCUSA common stock (the “**Allocation Report**”), which shall include, for each DTC participant, the number of shares of SCUSA common stock reflected on the Allocation Report used by DTC to distribute the Merger Consideration; and

(c) a schedule of persons and entities that Defendants have identified to be excluded from the Class by definition (“**Excluded Stockholders**”), and for each of the Excluded Stockholders: (i) an indication of whether the Excluded Stockholder was, as of the Closing, either a Registered Holder or a beneficial holder of shares of SCUSA common stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“**Beneficial Holder**”); (ii) the number of shares of SCUSA common stock owned by the Excluded Stockholder as of the Closing that were exchanged for the Merger Consideration (“**Excluded Shares**”); and (iii) for each of the Excluded Stockholders that is a Beneficial Holder, the name and “DTC Number” of the financial institution(s) where their Excluded Shares were held and the Excluded Person’s account number(s) at such financial institution(s).

24. At the request of Lead Counsel, Defendants will use reasonable efforts to provide such additional information as may be reasonably required to distribute the Net Settlement Fund to eligible Class Members and not to Excluded Stockholders and shall use their reasonable efforts to obtain suppression letters from Excluded Stockholders and/or Excluded Stockholders’ brokers if requested to do so by DTC.

25. No Excluded Stockholders shall 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), 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.

26. The Net Settlement Fund shall be distributed to eligible Class Members in the 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 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. Lead Plaintiffs and Lead 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. Defendants and the other Released Defendants' Persons 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.

27. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award, including any Incentive Awards to Plaintiffs to be solely from any Fee and Expense Award, have

been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the “**Class Distribution Order**”). At such time that Lead Counsel, in its sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Lead Counsel shall apply to the Court, on notice to Defendants’ Counsel, for the Class Distribution Order.

28. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiffs, Defendants, and the other Released Defendants’ Persons 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; the nonperformance of the Settlement Administrator or a nominee holding shares of SCUSA common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

29. 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.

VIII. CONDITIONS OF SETTLEMENT

30. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver in writing by the Parties of all of the following conditions, which the Parties shall use their respective best efforts to achieve:

(a) the full amount of the \$162,500,000.00 Settlement Amount has been paid into the Escrow Account in accordance with paragraph 6 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) Defendants have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(d) Lead Plaintiffs have not exercised their option to terminate the Settlement pursuant to the provisions of this Stipulation;

(e) the Court has approved the Settlement as described herein, following notice to the Class and a hearing, and entered the Judgment, substantially in the form attached hereto as **Exhibit D**; and

(f) the Judgment has become Final.

31. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants, their respective insurance carriers, or any other person or entity who or which paid any portion of the Settlement Amount in or to

the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

32. Lead Plaintiffs (provided Lead Plaintiffs unanimously agree amongst themselves) and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (i) the Court’s final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (ii) the Court’s final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (iii) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (iv) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Lead Plaintiffs shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so to Defendants within thirty (30) calendar days of any failure of Defendants to pay or cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with paragraph 6 above. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an

application by Plaintiffs' Counsel for a Fee and Expense Award, including any application by Plaintiffs for Incentive Awards, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

33. If (i) Lead Plaintiffs exercise their right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) Lead Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the Parties' agreement-in-principle to settle the Action reached on September 9, 2024;

(c) The terms and provisions of this Stipulation, with the exception of this paragraph 33 and paragraphs 14, 16, 34, and 56 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty (20) business days after joint written notification of termination is sent by Defendants' Counsel and Lead Counsel to the Escrow

Agent, the Settlement Fund (after giving effect to any change in value as a result of the investment of the Settlement Fund and including any funds received by Plaintiffs' Counsel consistent with paragraph 16 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants' Counsel to Lead Counsel). In the event that the funds received by Lead Counsel consistent with paragraph 16 above have not been refunded to the Settlement Fund within the twenty (20) business days specified in this paragraph, those funds shall be refunded by the Escrow Agent to Defendants and/or such other person or entity contributing to the payment of the Settlement Amount, with the refund allocated according to the respective contributions to the Settlement Amount (according to instructions to be provided by Defendants' Counsel to Lead Counsel) immediately upon their deposit into the Escrow Account consistent with paragraph 16 above.

X. NO ADMISSION OF WRONGDOING

34. Neither this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the

execution of this Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiffs or the validity of any Claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiffs' Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiffs' Persons that any of their Claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaints would not have exceeded the Settlement Amount or with respect to any liability, negligence,

fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiffs' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement. Notwithstanding anything to the contrary in this Agreement or otherwise, Defendants may file or use this Stipulation and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; or (iii) to support a claim for contribution and/or indemnification.

XI. MISCELLANEOUS PROVISIONS

35. 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 this Stipulation shall prevail.

36. Each of the Defendants warrants that, as to the payments made or to be made on behalf of him, her, or it, at the time of entering into this Stipulation and at the time of such payment he, she, or it, or to the best of his, her, or its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by or on behalf of them render them insolvent, within the meaning of and/or for the purposes of the U.S. Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by each of the Defendants and not by their counsel.

37. 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 Lead Plaintiffs, Lead Plaintiffs 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 Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Lead Plaintiffs and Defendants shall be restored to their respective positions in the litigation as provided in paragraph 33 above and any cash amounts in the Settlement

Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund) shall be returned as provided in paragraph 33 above.

38. The Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or that could be asserted by Lead Plaintiffs and any other Class Members against Defendants with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their 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 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 Parties, 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.

39. While retaining their right to deny that the Claims asserted in the Action were meritorious, Defendants and their 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. Likewise, Plaintiffs and their counsel, in any statement made to any media representative (whether or not for attribution) will

not assert that the Action was defended in bad faith, nor will they deny that the Action was defended in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiffs and their counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party or Released Persons 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.

40. 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 Parties (or their successors-in-interest).

41. The headings herein are used for the purpose of convenience only and are not meant to have legal effect. The use of the word “including” herein shall mean “including without limitation.”

42. 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.

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

44. 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

jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and Litigation Expenses to Plaintiffs' Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Class Members.

45. The waiver by one Party of any breach of this Stipulation by any other Party shall not be deemed a waiver of such breach by any other Party or a waiver by the waiving Party of any other prior or subsequent breach of this Stipulation.

46. This Stipulation and its Exhibits constitute the entire agreement among the Parties concerning the Settlement and this Stipulation and its Exhibits. Each Party acknowledges that no other agreements, representations, warranties, or inducements have been made by or on behalf of any Party concerning this Stipulation or its Exhibits other than those contained and memorialized in such documents.

47. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, DocuSign, or 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.

48. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Party may merge, consolidate, or

reorganize. The Parties acknowledge and agree, for the avoidance of doubt, that the Released Defendants' Persons and the Released Plaintiffs' Persons are intended beneficiaries of this Stipulation and are entitled to enforce the Releases contemplated by the Settlement.

49. 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, except to the extent that federal law requires that federal law govern.

50. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court to the extent the Court has jurisdiction over the claims and parties to such action or proceedings.

51. This Stipulation shall not be construed more strictly against one 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 Parties, it being recognized that it is the result of arm's-length negotiations among the Parties and that all Parties have contributed substantially and materially to the preparation of this Stipulation.

52. 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 this Stipulation to effectuate its terms.

53. Lead Counsel and Defendants' Counsel 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 using their respective 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.

54. If any Party is required to give notice to another 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:

Bernstein Litowitz Berger & Grossmann LLP
Attn: Edward G. Timlin, Esq.
1251 Avenue of the Americas
New York, NY 10020
(212) 554-1400
Edward.Timlin@blbglaw.com

If to Defendants:

Wachtell, Lipton, Rosen & Katz
Attn: Ryan A. McLeod, Esq.
51 West 52nd Street
New York, NY 10019
(212) 403-1000
RAMcLeod@wlrk.com

55. Except as otherwise provided herein, each Party shall bear its own costs.

56. All agreements made and orders entered during the course of the Action relating to the confidentiality of information shall survive this Settlement. The Parties agree that all nonpublic materials and information exchanged during the course of discovery will remain confidential and not be shown, disclosed, distributed, or relied upon by the other Party, except to the extent necessary to effectuate the Settlement.

57. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall keep all negotiations, discussions (including during mediation), acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential, except to the extent necessary regarding a determination of insurance coverage.

58. 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 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.

IN WITNESS WHEREOF, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 14, 2024.

[Signatures Begin on Next Page]

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