

EXHIBIT 1

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

TIM WALSH, JULIE WALSH,
GREGORY KETCHUM, PATRICIA
KETCHUM, PETER MURPHY, SAM
PETERSON, and FRANK BACA, on
Behalf of Themselves and All Others
Similarly Situated,

Plaintiffs,

v.

CLIFFORD M. BUCHHOLZ, MICHAEL J.
HEROLD, RYAN A. MARTORANO,
MICK A. OCCHIATO, FRANK R.
RAMIREZ, BRENT M. T. KEELE,
STEPHEN D. TEBO, JERRY
MORGENSEN, JAMES L. PARKE,
JOSEPH D. SCHOFIELD, III, ST.
RENATUS, LLC, and SR MERGER SUB,
LLC,

Defendants.

Case No.: 0:19-cv-01856-JWB-DTS

STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Stipulation" or "Settlement") is made and entered into in the above-captioned action ("Action") by and among the following parties, and by and through their respective counsel: (i) class representatives, plaintiffs Sam Peterson and Frank Baca ("Class Representatives") on their own behalf and on behalf of the Class (as defined below); (ii) defendants Clifford M. Buchholz, Michael J. Herold, Ryan A. Martorano, and Mick A. Occhiato (the "Apollonia Defendants"); and (iii) defendants Frank R. Ramirez, Brent M.T. Keele, Stephen D. Tebo, Jerry Morgensen, James L. Parke, and Joseph D. Schofield, III, and St. Renatus, LLC (the "St. Renatus Defendants"). This Stipulation is intended by the Settling Parties (as defined below) to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined below), subject to the approval of the U.S. District Court for the District of Minnesota (the "Court") pursuant to Rule 23(e) of the Federal Rules of Civil Procedure.

I. RELEVANT BACKGROUND

A. Commencement of the Action

This certified class action lawsuit challenges the fairness of the April 2019 unit-for-unit acquisition of Apollonia, LLC ("Apollonia") by St. Renatus, LLC ("St. Renatus"), pursuant to which the former-unitholders of Apollonia received 200,000 St. Renatus common units representing approximately 10% of the combined-company (the "Merger").

On June 3, 2019, plaintiffs Tim Walsh, Julie Walsh, Gregory Ketchum, Patricia Ketchum, Peter Murphy, Cary Basnar, and Frank Baca commenced this Action in the District Court of Hennepin County, Fourth Judicial District, State of Minnesota, against the Apollonia Defendants, the St. Renatus Defendants, and SR Merger Sub, LLC.

On July 15, 2019, the Action was removed to federal court by the St. Renatus Defendants. ECF No. 1.

On November 26, 2019, plaintiffs Tim Walsh, Julie Walsh, Gregory Ketchum, Patricia Ketchum, Peter Murphy, Sam Peterson, and Frank Baca ("Plaintiffs") filed the operative Amended Complaint Based Upon Self-Dealing and Breach of Fiduciary Duty (the "Amended Complaint"), which asserts breach of fiduciary duty claims against the Apollonia Defendants and aiding and abetting claims against the St. Renatus Defendants arising out of the Merger.¹ ECF No. 27.

On December 10, 2019, the Apollonia Defendants filed their Answer to the Amended Complaint and Affirmative Defenses. ECF No. 28.

On December 16, 2019, the St. Renatus Defendants filed their Answer to the Amended Complaint. ECF No. 29.

On February 3, 2020, Plaintiffs moved for class certification. ECF No. 32. After full briefing by the parties, the Court granted class certification in an order and opinion dated August 24, 2020 ("Class Certification Order"). ECF No. 67. The Class Certification Order appointed plaintiffs Sam Peterson and Frank Baca as Class Representatives and appointed Robbins LLP as lead class counsel ("Lead Class Counsel"). *Id.*

On September 30, 2022, Plaintiffs filed a motion seeking approval of the class notice plan and the appointment of the notice administrator. ECF No. 191. On October 11, 2022, the Court granted Plaintiffs' motion, approved the proposed class notice and notice plan,

¹ Plaintiff Cary Basnar was voluntarily dismissed from the Action. ECF No. 20.

appointed A.B. Data, Ltd. as the notice administrator, and set December 22, 2022 as the date for Class Members (defined below) to request exclusion from the certified Class. ECF No. 195. Following dissemination of individual notice to the approximately three hundred Class Members, only seven (7) persons/entities requested exclusion and/or opted-out of the Class (defined below).

B. Discovery Conducted to Date

The Settling Parties have undertaken extensive fact and expert discovery relating to the breach of fiduciary duty and aiding and abetting claims at issue in this Action. Specifically, Lead Class Counsel has reviewed tens of thousands of pages of documents and other materials produced by the Apollonia Defendants and the St. Renatus Defendants in response to numerous discovery requests, including e-mail communications, board materials, financial data, analyst reports, and regulatory filings and clinical data.

Lead Class Counsel has also reviewed documents and other materials produced in response to the subpoenas issued to twelve third-parties, including, among others: (i) Palladian Valuation, LLC (Apollonia's financial advisor in connection with the Merger); (ii) Regions Securities LLC (investment bank that ran joint sales process for Apollonia and St. Renatus); (iii) Blue Ocean Enterprises, Inc. ("Blue Ocean") (St. Renatus' largest outside investor); (iv) Dr. Mark Kollar, D.D.S. (co-founder of Apollonia and St. Renatus); (v) Terence Tucker (special advisor retained by Apollonia and St. Renatus); and (vi) James Mulvahill (co-founder of Apollonia and St. Renatus).

Since December 2020, Lead Class Counsel has deposed numerous party and third-party witnesses that played a role in the Merger, the management of Apollonia and/or St.

Renatus, and/or the efforts to sell both companies, including: (i) Frank R. Ramirez (St. Renatus' Chief Executive Officer ("CEO") at the time of the Merger); (ii) Clifford M. Buchholz (Apollonia board member); (iii) Andrew Silver (lead financial advisor that prepared Apollonia's fairness opinion); (iv) Dr. Bryan Clay, M.D. (holder of intellectual property rights related to Apollonia and St. Renatus); (v) Mick A. Occhiato (Apollonia board member); (vi) Daniel Hull (former chairman of Apollonia's board); (vii) Steve Merrick (former CEO of St. Renatus); (viii) Ryan A. Martorano (Apollonia board member); (ix) Stephen D. Tebo (St. Renatus board member); (x) James L. Parke (St. Renatus board member and Blue Ocean designee); (xi) Joseph D. Schofield, III (St. Renatus board member); (xii) Brent M. T. Keele (St. Renatus board member and Blue Ocean designee); (xiii) Terence Tucker (special advisor retained to Apollonia and St. Renatus); (xiv) Curt Richardson (owner of Blue Ocean); (xv) Brent M. T. Keele (person most knowledgeable for Blue Ocean); (xvi) James P. Mulvahill (co-founder of Apollonia and St. Renatus); (xvii) Michael J. Herold (chairman of Apollonia board); (xviii) Dr. Mark D. Kollar, D.D.S. (co-founder of Apollonia and St. Renatus); and (xix) Daniel Hoverman (person most knowledgeable for Regions Securities LLC).

Additionally, Class Representatives and the Named Plaintiffs (defined herein) responded to discovery propounded by the Apollonia Defendants and the St. Renatus Defendants, including requests for production and interrogatories. In addition, Class Representatives Frank Baca and Sam Peterson and Named Plaintiffs Tim Walsh, Gregory Ketchum, Patricia Ketchum, and Peter Murphy sat for depositions, where they were

questioned by counsel for the Apollonia Defendants and counsel for the St. Renatus Defendants over the course of several hours.

1. Expert Discovery

Extensive expert discovery was undertaken by the Settling Parties. On August 20, 2021, Lead Class Counsel served the initial reports of the Class' experts: Mathew R. Morris, CFA, CLP of Baker Tilly US, LLP (damages issues); John C. Herman, Esq. of Herman Jones LLP (intellectual property issues); and, Professor Daniel J. Morrissey, Esq., Gonzaga University School of Law (aiding and abetting liability issues).

On October 29-30, 2021, the Apollonia Defendants and the St. Renatus Defendants served rebuttal reports of Defendants' experts: Torben Voetmann, Ph.D. of the Brattle Group (damages issues); Andrew W. Torrance, Ph.D., J.D., University of Kansas School of Law (intellectual property issues); Tobin J. Reiff, CFA of Stout Risius Ross, LLC (damages issues); and, Professor Richard W. Painter, University of Minnesota, School of Law (aiding and abetting liability issues).

On November 19, 2021, Lead Class Counsel served the Class' experts' rebuttal reports.

Expert depositions were conducted between December 2021 and April 2022.

C. Summary Judgment

On July 26, 2022, Lead Class Counsel moved for partial summary judgment, asking the Court to find as a matter of law that the entire fairness standard should govern the Class' breach of fiduciary duty claim at trial. ECF Nos. 120, 141.

On the same day, the Apollonia Defendants moved for summary judgment on the breach of fiduciary duty claim asserted by the Class, while the St. Renatus Defendants separately moved for summary judgment on the aiding and abetting claim asserted by the Class. ECF Nos. 114, 134, 135, 150. The Apollonia Defendants also filed a separate motion seeking to exclude the testimony of the Class' experts Matthew R. Morris and John C. Herman. ECF Nos. 115, 116, 152. The St. Renatus Defendants also filed a separate motion seeking to exclude the testimony of the Class' experts Matthew R. Morris, John C. Herman, and Daniel J. Morrissey. ECF Nos. 128, 129.

On August 18, 2022, Lead Class Counsel filed separate oppositions to the Apollonia Defendants' motion for summary judgment and the St. Renatus Defendants' motion for summary judgment. ECF Nos. 165, 171. Lead Class Counsel also filed an omnibus opposition to the Apollonia Defendants' and St. Renatus Defendants' motions to exclude the testimony of the Class' expert witnesses. ECF No. 162. The same day, the Apollonia Defendants opposed the Class' motion for partial summary judgment. ECF No. 175.

On August 24, 2022, Lead Class Counsel filed a reply in further support of the Class' motion for partial summary judgment. ECF No. 186. The Apollonia Defendants and the St. Renatus Defendants filed reply briefs in further support of their respective motions for summary judgment and motions to exclude the testimony of the Class' expert witnesses. ECF Nos. 180, 182, 189.

On December 13, 2022, Judge David S. Doty held oral argument on the parties' respective summary judgment motions and motions to exclude the testimony of the Class' expert witnesses. The Court took the issues under submission.²

On May 11, 2023, Judge Doty entered an order that denied on all grounds the Apollonia Defendants' and St. Renuatus Defendants' respective summary judgment motions and motions to exclude the testimony of the Class' expert witnesses. ECF No. 206. At the same time, Judge Doty granted in part the Class' motion for partial summary judgment, finding that the entire fairness standard would apply at trial in this Action. *Id.* Neither the St. Renuatus Defendants nor the Apollonia Defendants moved for reconsideration of the Court's May 11, 2023 Order.

D. Reassignment of the Action and Trial Schedule

On September 25, 2023, Judge Doty entered an order setting this matter for trial on April 15, 2024. ECF No. 217.

On February 16, 2024, the parties were informed that this Action had been reassigned to Judge Jerry W. Blackwell. ECF No. 222. On February 26, 2024, Judge Blackwell vacated the April 15, 2024 trial date. ECF No. 223.

On May 8, 2024, Judge Blackwell issued an order setting this matter for trial on August 12, 2024. ECF No. 224.

On May 22, 2024, counsel for Defendants moved for a continuance of the trial date based on scheduling conflicts. ECF No. 225.

² During the hearing, Lead Class Counsel stipulated to the dismissal of defendant SR Merger Sub, LLC, since that entity ceased to exist upon consummation of the Merger.

On May 31, 2024, Judge Blackwell issued a second amended order setting this matter for trial on November 12, 2024. ECF No. 230. On August 5, 2024, Judge Blackwell issued a third amended order moving the trial date to November 15, 2024. ECF No. 231.

E. Settlement Negotiations

For several years, the Settling Parties have explored the possibility of resolution.

On January 12, 2021, at the outset of fact discovery, Lead Class Counsel and Defendants' Counsel (defined herein) participated in a virtual mediation with Robert A. Meyer, Esq. of JAMS ADR. The mediation was unsuccessful.

On November 30, 2021, following the close of fact discovery and the exchange of expert reports, a second mediation was held with Mr. Meyer in-person in Los Angeles. The mediation was unsuccessful.

Following the close of expert discovery in the spring of 2022, and in hopes of conserving party and judicial resources, Plaintiffs proposed a third mediation to occur before the dispositive motion deadline. The parties conferred but were unable to reach an acceptable framework for a third mediation.

After the parties filed the Rule 56 motions, the Court *sua sponte* ordered the parties to participate in a settlement conference with Magistrate Judge David M. Schultz, which took place on February 13, 2023. In an effort to resolve the settlement impasse, Judge Schultz made a "mediator's proposal," which the parties uniformly rejected.

Following the Court's order denying Defendants' respective summary judgment motions, Judge Schultz re-engaged the parties and set a second settlement conference for July 19, 2023. However, Judge Schultz ultimately canceled the second settlement

conference after it became apparent that the parties were unlikely to make meaningful progress toward resolution.

1. The Settlement Is Reached

Faced with the prospect of trial in the fall of 2024, the parties revisited settlement discussions in the spring of 2024. The parties exchanged detailed mediation statements and engaged in a full-day in-person mediation session with Jed. D. Melnick of JAMS ADR in New York on July 8, 2024.

At the mediation, a global resolution of all the claims asserted in the Action remained elusive. Under the direction of Mr. Melnick, the parties explored the feasibility of a partial settlement. Through these efforts, Class Representatives (on behalf of the Class) and the Apollonia Defendants were able to reach a settlement to resolve the claims asserted against the Apollonia Defendants (the "Partial Settlement"). The Partial Settlement required the Apollonia Defendants' insurer to contribute \$2,500,000 toward the Settlement Fund (defined below) and to agree to certain terms of cooperation to aid in the further prosecution of the Action against the St. Renatus Defendants.

Following the mediation, Mr. Melnick continued to engage with the St. Renatus Defendants' counsel and insurers to explore whether a global settlement could be reached.

Over the course of August 19-22, 2024, Lead Class Counsel conducted in-person interviews with each of the Apollonia Defendants pursuant to cooperation terms required by the Partial Settlement.

After the cooperation interviews concluded, Mr. Melnick conducted further discussions with Lead Class Counsel and the St. Renatus Defendants' counsel and insurers.

Following these discussions, on September 6, 2024, Mr. Melnick made a mediator's proposal that would require the St. Renatus Defendants to settle the Action for monetary consideration of \$9,100,000.

On September 12, 2024, Mr. Melnick informed both sides that the proposal had been accepted.

On September 16, 2024, the Settling Parties informed the Court that they reached an agreement-in-principle to settle the Action.

II. CLAIMS OF THE CLASS AND BENEFITS OF THE SETTLEMENT

Class Representatives and Lead Class Counsel believe that the claims asserted in the Action have merit and that the evidence developed to date supports the claims. However, Class Representatives and Lead Class Counsel recognize and acknowledge the expense and length of continued proceedings necessary to prosecute the Action against the Defendants through trial and potential appeals. Class Representatives and Lead Class Counsel also have taken into account the uncertain outcome and the risk of the pending trial, especially in a complex class action such as this one. Class Representatives and Lead Class Counsel are also mindful of the inherent problems of proof of, and possible defenses to, the claims asserted in the Action. Class Representatives considered the benefits of the Settlement Consideration (defined herein) to be provided to the Class. Based upon their evaluation, Class Representatives and Lead Class Counsel have determined that the Settlement as set forth in this Stipulation is fair, reasonable, and adequate to Class Representatives and the Class, and that it confers substantial benefits upon the Class.

III. THE DEFENDANTS' DENIALS OF WRONGDOING AND LIABILITY

Defendants have denied, and continue to deny, all allegations of wrongdoing, fault, liability, or damage with respect to all claims asserted in the Action, including that they have committed any violations of law or breaches of duty or that they have engaged in any wrongful acts or acted improperly in any way, and that they have any liability or owe any damages of any kind to Class Representatives and/or the Class, and Defendants expressly maintain that they diligently and scrupulously complied with applicable fiduciary, disclosure, and other legal and equitable duties. Defendants are entering into this Stipulation because they consider it desirable that the Action be settled and dismissed with prejudice in order to, among other things: (i) eliminate the uncertainty, burden, inconvenience, expense, and distraction of trial and further litigation; and (ii) fully and finally put to rest and terminate all claims that were or could have been asserted by Class Representatives or any other member of the Class against Defendants in the Action or in any other action, in any court or tribunal, relating to the Merger.

IV. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, by and among Class Representatives, for themselves and on behalf of the Class, and Defendants that, subject to the approval of the Court and, pursuant to Rule 23(e) of the Federal Rules of Civil Procedure and the other conditions set forth herein, for the good and valuable consideration set forth herein and conferred on Class Representatives and the Class, the Action shall be finally and fully settled, compromised, and dismissed with

prejudice, and that the Released Claims shall be finally and fully compromised, settled, released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Stipulation as follows:

1. Definitions

As used in this Stipulation, the following additional terms, when capitalized, shall have the meanings specified below:

1.1 "Action" means the certified class action pending in the United States District Court for the District of Minnesota captioned *Walsh, et al. v. Buchholz, et al.*, Case No. 0:19-cv-01856-JWB-DTS, before Judge Jerry W. Blackwell.

1.2 "Alternate Judgment" means a form of final judgment that may be entered by the Court (defined herein) but in a form other than the form of Judgment (defined herein) provided for in this Stipulation and where none of the Settling Parties hereto elects to terminate the Settlement by reason of such variance.

1.3 "Amended Complaint" means the operative Amended Complaint Based Upon Self-Dealing and Breach of Fiduciary Duty (ECF No. 27).

1.4 "Apollonia" means Apollonia, LLC.

1.5 "Apollonia Defendants" means, collectively, defendants Clifford M. Buchholz, Michael J. Herold, Ryan A. Martorano, and Mick A. Occhiato.

1.6 "Apollonia Defendants' Counsel" means the law firm of Hinshaw & Culbertson LLP.

1.7 "Authorized Claimant" means any Class Member (defined herein) who submits a valid Proof of Claim Form (defined herein) to the Claims Administrator (defined

herein) that satisfies all the requirements set forth on the Proof of Claim Form in accordance with the requirements established by the Court and that is accepted for payment from the Net Settlement Fund (defined herein).

1.8 "Claim" means a Proof of Claim Form submitted by a Class Member, or on his, her, or its behalf, to the Claims Administrator.

1.9 "Claimant" means a Class Member that submits a Claim to the Claims Administrator.

1.10 "Claims Administrator" means A.B. Data, Ltd.

1.11 "Class Certification Order" means the Court's order of class certification (ECF No. 67).

1.12 "Class" shall have the same definition as set forth in the Class Certification Order and means: All holders of Apollonia, LLC common units at the time of the acquisition of Apollonia, LLC by St. Renatus, LLC; but excluding: (a) Defendants; (b) members of the immediate family of each individually named Defendant; (c) any person who was an officer or director of St. Renatus, LLC or Apollonia, LLC at the time of the merger of those two entities; (d) any firm, trust, corporation, officer, or other entity in which any defendant has or had a controlling interest; (e) any person who participated in the wrongdoing alleged in the Amended Complaint; and (f) the legal representatives, agents, affiliates, heirs, beneficiaries, successors in interest, or assigns of any such person or entity.

1.13 "Class Counsel" means Lead Class Counsel (defined herein), Liaison Class Counsel (defined herein), and any counsel that has appeared of record for Class Representatives and/or the Class in connection with the Action.

1.14 "Class Member" or "Class Members" means a member or members of the Class.

1.15 "Class Representatives" means individually and collectively plaintiffs Frank Baca and Sam Peterson.

1.16 "Court" means the U.S. District Court for the District of Minnesota.

1.17 "Defendants" means individually and collectively the Apollonia Defendants and the St. Renatus Defendants.

1.18 "Defendants' Counsel" means, collectively, the Apollonia Defendants' Counsel and the St. Renatus Defendants' Counsel (defined herein).

1.19 "Effective Date" means the first date by which all of the events and conditions specified in paragraph 9.1 of this Stipulation have been met and have occurred or have been waived.

1.20 "Escrow Account" means the escrow account maintained by Lead Class Counsel as the Escrow Agent (defined herein) and into which the Settlement Fund shall be deposited.

The funds deposited into the Escrow Account shall be invested by the Escrow Agent in instruments backed by the full faith and credit of the U.S. Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the U.S. Government or an agency thereof.

1.21 "Escrow Agent" means the law firm of Robbins LLP.

1.22 "Fee and Expense Award" means an award to Class Counsel of attorneys' fees and Litigation Expenses (defined herein) to be paid from the Settlement Fund approved by the Court in accordance with this Stipulation and in full satisfaction of any and all claims for attorneys' fees and expenses that have been, could be, or could have been asserted by Class Counsel or any other counsel for Class Representatives or any Class Member.

1.23 "Final" with respect to any order or judgment of the Court, including the proposed Judgment or the Alternate Judgment, means that such order or judgment represents a final and binding determination of all issues within its scope and has not been reversed, vacated, or modified in any way and is no longer subject to appellate review, either because of disposition on appeal and conclusion of the appellate process or because of passage, without action, of time for seeking appellate review. Without limitation, an order or judgment becomes Final when: (1) the time has passed for any notice of appeal to be timely filed in the Action and no such notice has been filed; or (2) an appeal has been filed, and the court(s) of appeal has/have either affirmed the order or judgment or dismissed that appeal and the time for any reconsideration or further appellate review has passed and the appellate court mandate(s) has/have issued; or (3) a higher court has granted further appellate review and that court has either affirmed the underlying order or judgment or affirmed the court of appeal's decision affirming the judgment or order or dismissing the appeal.

1.24 "Final Approval Hearing" means the hearing set by the Court in the Preliminary Approval Order (defined herein) to consider, among other things, approval of the Settlement embodied herein.

1.25 "Immediate Family Member" means children, stepchildren, brothers, stepbrothers, sisters, stepsisters, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this paragraph, "spouse" shall mean a husband, wife, or partner in a state-recognized domestic relationship or civil union.

1.26 "Judgment" means the proposed order and final judgment to be entered by the Court approving the Settlement embodied herein, which shall be substantially in the form attached hereto as Exhibit B.

1.27 "Lead Class Counsel" means the law firm of Robbins LLP.

1.28 "Liaison Class Counsel" means the law firm of Gustafson Gluek PLLC.

1.29 "Litigation Expenses" means the reasonable costs and expenses incurred by Class Counsel in connection with commencing, prosecuting, and settling the Action for which Lead Class Counsel intends to apply to the Court for payment from the Settlement Fund.

1.30 "Named Plaintiffs" means individually and collectively Tim Walsh, Julie Walsh, Gregory Ketchum, Patricia Ketchum, and Peter Murphy.

1.31 "Net Settlement Fund" means the Settlement Fund less: (a) any attorneys' fees awarded by the Court; (b) any Litigation Expenses approved by the Court; (c) any

Notice and Administration Costs (defined below); (d) any Taxes (defined below) and Tax Expenses (defined below); and (e) any other costs, fees, or awards approved by the Court.

1.32 "Notice" means the Notice of Proposed Settlement of Class Action, which, subject to approval of the Court, shall be substantially in the form attached hereto as Exhibit A-1.

1.33 "Notice and Administration Costs" means the costs, fees, and expenses that are reasonably incurred by Lead Class Counsel and the Claims Administrator, as described herein and in the Preliminary Approval Order, in connection with (a) providing notice of the Settlement by mail, e-mail, publication, and/or other means to the Class, (b) locating potential Class Members, (c) assisting with the submission of Claims, (d) processing Proof of Claim Forms, (e) effectuating and administering the Settlement, including the distribution of payments to Authorized Claimants, and (f) paying fees, costs, and expenses in connection with the Escrow Account.

1.34 "Person" means a natural person, individual, corporation (including all divisions and subsidiaries), limited liability corporation, professional corporation, general or limited partnership, limited liability partnership, limited liability company, joint venture, association, joint stock company, estate, personal or legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any other business or legal entity.

1.35 "Plan of Allocation" means the proposed plan or formula of allocation of the Net Settlement Fund to the Authorized Claimants prepared by Lead Class Counsel and set

forth in the Notice (or any other plan for the allocation of the Net Settlement Fund that Lead Class Counsel may propose).

1.36 "Preliminary Approval Order" means the order to be entered by the Court preliminarily approving the Settlement embodied herein, which shall be substantially in the form attached hereto as Exhibit A.

1.37 "Proof of Claim Form" means the Proof of Claim and Release form for submitting a Claim to be approved by the Court, which shall be substantially in the form attached hereto as Exhibit A-3, that Class Members must complete and submit should Class Members seek to share in a distribution of the Net Settlement Fund.

1.38 "Released Claims" means all Released Defendants' Claims and all Released Plaintiffs' Claims.

1.39 "Released Defendant Party" or "Released Defendant Parties" means each and all of the following: (a) each and every Defendant; (b) any and all of Defendants' respective past, present, or future parents, affiliates, associates, subsidiaries, divisions, related entities and affiliates, professional corporations, general or limited partnerships, limited liability corporations, limited liability companies, joint ventures, associations, joint stock companies, personal or legal representatives, unincorporated associations, any other business or legal entities, controlling persons, directors, officers, shareholders, partners, principals, Immediate Family Members, heirs, estates, estate managers, trustees, trusts, executors, administrators, predecessors, successors, successors in interest, assigns, assignees, members, agents, employees, managers, representatives, indemnifiers, insurers, co-insurers, reinsurers, advisors (including financial or investment advisors), bankers,

consultants, attorneys, accountants, auditors, underwriters, and entities providing fairness opinions; (c) any entity in which a Defendant has or had a controlling interest; and (d) Defendants' Counsel.

1.40 "Released Defendants' Claims" means any and all claims, rights, causes of action, or liabilities of every nature and description whatsoever, whether known claims or Unknown Claims, whether asserted or unasserted, whether arising under federal, state, common, or foreign law, against a Releasing Plaintiff Party that are based upon, arise out of, concern, or relate in any way to the institution, prosecution, or settlement of the Action against Defendants. Released Defendants' Claims do not include, settle, or release any claims relating to the enforcement of this Stipulation or the Settlement.

1.41 "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means each and all of the following: (a) Class Representatives; (b) Named Plaintiffs; (c) Class Counsel; (c) each and every Class Member; and (d) any and all of Class Representatives' and each Class Member's respective past, present, or future respective parents, affiliates, associates, subsidiaries, divisions, related entities and affiliates, professional corporations, general or limited partnerships, limited liability corporations, limited liability companies, joint ventures, associations, joint stock companies, personal or legal representatives, unincorporated associations, any other business or legal entities, controlling persons, directors, officers, shareholders, partners, principals, Immediate Family Members, heirs, estates, estate managers, trustees, trusts, executors, administrators, predecessors, successors, successors in interest, assigns, assignees, members, agents, employees, managers, representatives, indemnifiers, insurers, co-insurers, reinsurers, advisors

(including financial or investment advisors), bankers, consultants, attorneys, accountants, auditors, underwriters, and entities providing fairness opinions.

1.42 "Released Plaintiffs' Claims" means any and all claims, causes of action, demands, losses, rights, or liabilities of every nature and description whatsoever against the Released Defendant Parties, whether known claims or Unknown Claims (as defined below), whether asserted or unasserted, whether arising under federal, state, common, or foreign law, whether class or individual in nature, that (a) were asserted, alleged, or set forth in the Amended Complaint or any prior complaint filed in the Action, (b) were asserted or alleged in the Action, (c) could have been asserted, alleged, or set forth in the Amended Complaint or the Action or could in the future be asserted or alleged in any other action or in any other forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the U.S. or elsewhere) by Class Representatives, any Class Member, or any other Releasing Plaintiff Party arising out of, based upon, concerning, or relating in any way to both (i) the Merger of Apollonia with and into St. Renatus, and (ii) the facts, allegations, assertions, matters, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions, claims, and/or legal theories that were or could have been alleged, set forth, referred to, or involved in this Action, the Amended Complaint, or any prior complaint filed in this Action.

Notwithstanding the foregoing, Released Plaintiffs' Claims do not include, settle, or release any pending claims against the Released Defendant Parties relating to non-duplicative facts, allegations, assertions, matters, events, transactions, acts, occurrences,

statements, representations, misrepresentations, omissions, and/or legal theories that were not and could not have been alleged, set forth, referred to, or involved in this Action, the Amended Complaint, or any prior complaint filed in this Action ("Unique Claims"), even if any such Unique Claim is asserted by Class Representatives or any Class Member that received compensation in connection with the Settlement.

1.43 "Settlement" means the resolution of the Action in accordance with the terms and conditions of this Stipulation.

1.44 "Settlement Consideration" means the Settlement Fund.

1.45 "Settlement Fund" means Eleven Million Six Hundred Thousand U.S. Dollars (U.S. \$11,600,000) in cash, of which (i) the insurer of the Apollonia Defendants will contribute Two Million Five Hundred Thousand U.S. Dollars (U.S. \$2,500,000); (ii) the insurers of the St. Renatus Defendants will contribute Nine Million One Hundred Thousand U.S. Dollars (U.S. \$9,100,000); and (iii) all interest and accretions to the preceding amounts.

1.46 "Settlement Fund Payor" means each Person that pays a part of the Settlement Fund into the Escrow Account.

1.47 "Settlement Notices" means the Notice, and Summary Notice.

1.48 "Settling Parties" means, collectively, the Defendants and Class Representatives, on behalf of themselves and the Class.

1.49 "Summary Notice" means the Summary Notice of Proposed Settlement of Class Action, which, subject to approval of the Court, shall be substantially in the form

attached hereto as Exhibit A-2, to be published as set forth in the Preliminary Approval Order.

1.50 "Stipulation" means this Stipulation of Settlement.

1.51 "St. Renatus Defendants' Counsel" means the law firm of Gordon Rees Scully Mansukhani, LLP.

1.52 "Taxes" means any and all federal, state, or local taxes, fees, levies, duties, tariffs, imposts, and other similar charges (including any estimated taxes, withholdings, interest, penalties, additions to tax and additional amounts imposed with respect thereto) on any income earned by the Settlement Fund.

1.53 "Tax Expenses" means any expenses and costs incurred in connection with the taxation of the Settlement Fund (including, without limitation, expenses of tax attorneys and/or accountants and/or other advisors and expenses relating to the filing of or failure to file all necessary or advisable tax returns).

1.54 "Unknown Claims" means (a) any and all Released Plaintiffs' Claims that any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its release of the Released Defendant Parties or decision(s) with respect to the Settlement, and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Releasing Plaintiff Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its release of the Releasing Plaintiff Parties. With respect to any and all Released Claims, the Settling

Parties stipulate and agree that, upon the Effective Date of the Settlement, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall, by operation of the Judgment or the Alternate Judgment, be deemed to have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common 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 Settling Parties acknowledge that they may hereafter discover facts, legal theories or authorities in addition to or different from those which they or their respective counsel now know or believe to be true with respect to the subject matter of the Released Plaintiffs' Claims or Released Defendants' Claims that, had they known, may have affected their decision to enter into this Stipulation, but they are notwithstanding this potential entering into this Stipulation and intend it to be a full, final, and permanent resolution of the matters at issue in the Action. The Settling Parties acknowledge, and each Releasing Plaintiff Party and Released Defendant Party shall, by operation of law, be deemed to have acknowledged, that the foregoing waiver and the inclusion of the "Unknown Claims" in the definition of the Released Plaintiffs' Claims and Released Defendants' Claims were separately bargained for and was a material element of the Settlement.

2. CAFA Notice

2.1 Defendants shall serve any notice of the Settlement request pursuant to the Class Action Fairness Act of 2005 (the "CAFA Notice"), 28 U.S.C. § 1715(b), within the time period set forth in said statute. Defendants are solely responsible for the costs and expenses related to the creation and service of any CAFA Notice.

2.2 Lead Class Counsel will request that the Final Approval Hearing be scheduled for no earlier than ninety (90) days following the deadline for Defendants to serve the CAFA Notice as stated in this section.

2.3 The Settling Parties agree that any delay by Defendants in timely serving the CAFA Notice will not provide grounds for delay of the Final Approval Hearing or entry of the Judgment or Alternate Judgment.

3. Releases

3.1 The obligations incurred pursuant to this Stipulation are in consideration of: (a) the full and final disposition of this Action as against the Defendants; and (b) the releases provided for herein.

3.2 Pursuant to the Judgment or the Alternate Judgment, without further action by anyone, upon the Effective Date, Class Representatives and each and every Releasing Plaintiff Party (a) shall be deemed to have, and by operation of law and of judgment shall have, fully, finally, and forever compromised, settled, resolved, waived, released, relinquished, discharged, and dismissed each and every one of the Released Plaintiffs' Claims against each and every Defendant and any and all of the other Released Defendant Parties; (b) shall forever be barred and enjoined from commencing, instituting, prosecuting,

or continuing to prosecute, or asserting, either directly or indirectly, the Released Plaintiffs' Claims against each and every Defendant and any and all of the other Released Defendant Parties; and (c) shall forever be barred and enjoined from instituting, continuing, maintaining, or asserting, either directly or indirectly, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim, or demand against any Person who may claim any form of contribution or indemnity from any of the Released Defendant Parties in respect of any Released Plaintiffs' Claims. Claims to enforce the terms of this Stipulation and the Settlement are not released.

3.3 Pursuant to the Judgment or the Alternate Judgment, without further action by anyone, upon the Effective Date, Defendants and each and every Released Defendant Party (a) shall be deemed to have, and by operation of law and of judgment shall have, fully, finally, and forever compromised, settled, resolved, waived, released, relinquished, discharged, and dismissed each and every one of the Released Defendants' Claims against Class Representatives, Class Counsel, each and every Class Member, and any and all of the other Releasing Plaintiff Parties; (b) shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute, or asserting, either directly or indirectly, the Released Defendants' Claims against Class Representatives, each and every Class Member, and any and all of the other Releasing Plaintiff Parties; and (c) shall forever be barred and enjoined from instituting, continuing, maintaining, or asserting, either directly or indirectly, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim, or demand against any Person who may claim any form of contribution or indemnity from any of the Releasing Plaintiff Parties in

respect of any Released Defendants' Claims. Claims to enforce the terms of this Stipulation and the Settlement are not released.

3.4 Notwithstanding ¶3.1 through ¶3.3, nothing in the Judgment or the Alternate Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of this Stipulation, the Settlement, or the Judgment or the Alternate Judgment.

4. The Settlement Consideration

4.1 The Settlement Consideration consists of the Settlement Fund.

a. The Settlement Fund

4.2 In consideration of the settlement of the Released Plaintiffs' Claims against Defendants and the other Released Defendant Parties, and in accordance with ¶4.2 through ¶4.5, Defendants shall instruct the Settlement Fund Payors to deposit their respective shares of the Settlement Fund into the interest-bearing Escrow Account controlled by Lead Class Counsel serving as Escrow Agent. The deposit of the Settlement Fund into the Escrow Account fully discharges all financial obligations under this Stipulation and in connection with the Settlement, meaning that no other Released Defendant Party shall have any obligation to pay, deliver, deposit, or otherwise provide any monetary consideration into the Escrow Account or to any Class Member under this Stipulation or in connection with this Settlement.

4.3 Defendants shall instruct the Settlement Fund Payors to pay or cause to pay the Settlement Fund into the Escrow Account no later than thirty (30) calendar days after the later to occur of: (a) the date on which the Preliminary Approval Order is entered, or

(b) the date on which the Escrow Agent provides to Defendants' Counsel (collectively) all information necessary to effectuate a transfer of funds to the Escrow Account.

4.4 The Settlement Fund represents the entirety of the financial obligations in connection with the Settlement, meaning that it is inclusive of any Fee and Expense Award, the attorneys' fees and expenses of Class Counsel, all Notice and Administration Costs, and all Taxes and/or Tax Expenses. The Settlement Fund is the total, full, and final amount of all payments to be paid by, or on behalf of, Defendants to Class Representatives, Class Members, Class Counsel, or any other person or entity acting or purporting to act for the benefit of the Class in this Action, in connection with this Stipulation and the Settlement embodied herein.

4.5 Except as provided in this Stipulation, immediately upon deposit of any portion of the Settlement Fund into the Escrow Account, the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the Settlement Fund, including: (a) any act, omission, or determination by Lead Class Counsel, the Escrow Agent, or the Claims Administrator, or any of their respective designees, in connection with the administration of the Settlement or otherwise; (b) the management, investment, or distribution of the Settlement Fund; (c) the Plan of Allocation; (d) the determination, administration, calculation, or payment of any Claims asserted against the Settlement Fund; (e) any loss suffered by, or fluctuation in value of, the Settlement Fund; or (f) the payment or withholding of any Taxes, Tax Expenses, legal fees, or any other costs or expenses incurred in connection with the Settlement Fund.

4.6 Upon the Effective Date, any interest earned on the Settlement Fund shall be for the benefit of the Class. If the Effective Date does not occur and the Settlement is terminated, the Settlement Fund shall be returned to the Settlement Fund Payors pursuant to ¶5.17 and ¶9.6 hereof.

5. Use of the Settlement Fund

a. The Escrow Agent

5.1 The Settlement Fund shall be held in the Escrow Account as provided in ¶4.2 through ¶4.5 hereof. Any portion of the Settlement Fund held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed or returned pursuant to the terms of this Stipulation or a further order of the Court.

5.2 The Escrow Agent shall invest the Settlement Fund in United States Agency or Treasury Securities or other instruments backed by the Full Faith & Credit of the United States Government or an agency thereof, or fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates. All risks related to the investment of the Settlement Fund in accordance with the investment guidelines set forth in this paragraph shall be borne by the Settlement Fund, and the Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to investment decisions or the actions of the Escrow Agent, or any transactions executed by the Escrow Agent.

5.3 The Escrow Agent shall not disburse the Settlement Fund from the Escrow Account except as provided in this Stipulation or by an order of the Court. Defendants and the other Released Defendant Parties shall have no responsibility for, interest in, or liability whatsoever with respect to the actions of the Escrow Agent or any transaction executed by the Escrow Agent.

5.4 Subject to the terms and conditions of this Stipulation, the Escrow Agent is authorized to use the Settlement Fund to pay: (a) Taxes and/or Tax Expenses; (b) Notice and Administration Costs; (c) any Fee and Expense Award; and (d) any other fee, expense, or award authorized by the Court. The balance remaining in the Settlement Fund after payment of the aforementioned items is the Net Settlement Fund and shall be distributed to the Authorized Claimants as provided herein.

5.5 Prior to the Effective Date, Lead Class Counsel may pay Notice and Administration Costs actually and reasonably incurred from the Settlement Fund, without further approval from Defendants and/or order of the Court. Such costs and expenses shall include, without limitation, the actual costs of printing, mailing, and/or disseminating the Settlement Notices, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Claims Administrator in connection with providing notice and administering the Settlement (including processing the submitted Claims), and the fees incurred, if any, by the Escrow Account.

5.6 In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs, Taxes, or Tax Expenses paid or incurred, including any related fees, shall be returned or repaid to the Settlement Fund Payors.

5.7 Defendants and other Released Defendant Parties shall not have any responsibility for, nor any liability with respect to, any Notice and Administration Costs incurred or paid, and shall have no responsibility for, and no liability with respect to, any acts or omissions of the Claim Administrator, Lead Class Counsel, or the Escrow Agent, or their respective agents with regard to any Notice and Administration Costs.

5.8 After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

5.9 The Settlement is not a claims-made settlement. As of the Effective Date, Defendants and the Settlement Fund Payors shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including, without limitation, the number of Claims submitted or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

b. Tax Treatment of Settlement Fund

5.10 The Settling Parties agree that the Settlement Fund is intended to be at all times a "qualified settlement fund" within the meaning of Treasury Regulation §1.468B-1, and the regulations promulgated thereunder. The Settling Parties further agree that the Settlement Fund shall be established pursuant to the Court's subject matter jurisdiction within the meaning of Treasury Regulation §1.468B-1(c)(1).

5.11 For the purpose of §1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" of the Settlement Fund (as defined in Treasury Regulation §1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall be solely responsible for timely and properly filing or causing to be filed all informational and other federal, state, or local tax returns necessary or appropriate for the Settlement Fund (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)). Such returns (as well as the elections described herein) shall be consistent with this ¶5.11 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶5.14 hereof. In addition, the Escrow Agent shall timely make such elections as necessary or appropriate to carry out the provisions of this ¶5.11, including, as necessary, making the "relation-back election" (as described in Treasury Regulation §1.468B-1) to cause the "qualified settlement fund" to come into existence at the earliest permitted date, and shall take or cause to be taken all action as may be necessary or appropriate in connection therewith. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

5.12 Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Stipulation and in all events shall reflect that all

Taxes on the income and gains earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

5.13 The taxable year of the Settlement Fund shall be the calendar year in accordance with Treasury Regulation §1.468B-2(j). The Settlement Fund shall use an accrual method of accounting within the meaning of §446(c) of the IRS Code.

5.14 All (a) Taxes (including any estimated Taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any Taxes or tax detriments that may be imposed upon Defendants or the other Released Defendant Parties with respect to any income earned by the Settlement Fund for any period, after the deposit of the Settlement Fund, during which the Settlement Fund does not qualify as a "qualified settlement fund" for federal, state, or local income tax purposes, and (b) Tax Expenses (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in ¶5.11 herein) shall be treated as, and considered to be, a cost of administration of the Settlement and shall be timely paid, or caused to be paid, by the Escrow Agent out of the Settlement Fund without prior order from the Court. The Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. §1.468B-2(l)(2)).

5.15 The Settling Parties agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of ¶5.8 through ¶5.14.

5.16 Defendants and the other Released Defendant Parties shall have no liability or responsibility whatsoever for the Taxes or the Tax Expenses or for the acts or omissions of the Escrow Agent or its agent with respect to Taxes or Tax Expenses.

c. Termination of the Settlement

5.17 In the event that this Stipulation is not approved or this Stipulation is terminated or canceled as set forth in ¶9.1, ¶9.4, or ¶9.5, or the Effective Date otherwise fails to occur for any reason, the Settlement Fund shall be refunded to each Settlement Fund Payor in a pro rata amount equal to the percentage each Settlement Fund Payor paid into the Settlement Fund.

6. Plan of Allocation

6.1 Following the Effective Date, the Net Settlement Fund shall be distributed to Authorized Claimants in accordance with the Plan of Allocation, provided that such Plan of Allocation, after appropriate notice thereof to the Class, has been approved by the Court in an order that has become Final.

6.2 The Plan of Allocation is a matter separate and apart from the Settlement between the Settling Parties as embodied in this Stipulation. The Plan of Allocation is not a necessary or material term of this Stipulation, and it is not a condition of the Settlement that any Plan of Allocation be approved by the Court or that any order approving a Plan of Allocation becomes Final. Any Plan of Allocation, including, but not limited to, any

adjustments to an Authorized Claimant's Claim as set forth therein, is to be considered by the Court separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement set forth in this Stipulation.

6.3 Defendants and Defendants' Counsel shall take no position with respect to the Plan of Allocation.

7. Attorneys' Fees and Expenses

7.1 Lead Class Counsel, on behalf of all Class Counsel, may submit an application for a Fee and Expense Award in connection with the Action plus interest earned on both amounts at the same rate as earned by the Settlement Fund. Lead Class Counsel's Fee and Expense Award is not the subject of any agreement between Defendants and Class Counsel other than what is set forth in this Stipulation.

7.2 The Fee and Expense Award shall be paid to Lead Class Counsel solely from (and out of) the Settlement Fund, as ordered, immediately following the Court's execution of an order approving the Settlement and the Fee and Expense Award, notwithstanding the existence of any timely filed objections thereto or to the Settlement, or potential for appeal therefrom, or collateral attack on the Settlement. Lead Class Counsel may thereafter allocate the awarded attorneys' fees among Class Counsel in a manner in which it believes reflects the contributions of such counsel to the initiation, prosecution, and resolution of the Action.

7.3 The Settling Parties acknowledge and agree that any Fee and Expense Award shall be paid solely from the Settlement Fund, and that none of Defendants, Defendants'

insurers, or any Settlement Fund Payors shall have any responsibility therefor other than as stated herein.

7.4 Defendants shall take no position as to the Fee and Expense Award. Lead Class Counsel's application (on behalf of themselves and all Class Counsel) to the Court to approve the Fee and Expense Award shall be the only petition for attorneys' fees and expenses filed by or on behalf of Class Representatives and Class Counsel. The Settling Parties shall cooperate in opposing any other petition for an award of attorneys' fees or reimbursement of expenses in connection with any other litigation concerning the Merger.

7.5 The procedure for and the allowance or disallowance by the Court of any Fee and Expense Award is a matter separate and apart from the Settlement between the Settling Parties as embodied in this Stipulation and is not a necessary or material term of this Stipulation or a condition of the Settlement.

7.6 Lead Class Counsel warrants that no portion of any Fee and Expense Award will be paid to Class Representatives or any Class Member, except as approved by the Court. Lead Class Counsel intends to petition the Court for a service award for Class Representatives in an amount not to exceed \$25,000 and for the Named Plaintiffs in an amount not to exceed \$20,000 (the "Service Awards") to be paid from the Settlement Fund, subject to Court approval. Defendants, Released Defendant Parties, and the Settlement Fund Payors shall have no responsibility and no liability for any claims, payments, or determinations in respect of any Service Awards.

8. Submission of the Settlement to the Court for Approval

8.1 As soon as practicable after execution of this Stipulation, Lead Class Counsel shall submit this Stipulation together with the Exhibits annexed hereto to the Court and shall move for entry of a Preliminary Approval Order substantially in the form attached hereto as Exhibit A providing for, among other things: (a) appointing the Claims Administrator; (b) authorizing the Notice substantially in the forms attached hereto as Exhibits A-1 and A-2 together with a Proof of Claim Form substantially in the form attached hereto as Exhibit A-3; (b) posting the Stipulation, Notice, and Proof of Claim Form on the Claims Administrator's website and Lead Class Counsel 's website; (c) publishing the Summary Notice substantially in the form attached hereto as Exhibit A-2 once in *Investor's Business Daily* and as a release over PR Newswire; (d) the scheduling of the Final Approval Hearing; and (e) the injunction against the prosecution of any of the Released Claims pending further order of the Court.

8.2 At the Final Approval Hearing, the Settling Parties shall jointly request that the Judgment be entered substantially in the form attached hereto as Exhibit B.

8.3 Prior to the Final Approval Hearing, Lead Class Counsel and/or the Claims Administrator shall file with the Court an appropriate declaration or affidavit with respect to the preparation and dissemination of the Settlement Notices to the Class.

9. Conditions of the Settlement and Effect of Disapproval, Cancellation, or Termination

9.1 This Stipulation is expressly conditioned on and subject to each of the following conditions and shall be cancelled and terminated unless:

(a) The Settlement Fund has been deposited into the Escrow Account as provided in this Stipulation;

(b) The Court enters the Preliminary Approval Order substantially in the form attached hereto as Exhibit A; and

(c) The Court has entered the Judgment, substantially in the form set forth in Exhibit B, and the Judgment has become Final; or the Court has entered an Alternate Judgment, and neither Class Representatives nor any Defendant seeks to terminate the Settlement and the Alternate Judgment has become Final.

9.2 If the conditions specified in ¶9.1 hereof are met and the Effective Date has occurred, no portion of the Settlement Fund will be returned to Defendants or the Settlement Fund Payors, irrespective of the number of Claims filed or the amounts to be paid to Authorized Claimants from the Net Settlement Fund.

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

9.4 Defendants and Class Representatives shall each have the right to terminate the Settlement by providing written notice of their election to do so ("Termination Notice") to the other Settling Parties to this Stipulation within thirty (30) days of the date on which any of the following occur: (a) the Court's final refusal to enter the Preliminary Approval Order in any material respect; (b) the Court's final refusal to approve this Stipulation or any material part thereof; (c) the Court's final refusal to enter the Judgment in any material respect as to the Settlement; (d) the date upon which the Judgment is modified or reversed

in any material respect by the United States Court of Appeals for the Eighth Circuit or the United States Supreme Court; and (e) the date upon which an Alternate Judgment is modified or reversed in any material respect by the United States Court of Appeals for the Eighth Circuit or the United States Supreme Court. However, no termination will occur, if, within ten (10) business days from receipt of a Termination Notice, the Settling Parties agree in writing to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree in writing.

9.5 In addition to the grounds set forth in ¶9.1 and ¶9.4 above, Defendants shall have, in their sole and absolute discretion, the right to terminate the Settlement if, over the objection of the Settling Parties, Class Members are permitted a second opportunity to request exclusion from the Class, and the Class Members timely and validly requesting exclusion meet the conditions set forth in a separate confidential agreement (the "Supplemental Agreement") executed between Class Representatives and Defendants, by and through their counsel concurrently herewith. Class Representatives and Defendants agree to maintain the confidentiality of the Supplemental Agreement, which is being executed concurrently herewith. The Supplemental Agreement shall not be filed with the Court and its terms shall not be disclosed in any other manner (other than the statements herein and in the Settlement Notices, to the extent necessary, or as otherwise provided in the Supplemental Agreement) unless the Court otherwise directs or a dispute arises between Class Representatives and Defendants concerning its interpretation or application; provided, however, that if the Supplemental Agreement is submitted to the Court, Class

Representatives and Defendants will seek to have the Supplemental Agreement submitted to the Court in camera or filed under seal.

9.6 If this Stipulation is terminated, (a) Class Representatives shall within ten (10) business days cause to be refunded to each Settlement Fund Payor in a pro rata amount equal to the percentage it paid into the Settlement Fund and (b) all of the parties to this Stipulation shall be deemed to have reverted to their respective positions as of the date of the execution of this Stipulation, and they shall proceed in all respects as if this Stipulation had not been executed and the related orders had not been entered, and in that event all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way. Furthermore, in the event of such termination, the Settling Parties agree that neither this Stipulation, nor any statements made in connection with the negotiation of this Stipulation, may be used for any purpose or entitle any party to recover any fees, costs, or expenses incurred in connection with the Action or in connection with any other litigation or judicial proceeding.

10. Administration and Calculation of Claims and Supervision and Distribution of the Settlement Fund

10.1 The Claims Administrator, subject to approval by the Court and further subject to such supervision and direction of Lead Class Counsel as may be necessary, or as circumstances may require, shall administer and calculate the Claims submitted by Class Members, oversee distribution of the Net Settlement Fund to Authorized Claimants pursuant to the Plan of Allocation approved by the Court in an order that has become Final,

and perform all claims administration procedures necessary or appropriate in connection therewith.

10.2 The Settlement Fund shall be applied in the following order:

- (a) to pay all Notice and Administration Costs;
- (b) to pay the Taxes and Tax Expenses;
- (c) to pay the Fee and Expense Award and the Service Awards (if, and

to the extent, allowed by the Court); and

(d) after the Effective Date, to distribute the Net Settlement Fund to Authorized Claimants as provided by this Stipulation, the Court-approved Plan of Allocation, and/or orders of the Court.

10.3 Pursuant to the Preliminary Approval Order, the Claims Administrator shall mail the Notice to Class Members who received notice of the Class and/or to all other Class Members who have been and maybe reasonably identified, and shall publish the Summary Notice as provided therein.

10.4 Within 120 calendar days after the mailing of the Notice or such other time as may be set by the Court, each Class Member shall be required to submit to the Claims Administrator a completed Proof of Claim Form, substantially in the form of Exhibit A-3 attached hereto, signed under penalty of perjury and supported by such documents as are specified in the Proof of Claim Form. The Claims Administrator, under the supervision of Lead Class Counsel, shall determine, in accordance with this Stipulation and the approved Plan of Allocation, the extent, if any, to which each Claim shall be allowed, subject to review by the Court pursuant to ¶10.8 below.

10.5 The Claims Administrator shall receive Claims and determine, first, whether the Claim is a valid Claim in whole or part and, second, each Authorized Claimant's share of the Net Settlement Fund based upon the Plan of Allocation approved by the Court. Neither Defendants nor any of the Released Defendant Parties shall be permitted to review, contest, or object to any Proof of Claim Form or any decision of the Claims Administrator or Lead Class Counsel with respect to accepting or rejecting any Proof of Claim Form or Claim for payment by a Class Member.

10.6 All Class Members who fail to timely submit a valid Proof of Claim Form within the period specified in ¶10.4, or such other period as may be ordered by the Court, or otherwise allowed, shall be forever barred from receiving any payments pursuant to this Stipulation and the Settlement set forth herein. Notwithstanding the foregoing, Lead Class Counsel shall have the discretion (but not the obligation) to accept late-submitted Claims for processing by the Claims Administrator so long as the distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Class Representatives, Class Counsel, the Claims Administrator, or any Class Member by reason of the exercise or non-exercise of such discretion.

10.7 Proof of Claim Forms that do not meet the submission requirements may be rejected. Prior to rejecting a Proof of Claim Form in whole or in part, the Claims Administrator shall communicate with the Claimant in writing to give the Claimant the chance to remedy any curable deficiencies in the Proof of Claim Form submitted. The Claims Administrator, under the supervision of Lead Class Counsel, shall notify, in a timely fashion and in writing, all Claimants whose Claims the Claims Administrator

proposes to reject in whole or in part for curable deficiencies, setting forth the reasons therefor, and shall indicate in such notice that the claimant whose claim is to be rejected has the right to a review by the Court if the claimant so desires and complies with the requirements of ¶10.8 below.

10.8 If any Claimant whose timely Claim has been rejected in whole or in part for curable deficiency desires to contest such rejection, the Claimant must, within twenty (20) calendar days after the date of mailing of the notice required in ¶10.7 above, or a lesser period of time if the Claim was untimely, serve upon the Claims Administrator a notice and statement of reasons indicating the Claimant's grounds for contesting the rejection along with any supporting documentation, and requesting a review thereof by the Court. If a dispute concerning a Claim cannot be otherwise resolved, Lead Class Counsel shall thereafter present the Claimant's request for review to the Court.

10.9 Except as otherwise ordered by the Court, all Claimants shall be deemed to have submitted to the jurisdiction of the Court with respect to the Claimant's Claim, including, but not limited to, all releases provided for herein and in the Judgment, and the Claim will be subject to investigation and discovery under the Federal Rules of Civil Procedure, provided that such investigation and discovery shall be limited to the Claimant's status as a Class Member and the validity and amount of the Claimant's Claim. In connection with processing the Proof of Claim Form, no discovery shall be allowed on the merits of the Action or the Settlement. All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims,

shall be subject to the jurisdiction of the Court, but shall not, in any event, delay or affect the finality of the Judgment.

10.10 Class Members, including Class Members who fail to submit a timely Claim or who submit Claims that are rejected, will, in all respects, be subject to and bound by all of the terms of the Settlement, including the terms of the Judgment or the Alternate Judgment to be entered in this Action and the releases provided for herein, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against the Released Defendant Parties concerning any Released Plaintiffs' Claims.

10.11 Following the Effective Date, the Net Settlement Fund shall be distributed to the Authorized Claimants substantially in accordance with the Plan of Allocation approved by the Court. No distributions will be made to Authorized Claimants who would otherwise receive a distribution of less than \$10.00. If there is any balance remaining in the Net Settlement Fund after a reasonable period of time after the date of the distribution of the Net Settlement Fund, Lead Class Counsel shall, if feasible, reallocate such balance among Authorized Claimants who negotiated the checks sent in the initial distribution and who would receive a minimum of \$10.00. These redistributions shall be repeated until the balance remaining in the Net Settlement Fund is *de minimis*. Any *de minimis* balance that still remains in the Net Settlement Fund after such reallocation(s) and payments, which is not feasible or economical to reallocate, shall be donated to the Federal *Pro Se* Project.

10.12 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto,

including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

10.13 The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the distribution of the Net Settlement Fund, the Plan of Allocation, the determination, administration, or calculation of claims, the payment or withholding of Taxes or Tax Expenses, or any losses incurred in connection therewith. No Person shall have any claim of any kind against the Released Defendant Parties with respect to the administration and distribution of the Settlement Fund and the related matters set forth herein; and the Class Members, and Class Representatives.

10.14 No Person shall have any claim against Released Defendant Parties, the Releasing Plaintiff Parties, the Claims Administrator, or any other Person designated by Lead Class Counsel based on the administration, processing and determinations of Claims made substantially in accordance with this Stipulation, the Court-approved Plan of Allocation, or further order(s) of the Court.

10.15 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

11. Objections to the Settlement

11.1 Pursuant to the terms and subject to the conditions set forth in the Preliminary Approval Order, any Class Member may appear at the Final Approval Hearing and show cause why the proposed Settlement embodied herein should not be approved as fair,

reasonable and adequate and in the best interests of the Class, or why the Judgment should not be entered thereon. Any Class Member may appear at the Final Approval Hearing and show cause why the Plan of Allocation or Lead Class Counsel's Fee and Expense Award application should not be approved. Any Class Member may appear at the Final Approval Hearing to express support for the Settlement, Plan of Allocation, or Fee and Expense Award application.

12. Stay Pending Judgment

12.1 The Settling Parties agree to stay the proceedings in the Action, and to stay and not to initiate any other proceeding other than those incident to the Settlement itself, pending the occurrence of the Effective Date. The Settling Parties' respective deadlines to respond to any filed or served pleadings or discovery requests are extended indefinitely. The Settling Parties also agree to use their best efforts to prevent, stay, or seek dismissal of or oppose entry of any interim or final relief in favor of any Class Member in any other litigation against any of the released parties which challenges the Settlement, the Merger, including any transactions contemplated thereby, or otherwise involves, directly or indirectly, a Released Claim.

13. Miscellaneous Provisions

13.1 The Settling Parties agree to fully cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Stipulation, including in seeking Court approval of the Preliminary Approval Order. The Settling Parties further agree to exercise their best efforts to accomplish the foregoing terms and conditions of this Stipulation and 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.

13.2 The Settling Parties intend the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Class Representatives and any other Class Member against the Released Defendant Parties with respect to the Released Plaintiffs' Claims. This Stipulation compromises claims that are contested and shall not be deemed an admission by any Settling Party as to the merits of any claim or defense. No Settling Party will deny that the Action was commenced, litigated, and resolved in good faith and in a manner that comports with Rule 11 of the Federal Rules of Civil Procedure ("Rule 11"). No Settling Party will assert any violation of Rule 11 or any similar law, rule or regulation relating to the litigation of the Action, including, but not limited to, the institution, prosecution, defense, or settlement of the Action. The Judgment will contain a finding that, during the course of the Action, the Settling Parties and their counsel at all times complied with the requirements of Rule 11. No Settling Party will object to any finding by the Court in the Judgment, Alternate Judgment, or otherwise that the Settling Parties and their respective counsel have complied in all respects with the requirements of Rule 11 in connection with the institution, prosecution, defense, and settlement of the Action.

13.3 The Settling Parties further agree that the Released Claims are being settled voluntarily after consultation with competent legal counsel and experienced mediators. The Settling Parties agree that the Settlement and the other terms thereof were negotiated at arm's-length and in good faith by the Settling Parties, facilitated by third party mediators,

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.

13.4 Pending the Effective Date, the Settling Parties agree not to initiate any proceedings concerning the Released Claims other than those incident to the Settlement itself; provided, however, that Defendants may seek to prevent or stay any other action or claims brought seeking to assert any Released Claims.

13.5 This Stipulation and the Exhibits attached hereto together with the Supplemental Agreement constitute the entire agreement among the Settling Parties as to the subject matter hereof. This Stipulation and the Supplemental Agreement supersede any prior or contemporaneous written or oral agreements or understandings between the Settling Parties, and no representations, warranties, or inducements have been made to any Settling Party concerning this Stipulation, its Exhibits, or the Supplemental Agreement, other than the representations, warranties, and covenants contained and memorialized in such documents.

13.6 All of the Exhibits attached hereto and the Supplemental Agreement are fully incorporated by reference as if fully set forth herein and are material terms. Notwithstanding the foregoing, in the event that 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.

13.7 This Stipulation shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties, including any and all Released Defendant Parties.

13.8 All time periods set forth in this Stipulation shall be computed in calendar days, unless expressly provided otherwise, and pursuant to the terms of Rule 6(a) of the Federal Rules of Civil Procedure.

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

13.10 The administration, consummation and enforcement of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Settling Parties intend that the Court retain jurisdiction with respect to implementation and enforcement of the terms of this Stipulation, *inter alia*, entering orders providing for any Fee and Expense Award, the approval of the Plan of Allocation and enforcing the terms of the Settlement. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement embodied in this Stipulation and matters related to the Settlement.

13.11 All notices, requests, demands, claims, and other communications hereunder shall be in writing and shall be deemed duly given (a) one (1) business day after being sent to the recipient by reputable overnight courier service (charges prepaid), or (b) seven (7) business days after being mailed to the recipient by certified or registered mail, return receipt requested and postage prepaid, and addressed to the intended recipient as set forth below:

If to Lead Class Counsel :

Stephen J. Oddo
Robbins LLP
5060 Shoreham Place, Suite 300
San Diego, CA 92122

If to the St. Renatus Defendants or the St. Renatus Defendants' Counsel:

Suzanne L. Jones
Gordon Rees Scully Mansukhani, LLP
100 S. Fifth Street, Suite 1900
Minneapolis, MN 55402

If to the Apollonia Defendants or the Apollonia Defendants' Counsel:

Mark T. Berhow
Hinshaw & Culbertson LLP
333 South Seventh Street, Suite 2000
Minneapolis, MN 55402

13.12 Unless otherwise provided, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation without further order of the Court.

13.13 No opinion or advice concerning the tax consequences of the Settlement to individual Class Members is being given or will be given by the Settling Parties or their counsel nor is any representation or warranty in this regard made by virtue of this Stipulation. Class Members will be directed to consult their own tax advisors regarding the tax consequences of this Stipulation, and the Settlement embodied herein, and any tax reporting obligations they might have with respect to it. 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 Class Member.

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

13.15 Except as otherwise provided herein, each Settling Party shall bear his, her, or its own fees and costs.

13.16 Lead Class Counsel , on behalf of the Class, is expressly authorized by Class Representatives to take all appropriate action required or permitted to be taken by the Class pursuant to this Stipulation to effectuate its terms and also is expressly authorized to enter into any modifications or amendments to this Stipulation on behalf of the Class which it deems appropriate.

13.17 This Stipulation, along with its Exhibits and the Supplemental Agreement, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of both the Class Representatives and the Defendants (or their successors-in-interest).

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

13.19 Any action arising under or to enforce this Stipulation, the Settlement or any portion of this Stipulation or the Settlement, shall be commenced and maintained only in the Court. All Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the Settlement.

13.20 The Settling Parties may file this Stipulation and/or the Judgment or the Alternate Judgment in any action that may be brought to enforce the terms of this Stipulation, the Settlement and/or the Judgment or the Alternate Judgment. Defendants and/or the other Released Defendant Parties may file this Stipulation and/or the Judgment or the Alternate Judgment in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, statute of limitations, statute of repose, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate any liability protection under any applicable insurance policy.

13.21 To the extent there are disputes regarding the interpretation of any term of this Stipulation, the Settling Parties will attempt to resolve any such dispute in good faith. If the Settling Parties fail to resolve the dispute, or in the event of a breach of the terms of the Settlement, any non-breaching Settling Party shall be entitled to bring an action seeking to enforce those provisions, and the exclusive forum for any such action shall be this Court.

13.22 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 Settling Parties, it being recognized that this Stipulation is the result of arm's-length negotiations between the Settling Parties and all Settling Parties have contributed substantially and materially to the preparation of this Stipulation. Nothing in this Stipulation, or the negotiations relating thereto, is intended to or shall be deemed to

constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

13.23 This Stipulation, its Exhibits, the Supplemental Agreement, and all documents necessary to effectuate it shall be considered to have been negotiated, executed and delivered, and to be wholly performed, in the state of Minnesota. The construction, interpretation, operation, effect and validity of this Stipulation, and all documents necessary to effectuate it, shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the state of Minnesota without giving effect to its choice-of-law principles, except to the extent that federal law requires that federal law govern.

13.24 Each counsel or other Person executing this Stipulation, its Exhibits, the Supplemental Agreement, or any related Settlement document, on behalf of any Settling Party hereto hereby warrants that such Person has the full authority to do so, and that such Person has the authority to take appropriate action required or permitted to be taken pursuant to this Stipulation to effectuate its terms, without requiring additional consent, approval, or authorization of any other Person, board, entity, tribunal, or other regulatory or governmental authority.

13.25 This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via e-mail. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of executed counterparts shall be filed with the Court.

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

13.27 All agreements made and orders entered during the course of the Action relating to the confidentiality of information or sealing of documents shall survive this Stipulation and the Final Judgment.

13.28 All Exhibits to this Stipulation are material and integral parts hereof and are fully incorporated herein by this reference.

13.29 This Stipulation may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

13.30 This Stipulation and the Exhibits attached hereto constitute the entire agreement among the Settling Parties and no representations, warranties or inducements have been made to any Settling Party concerning this Stipulation and/or any of its Exhibits, other than the representations, warranties and covenants contained and memorialized in such documents. This Stipulation supersedes and replaces any prior or contemporaneous writing, statement or understanding pertaining to the Action or a settlement thereof. It is understood by the Settling Parties that, except for matters expressly represented herein, the facts or law with respect to which this Stipulation is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true; each party therefore expressly assumes the risk of facts or law turning out to be

different, and agrees that this Stipulation shall be in all respects effective and not subject to termination by reason of any such different facts or law.

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed, by their duly authorized attorneys, dated November 1, 2024

ROBBINS LLP

/s/ Stephen J. Oddo

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1675244

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

TIM WALSH, JULIE WALSH,)	
GREGORY KETCHUM, PATRICIA)	
KETCHUM, PETER MURPHY, SAM)	
PETERSON, and FRANK BACA, on)	Case No.: 0:19-cv-01856-JWB-DTS
Behalf of Themselves and All Others)	
Similarly Situated,)	[PROPOSED] ORDER
)	PRELIMINARILY APPROVING
Plaintiffs,)	SETTLEMENT AND PROVIDING
)	FOR NOTICE
v.)	
)	
CLIFFORD M. BUCHHOLZ, MICHAEL J.))	EXHIBIT A
HEROLD, RYAN A. MARTORANO,)	
MICK A. OCCHIATO, FRANK R.)	
RAMIREZ, BRENT M. T. KEELE,)	
STEPHEN D. TEBO, JERRY)	
MORGENSEN, JAMES L. PARKE,)	
JOSEPH D. SCHOFIELD, III, ST.)	
RENATUS, LLC, and SR MERGER SUB,)	
LLC,)	
)	
Defendants.)	
)	

WHEREAS, there is an action pending before this Court entitled *Walsh, et al., v. Buchholz, et al.*, No. 0:19-cv-01856-JWB-DTS (D. Minn.) (the "Action");¹

WHEREAS, pursuant to Rules 23(a) and (b)(3) of the Federal Rules of Civil Procedure, in an order and opinion dated August 24, 2020, the Court certified this action as a class action on behalf of all holders of Apollonia, LLC common units at the time of the acquisition of Apollonia, LLC by St. Renatus, LLC (the "Class"), but excluding: (a) Defendants; (b) members of the immediate family of each individually named

¹ All capitalized terms that are not otherwise defined shall have the same definitions as set forth in the Stipulation of Settlement dated November 1, 2024.

Defendant; (c) any person who was an officer or director of St. Renatus, LLC or Apollonia, LLC at the time of the merger of those two entities; (d) any firm, trust, corporation, officer, or other entity in which any defendant has or had a controlling interest; (e) any person who participated in the wrongdoing alleged in the Amended Complaint; and (f) the legal representatives, agents, affiliates, heirs, beneficiaries, successors in interest, or assigns of any such person or entity;

WHEREAS, the parties having made an application, pursuant to Federal Rule of Civil Procedure 23(e), for an order preliminarily approving the settlement of this Action, in accordance with a Stipulation of Settlement dated November 1, 2024 (the "Stipulation"), which, together with the Exhibits annexed thereto, sets forth the terms and conditions for the proposed settlement (the "Settlement") of this Action and for dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the Court having read and considered the Stipulation and the Exhibits annexed thereto;

WHEREAS, unless otherwise defined, all capitalized terms used herein have the same meanings as set forth in the Stipulation; and

WHEREAS, the Court preliminarily finds that:

(a) the Settlement resulted from informed, extensive arm's-length negotiations between experienced counsel, who, during the course of the Action, also engaged two experienced and neutral third-party mediators;

(b) the proposed Settlement eliminates risks to the Settling Parties of continued litigation;

(c) the Settlement does not provide undue preferential treatment to the Class

Representatives, Named Plaintiffs, or to segments of the Class;

(d) the Settlement does not provide excessive compensation to counsel for Class Representatives and the Class; and

(e) the Settlement appears to fall within the range of possible approval and is therefore sufficiently fair, reasonable and adequate to warrant providing notice of the Settlement to the Class.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. The Court hereby preliminarily approves the Settlement set forth in the Stipulation, subject to further consideration at the Final Approval Hearing described below.

2. The Court preliminarily finds that the proposed Settlement should be approved as: (a) the result of serious, extensive arm's-length and non-collusive negotiations; (b) falling within a range of reasonableness warranting final approval; (c) having no obvious deficiencies; and (d) warranting notice of the proposed Settlement to Class Members and further consideration of the Settlement at the Final Approval Hearing described below.

3. A hearing (the "Final Approval Hearing") shall be held before this Court on _____, 202__, at _____.m. (a date that is at least ninety (90) calendar days from entry of this Order), at the United States District Court for the District of Minnesota, Warren E. Burger Federal Building and U.S. Courthouse, 316 North Robert Street, Courtroom 3B, St. Paul, MN 55101, to determine: (a) whether the proposed Settlement of this Action on the terms and conditions provided for in the Stipulation is fair, reasonable, and adequate to the Class and should be approved by the Court; (b) whether a Judgment,

as provided in ¶1.26 of the Stipulation, should be entered; (c) whether the proposed Plan of Allocation is fair, reasonable, and adequate and should be approved; (d) the amount of fees, expenses, charges, and/or costs that should be awarded to Lead Class Counsel, Class Representatives, and the Named Plaintiffs; and (e) any such other matters as the Court may deem appropriate. The Court may adjourn or change the date and time of the Final Approval Hearing or decide to hold the Final Approval Hearing via remote means without further notice to Class Members, and may approve the proposed Settlement with such modifications as the parties may agree to, if appropriate, without further notice to the Class.

4. The Court approves, as to form and content, the Notice of Proposed Settlement of Class Action and Settlement Hearing (the "Notice"), the Proof of Claim Form (the "Proof of Claim"), and the Summary Notice of Class Action (the "Summary Notice") annexed hereto as Exhibits A-1, A-2, and A-3 (together the "Settlement Notices"), respectively, and finds that the mailing, publishing, and/or distribution of the Settlement Notices, substantially in the manner and form set forth in ¶6 of this Order, meet the requirements of Rule 23 of the Federal Rules of Civil Procedure and due process, and is the best notice practicable under the circumstances and shall constitute due and sufficient notice to all Persons entitled thereto.

5. All fees, costs, and expenses incurred in identifying and notifying Class Members shall be paid from the Settlement Fund as set forth in the Stipulation, and in no event shall any of the Released Defendant Parties or the Releasing Plaintiff Parties bear any responsibility for such fees, costs, or expenses. Notwithstanding the foregoing, the Apollonia Defendants and the St. Renatus Defendants shall continue to use their best

efforts to provide or cause to be provided to the Claims Administrator (defined below) reasonably available transfer records in electronic searchable form, such as Excel, containing the names, addresses and e-mail addresses (if available) relating to the identity of Class Members for purposes of mailing notice to the Class pursuant to ¶10.3 of the Stipulation.

6. The firm of A.B. Data, Ltd. ("Claims Administrator") submitted the most competitive bid to administer the Settlement, which includes the provision of notice to Class Members. The Claims Administrator is hereby appointed to supervise and administer the notice procedure as well as the processing of Claims as more fully set forth below:

(a) Not later than _____, 202__ (the "Notice Date") (a date thirty (30) calendar days after entry by this Court of this Order), the Claims Administrator shall commence mailing the Notice and Proof of Claim, substantially in the form annexed hereto as Exhibits A-1 and A-2, by First-Class Mail (or e-mail, where e-mail addresses are available) to all Class Members who can be identified with reasonable effort and post the Notice and Proof of Claim on its website at www.ApolloniaClassAction.com. For all Notices returned as undeliverable, the Claims Administrator shall use its best efforts to locate updated addresses;

(b) Not later than _____, 202__ (a date seven (7) calendar days after the Notice Date), the Claims Administrator shall cause the Summary Notice to be published once over a national newswire service and will be available on search engines such as Google, Yahoo!, and Bing; and

(c) At least seven (7) calendar days prior to the Final Approval Hearing, Lead

Class Counsel shall serve on Defendants' Counsel and file with the Court proof, by affidavit or declaration, of such mailing and publishing.

7. Nominees, if any, who held Apollonia units at the time of the merger for the beneficial ownership of Class Members shall send the Notice to all such beneficial owners of Apollonia units within ten (10) calendar days after receipt thereof, or send a list of the names and addresses or e-mail addresses where available of such beneficial owners to the Claims Administrator within ten (10) calendar days of receipt thereof, in which event the Claims Administrator shall promptly mail or e-mail the Notice to such beneficial owners. Lead Class Counsel shall, if requested, reimburse banks, brokerage houses or other nominees solely for their reasonable out-of-pocket expenses incurred in providing notice to beneficial owners who are Class Members out of the Settlement Fund, which expenses would not have been incurred except for the sending of such notice, subject to further order of this Court with respect to any dispute concerning such compensation.

8. Class Members shall be bound by all determinations and judgments in this Action concerning the Settlement, including, but not limited to, the releases provided for in the Stipulation, whether favorable or unfavorable to the Class, whether or not such Class Members submit Proofs of Claim or otherwise seek or obtain by any means any distribution from the Settlement Fund.

9. Class Members who wish to participate in the Settlement shall complete and submit Proofs of Claim in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim must be postmarked or submitted electronically no later than _____, 202__ (a date one hundred-twenty (120) calendar days from

the Notice Date). Any Class Member who does not timely submit a Proof of Claim within the time provided for, shall be barred from sharing in the distribution of the proceeds of the Net Settlement Fund, unless otherwise ordered by the Court, but will in all other respects be subject to and bound by the provisions of the Stipulation and the Judgment, if entered. Notwithstanding the foregoing, Lead Class Counsel may, in its discretion, accept late-submitted Claims for processing by the Claims Administrator so long as distribution of the Net Settlement Fund to Authorized Claimants is not materially delayed thereby. No Person shall have any claim against Class Representatives and Named Plaintiffs, Lead Class Counsel, or the Claims Administrator by reason of the decision to exercise such discretion whether to accept late-submitted Claims.

10. Any Class Member may enter an appearance in this Action, at his, her, or its own expense, individually or through counsel of his, her, or its own choice. Any Class Member who does not enter an appearance will be represented by Lead Class Counsel.

11. Any Class Member may file a written objection to the proposed Settlement and show cause why the proposed Settlement of this Action should or should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon. Any Class Member may file a written objection and show cause why the Plan of Allocation should or should not be approved, or why Lead Class Counsel's application for an award of attorneys' fees, costs, charges, and expenses as described herein should or should not be awarded. The written objection must be served on the counsel for the Settling Parties identified in the Notice, and filed with the Clerk of the United States District Court for the District of Minnesota, Warren E. Burger Federal Building and U.S.

Courthouse, 316 North Robert Street, St. Paul, MN 55101, on or before _____, 202__ (a date that is twenty-one (21) calendar days prior to the Final Approval Hearing). Any Class Member who does not make his, her, or its objection in the manner provided herein and in the Notice shall be deemed to have waived such objection and shall forever be foreclosed from making any objection to the fairness or adequacy of the proposed Settlement as set forth in the Stipulation, to the Plan of Allocation, or to the award of attorneys' fees and expenses to Lead Class Counsel or service awards to Class Representatives and Named Plaintiffs, unless otherwise ordered by the Court. Attendance at the Final Approval Hearing is not necessary. However, Persons wishing to be heard orally in opposition to approval of the Settlement, the Plan of Allocation, and/or the award of attorneys' fees and expenses to Lead Class Counsel are required to indicate in their written objection their intention to appear at the Final Approval Hearing. Class Members do not need to appear at the Final Approval Hearing or take any action if they do not oppose any aspect of the Settlement.

12. Any objections, filings, and other submissions by an objecting Class Member must: (i) state the name, address, and telephone number of the Person objecting and must be signed by the objector, even if the objector is represented by counsel; (ii) contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, a specific subset of the Class, or to the entire Class; (iii) include documents sufficient to prove membership in the Class, including the objecting Class Member's ownership of Apollonia

units at the time of the merger; and (iv) identify all other class action settlements in the prior two years in which the objector and his, her, its, or their counsel has previously objected.

13. Any Class Member who does not object to the Settlement, the Plan of Allocation, or Lead Class Counsel's application for an award of attorneys' fees, costs, charges and expenses in the manner prescribed herein and in the Notice shall be deemed to have waived such objection, and shall forever be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the proposed Settlement, this Order and the Judgment to be entered approving the Settlement, the Plan of Allocation, and/or the application by Lead Class Counsel for an award of attorneys' fees together with costs, charges and expenses.

14. Class Members will not be given a second opportunity to "opt-out" of the Class given that: (i) this Court already ordered the dissemination of individual notice of class action pendency to identifiable Class Members (ECF No. 195), which apprised Class Members of the opportunity to "opt-out"/request exclusion from the Class; and (ii) the Court-approved class notices contained the express warning that the failure to timely "opt-out"/request exclusion means "you are choosing to stay in the Class" and that you will be "legally bound by all of the Orders the Court issues and Judgments the Court makes in this lawsuit." ECF No. 193-2; ECF No. 193-1 (similar).

15. All funds held by the Escrow Agent shall be deemed and considered to be in custodia legis of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Stipulation and/or further

order(s) of the Court.

16. All opening briefs and supporting documents in support of the Settlement, the Plan of Allocation, and any application by Lead Class Counsel for attorneys' fees and expenses shall be filed and served by _____, 202__ (a date that is thirty-five (35) calendar days prior to the Final Approval Hearing). Replies to any objections shall be filed and served by _____, 202__ (a date that is seven (7) calendar days prior to the Final Approval Hearing).

17. Neither the Defendants, Defendants' Counsel, nor the other Released Defendant Parties shall have any responsibility for the Plan of Allocation or any application for attorneys' fees or expenses submitted by Lead Class Counsel, and such matters will be considered separately from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to the Plan of Allocation or any application for attorneys' fees or expenses, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel the Stipulation, or affect or delay the finality of the Judgment and the settlement of this Action.

18. At or after the Final Approval Hearing, the Court shall determine whether to approve the Plan of Allocation proposed by Lead Class Counsel, and any application for attorneys' fees, payment of expenses, service awards, or other requests.

19. All reasonable expenses incurred in identifying and notifying potential Class Members, as well as administering the Settlement Fund, shall be paid as set forth in the Stipulation. In the event the Settlement is not approved by the Court, or otherwise fails to become effective, neither Class Representatives nor Named Plaintiffs nor Lead Class

Counsel shall have any obligation to repay any amounts incurred and properly disbursed pursuant to ¶5.5 or ¶5.11 of the Stipulation.

20. Neither the Stipulation, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be construed as an admission or concession by Defendants as to the validity of any claims or as to the truth of any of the allegations in this Action, or of any liability, fault, or wrongdoing of any kind.

21. The Court reserves the right to adjourn the date of the Final Approval Hearing without further notice to Class Members, and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement. The Court may approve the Settlement, with such modifications as may be agreed to by the Settling Parties, if appropriate, without further notice to the Class.

22. If the Stipulation and the Settlement set forth therein is not approved or consummated for any reason whatsoever, this Order shall be rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation. This Order, the Stipulation, and the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties status quo ante as of November 1, 2024.

23. Unless otherwise ordered by the Court, all proceedings in this Action are stayed, except as may be necessary to implement the Settlement or comply with the terms of the Stipulation or other agreement of the Settling Parties. Pending final determination of whether the proposed Settlement should be approved, neither Class Representatives nor Named Plaintiffs nor any Class Member, directly or indirectly, representatively, or in any

other capacity, shall commence or prosecute against any of the Released Defendant Parties, any action or proceeding in any court or tribunal asserting any of the Released Plaintiffs' Claims.

IT IS SO ORDERED.

DATED: _____

HONORABLE JERRY W. BLACKWELL
UNITED STATES DISTRICT JUDGE

1675871

**UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA**

TIM WALSH, JULIE WALSH,)
GREGORY KETCHUM, PATRICIA)
KETCHUM, PETER MURPHY, SAM)
PETERSON, and FRANK BACA, on)
Behalf of Themselves and All Others)
Similarly Situated,)

Case No.: 0:19-cv-01856-JWB-DTS

EXHIBIT A-1

Plaintiffs,)

v.)

CLIFFORD M. BUCHHOLZ, MICHAEL J.)
HEROLD, RYAN A. MARTORANO,)
MICK A. OCCHIATO, FRANK R.)
RAMIREZ, BRENT M. T. KEELE,)
STEPHEN D. TEBO, JERRY)
MORGENSEN, JAMES L. PARKE,)
JOSEPH D. SCHOFIELD, III, ST.)
RENATUS, LLC, and SR MERGER SUB,)
LLC,)

Defendants.)

_____)

**NOTICE OF PROPOSED SETTLEMENT
OF CLASS ACTION AND SETTLEMENT HEARING**

NOTICE OF CLASS ACTION SETTLEMENT AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA

A court authorized this Notice. This is not a lawyer solicitation. You are not being sued.

TO: ALL PERSONS OR ENTITIES HOLDING APOLLONIA, LLC ("APOLLONIA") UNITS AS OF THE APRIL 16, 2019 ACQUISITION OF APOLLONIA BY ST. RENATUS, LLC ("ST. RENATUS").

NOTICE OF SETTLEMENT: Please be advised that class representatives Frank Baca and Sam Peterson ("Class Representatives"), on behalf of themselves and the Class (defined in paragraph 4 below) and defendants Clifford M. Buchholz, Michael J. Herold, Ryan A. Martorano, and Mick A. Occhiato (the "Apollonia Defendants"), Frank R. Ramirez, Brent M. T. Keele, Stephen D. Tebo, Jerry Morgensen, James L. Parke, Joseph D. Schofield, III, and St. Renatus (the "St. Renatus Defendants") (the Apollonia Defendants and St. Renatus Defendants are, collectively, the "Defendants") have reached a proposed settlement ("Settlement") for \$11,600,000 in cash (the "Settlement Fund").¹ The proposed Settlement, if approved, will resolve all of the claims asserted in the above-captioned class action lawsuit against the Defendants.

- The Settlement provides significant monetary payments to persons and entities who held Apollonia units as of the April 16, 2019 acquisition of Apollonia by St. Renatus (the "Merger"), pursuant to which unitholders' ownership interests in Apollonia were terminated.
- The Settlement resolves the Action and avoids the risks of continuing the lawsuit, including the risk that no money would ever be paid to Class Members.
- Your legal rights are affected whether you act, or do not act. To receive a monetary payment from the Settlement Fund, you must submit a Proof of Claim form.

PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice summarizes the Settlement and how Class Members will be affected by the Settlement. For the precise terms of the settlement, please see the Stipulation available at www.ApolloniaClassAction.com, by contacting class counsel at www.Robbinsllp.com/category/notices, by accessing the Court docket in this case, for a fee, through the Court's Public Access to Court Electronic Records ("PACER") system at <https://ecf.mnd.uscourts.gov>, or by visiting the office of the Clerk of the Court for the

¹ All capitalized terms used in this Notice that are not otherwise defined herein shall have the meanings provided in the Stipulation of Settlement dated November 1, 2024 (the "Stipulation"), which are available on the websites www.ApolloniaClassAction.com and www.robbinsllp.com/category/notices.

United States District Court for the District of Minnesota between 9:00 a.m. and 4:00 p.m., Monday through Friday, excluding Court holidays.

The following table provides a brief summary of YOUR rights and the relevant deadlines:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM.	The only way to get a cash payment from the Settlement Fund. Proof of Claim forms must be postmarked or submitted via email or online (at www.ApolloniaClassAction.com) on or before _____, 20__.
OBJECT.	Write to the Court about why you do not like the Settlement, by _____, 20__.
GO TO THE SETTLEMENT HEARING ON _____, 20__.	Ask to speak in Court about the fairness of the settlement. Requests to speak must be received by the Court and counsel for the parties in the lawsuit by _____, 20__.
DO NOTHING.	Get no payment from the Settlement Fund. Give up your rights.

SUMMARY OF IMPORTANT INFORMATION

The Litigation Statement of Class Recovery

The Class Representatives brought this class action alleging, among other things, that the Merger (as described further in paragraph 2 below) undervalued Apollonia and was the product of an unfair sales process, the Apollonia Defendants breached their fiduciary duties by agreeing to the Merger, and the St. Renatus Defendants aided and abetted those breaches.

Subject to Court approval, Class Representatives, on behalf of themselves and the Class, have agreed to settle the Action in exchange for the Settlement Fund, comprised of \$11,600,000 in cash paid by Defendants' insurers, which has been deposited into an interest-bearing escrow account. The "Net Settlement Fund" (*i.e.*, the Settlement Fund less attorneys' fees, expenses, service awards, and other costs awarded by the Court) will be distributed to Class Members in accordance with a plan of allocation (the "Plan of Allocation") that is approved by the Court. The Plan of Allocation will determine how the Net Settlement Fund shall be allocated among Class Members (discussed in paragraph 19 below). If the Court approves the proposed Settlement and Stipulation, the Action will be dismissed and members of the Class will settle and release all Released Claims (defined in paragraph 10 below).

Estimate of Average Amount of Class Member Recovery:

Consistent with the Plan of Allocation and assuming that all Class Members elect to receive a portion of the Settlement Fund, Class Members are estimated to recover 76.66% of their unreturned cash invested in Apollonia as of April 16, 2019 (after the deduction of attorneys' fees, expenses, and other Court-approved costs as described herein). For example, if a Class Member had \$10,000 in outstanding cash investment in Apollonia at the time of the Merger on April 16, 2019, then they would receive approximately \$7,666.00 as a result of the Settlement. **This is only an estimate.** Class Members may recover more or less than the estimated amount depending on, among other factors, the total number of valid Claim forms, the value of valid Claim forms submitted, and whether the Court approves the Plan of Allocation (as discussed in paragraph 19 below).

Statement of Potential Outcome of Case and Estimated Damages

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages that would be recoverable, if any, if the Class prevailed at trial on each claim alleged. The Defendants deny that they are liable to the Class and deny that the Class has suffered any damages at all. The issues on which the parties disagree are many, but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under applicable state law; (2) whether Defendants have valid defenses to any such claims of liability; and (3) the amount of damages (if any) to which Class Representatives and the Class are entitled. Nevertheless, Class Representatives' best

estimate is that, if they had prevailed on all claims asserted in this Action at trial, they would have recovered between approximately \$14.9 million and \$46.7 million on behalf of the Class. Thus, the Settlement Fund represents between approximately 77.8% and 24.8% of these recovery estimates. These estimates are based on Class Representatives' experts' calculations of the estimated value of Apollonia at the time of the Merger. Defendants dispute these estimates and dispute that the Class would be entitled to any recovery at all.

Statement of Attorneys' Fees and Expenses Sought

Class Counsel have prosecuted the Action on a wholly contingent basis, have not yet received any payment of attorneys' fees, and have advanced all of the expenses incurred to prosecute the claims against Defendants. Lead Class Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33.3%) of the Settlement Fund, or approximately \$3.86 million, plus approximately \$570,443 in litigation expenses, plus interest earned on both amounts at the same rate as earned by the Settlement Fund. In addition, Class Representatives and Named Plaintiffs intend to petition the Court for Service Awards up to \$150,000 (up to \$25,000 for each of the two Class Representatives and \$20,000 for each of the five Named Plaintiffs) in the aggregate to reflect the time and effort they have expended on behalf of the Class. Any fees and expenses awarded by the Court will be paid from the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

Further Information

For further information regarding the Action, this Notice, how to submit a Proof of Claim form, or to review the Stipulation, please contact the Claims Administrator toll-free at (866) 828-2555, or visit the website at www.ApolloniaClassAction.com.

You may also contact representatives of counsel for the Class: Stephen J. Oddo, Esq., Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, Telephone: 619-525-3990, www.robbinsllp.com.

PLEASE DO NOT CALL THE COURT OR DEFENDANTS WITH QUESTIONS ABOUT THE SETTLEMENT.

Reasons for the Settlement

Class Representatives' principal reason for entering into the Settlement is that the Settlement provides an immediate cash benefit to the Class now, without any further risk or the delays inherent in continued litigation. The cash benefit under the Settlement must be considered against the significant risk that a smaller recovery—or, no recovery at all—might be achieved after contested motions, trial, and likely appeals, a process that could last several years into the future. For Defendants, who have denied and continue to deny all allegations of liability, fault, or wrongdoing whatsoever, the principal reason for

entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens inherent in any litigation, especially in complex cases such as this Action.

BASIC INFORMATION

1. Why did I get this Notice?

This Notice was sent to you pursuant to an Order of a U.S. District Judge for the District of Minnesota because you or someone in your family or an investment account for which you serve as custodian may have owned Apollonia units as of the April 16, 2019 acquisition of Apollonia by St. Renatus. This Notice explains the class action lawsuit arising out of that Merger, the Settlement, Class Members' legal rights in connection with the Settlement, what benefits are available, who is eligible for them, and how to get them.

This Action is pending in the U.S. District Court for the District of Minnesota and the case is known as *Walsh, et al. v. Buchholz, et al.*, Case No. 0:19-cv-01856-JWB-DTS. The case has been assigned to the Honorable Jerry W. Blackwell. The individuals representing the Class are the Class Representatives, and the individuals they sued and who have now settled are called the Defendants.

2. What is this lawsuit about?

On April 16, 2019, Apollonia was acquired by St. Renatus in a unit-for-unit Merger transaction, pursuant to which Apollonia's former unitholders received 200,000 St. Renatus common units (representing approximately 10% of the combined-company) in exchange for their Apollonia units. Prior to the Merger, Apollonia existed as a holding company to receive and distribute to investors the royalty payments owed to Apollonia and its investors from sales of Kovanaze®, a nasally-administered dental anesthetic that relied on certain intellectual property rights assigned by Apollonia. The Merger terminated the rights of Apollonia and its investors to receive royalty payments based on St. Renatus' sales of Kovanaze®.

On June 3, 2019, the Action was commenced in the District Court of Hennepin County, Fourth Judicial District, State of Minnesota. On July 15, 2019, the Action was removed to federal court by the St. Renatus Defendants.

On November 26, 2019, plaintiffs Tim Walsh, Julie Walsh, Gregory Ketchum, Patricia Ketchum, Peter Murphy, Sam Peterson, and Frank Baca filed the operative Amended Complaint Based Upon Self-Dealing and Breach of Fiduciary Duty (the "Amended Complaint"). The Amended Complaint alleges, among other things, that: the Merger undervalued Apollonia; the Merger did not reflect the value of Apollonia's claims to the intellectual property on which Kovanaze® relied; the process leading up to the merger was flawed and not reasonably designed to maximize value; the merger solicitation documents contained materially false and misleading statements and omissions; the Apollonia Defendants breached their fiduciary duties to Apollonia's unitholders by

agreeing to the Merger; and, the St. Renatus Defendants aided and abetted the Apollonia Defendants' breaches of duty.

On December 10, 2019, the Apollonia Defendants filed their Answer to the Amended Complaint and Affirmative Defenses. On December 16, 2019, the St. Renatus Defendants filed their Answer to the Amended Complaint.

On February 3, 2020, plaintiffs moved for class certification. After full briefing by the parties, the Court certified this action as a class action lawsuit, appointed plaintiffs Sam Peterson and Frank Baca as Class Representatives, appointed Robbins LLP as Lead Class Counsel, and certified the Class (described in paragraph 4).

On September 30, 2022, Class Representatives, on behalf of the Class, filed a motion seeking approval of the class notice plan and the appointment of the notice administrator. On October 11, 2022, the Court granted Plaintiffs' motion, approved the proposed class notice and notice plan, appointed A.B. Data, Ltd. as the notice administrator, and set December 22, 2022 as the date for Class Members to request exclusion (*i.e.*, "opt-out") from the certified Class.

The parties have undertaken extensive fact and expert discovery relating to the claims at issue in this Action. Specifically, Lead Class Counsel has reviewed tens of thousands of pages of documents and other materials produced by the Apollonia Defendants and the St. Renatus Defendants in response to numerous discovery requests, including e-mail communications, board materials, financial data, analyst reports, and regulatory filings and clinical data. Lead Class Counsel has also reviewed documents and other materials produced in response to subpoenas issued to twelve third-parties.

From December 2020 to July 2021, Lead Class Counsel deposed nineteen party and third-party witnesses that played a role in the Merger, the management of Apollonia and/or St. Renatus, and/or the efforts to sell both companies.

Additionally, Class Representatives and the Named Plaintiffs responded to discovery propounded by the Apollonia Defendants and the St. Renatus Defendants, including requests for production and interrogatories. Class Representatives and several Named Plaintiffs sat for depositions, where they were questioned by counsel for the Apollonia Defendants and counsel for the St. Renatus Defendants over the course of several hours.

Extensive expert discovery was undertaken by the parties. Class Representatives, on behalf of the Class, retained three expert witnesses who prepared expert reports opining on issues relating to, among other things, the damages suffered by the Class as a result of the alleged wrongdoing, Apollonia's ownership of intellectual property and intellectual property rights, and the conduct of the St. Renatus Defendants in connection with the Merger. The Apollonia Defendants and the St. Renatus Defendants retained a total of four

expert witnesses to rebut and respond to the opinions and/or conclusions of Class Representatives' experts. All of the expert witnesses were deposed by counsel.

After the conclusion of fact and expert discovery, the parties filed summary judgment motions. On July 26, 2022, Lead Class Counsel moved for partial summary judgment, asking the Court to determine the standard that would govern Class Representatives' claims at trial. On the same day, the Apollonia Defendants and the St. Renatus Defendants separately moved for summary judgment seeking to dismiss the claims asserted against them in the Action. The Apollonia Defendants and the St. Renatus Defendants also filed separate motions seeking to exclude the testimony of Class Representatives' expert witnesses.

On August 18, 2022, Lead Class Counsel opposed the Apollonia Defendants' and the St. Renatus Defendants' respective motions. The same day, the Apollonia Defendants opposed Class Representatives' motion for partial summary judgment. On August 24, 2022, Class Representatives, the Apollonia Defendants, and the St. Renatus Defendants filed reply briefs in further support of their respective motions.

On December 13, 2022, Judge David S. Doty held oral argument on the parties' respective summary judgment motions and motions to exclude the testimony of Class Representatives' expert witnesses. The Court took the issues under submission.

On May 11, 2023, Judge Doty denied on all grounds the Apollonia Defendants' and the St. Renatus Defendants' respective summary judgment motions and motions to exclude the testimony of Class Representatives' expert witnesses. At the same time, Judge Doty granted in part Class Representatives' motion for partial summary judgment.

On February 16, 2024, the Action was reassigned to Judge Jerry W. Blackwell. On May 8, 2024, Judge Blackwell issued an order setting this matter for trial on August 12, 2024. On May 31, 2024, Judge Blackwell issued a second amended order setting this matter for trial on November 12, 2024. On August 5, 2024, Judge Blackwell issued a third amended order moving the trial date to November 15, 2024.

The Settlement Negotiations

For several years, the parties explored the possibility of a settlement. On January 12, 2021, Lead Class Counsel and Defendants' Counsel participated in a virtual mediation with Robert A. Meyer, Esq. of JAMS ADR. The mediation was unsuccessful.

On November 30, 2021, following the close of fact discovery and the exchange of expert reports, a second mediation was held with Mr. Meyer in-person in Los Angeles. The mediation was unsuccessful.

After the summary judgment hearing, the Court ordered the parties to participate in a settlement conference with Magistrate Judge David M. Schultz, which took place on February 13, 2023. The settlement conference was unsuccessful.

Faced with the prospect of trial in the fall of 2024, the parties revisited settlement discussions in the summer of 2024. On July 8, 2024, the parties engaged in a full-day in-person mediation session with Jed. D. Melnick of JAMS ADR in New York.

At the mediation, a global resolution of all the claims asserted in the Action remained elusive. Under the direction of Mr. Melnick, the parties explored the feasibility of a partial settlement. Through these efforts, Class Representatives (on behalf of the Class) and the Apollonia Defendants were able to reach a settlement to resolve the claims asserted against the Apollonia Defendants (the "Partial Settlement"). The Partial Settlement required the Apollonia Defendants' insurer to contribute \$2,500,000 toward the Settlement Fund and to agree to certain terms of cooperation to aid in the further prosecution of the Action against the St. Renatus Defendants.

Following the mediation, Mr. Melnick continued to engage with the St. Renatus Defendants' counsel and insurers to explore whether a global settlement could be reached.

Over the course of August 19-22, 2024, Lead Class Counsel conducted in-person interviews with each of the Apollonia Defendants pursuant to cooperation terms required by the Partial Settlement.

After the cooperation interviews concluded, Mr. Melnick conducted further discussions with Lead Class Counsel and the St. Renatus Defendants' counsel and insurers. Following these discussions, on September 6, 2024, Mr. Melnick made a mediator's proposal that would require the St. Renatus Defendants to settle the Action for monetary consideration of \$9,100,000.

On September 12, 2024, Mr. Melnick informed both sides that the proposal had been accepted.

On September 16, 2024, the Settling Parties informed the Court that they reached an agreement-in-principle to settle the Action.

On November 1, 2024, the Settling Parties executed the Stipulation setting forth the terms of the Settlement.

On [DATE], the Court granted preliminary approval of the Settlement and ordered that notice of the settlement be sent to Class Members.

3. Why is there a Settlement?

The Court has not decided in favor of the Defendants or Class Representatives. Instead, both sides agreed to the Settlement to avoid the distraction, costs, and risks of further litigation, and Class Representatives agreed to the Settlement in order to ensure that Class Members will receive monetary compensation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am affected by the Settlement? Who is included in the Class?

The Class consists of:

All holders of Apollonia, LLC units at the time of the April 16, 2019 acquisition of Apollonia, LLC by St. Renatus, LLC.

Excluded from the Class by order of the Court are: (a) Defendants; (b) members of the immediate family of each individually named Defendant; (c) any person who was an officer or director of St. Renatus, LLC or Apollonia, LLC at the time of the merger of those two entities; (d) any firm, trust, corporation, officer, or other entity in which any defendant has or had a controlling interest; (e) any person who participated in the wrongdoing alleged in the Amended Complaint; and (f) the legal representatives, agents, affiliates, heirs, beneficiaries, successors in interest, or assigns of any such person or entity. Also excluded from the Class is any Class Member who requested exclusion (*i.e.*, chose to "opt-out") from the Class on or before the December 22, 2022 exclusion date previously ordered by the Court.

Please Note: If you are a Class Member and you wish to be eligible to receive a cash payment from the proceeds in the Net Settlement Fund, you are required to submit the Proof of Claim form and the required supporting documentation as set forth therein postmarked or submitted online on or before _____, 20__.

5. What if I am still not sure if I am included?

If you are still not sure whether you are included, you can ask for free help. You can contact the Claims Administrator toll-free at (866) 828-2555 or you can fill out and return or submit online the Proof of Claim form, to see if you qualify.

THE SETTLEMENT BENEFITS – WHAT YOU GET

6. What does the Settlement provide?

CASH CONSIDERATION: The Settlement provides that, in exchange for the release of the Released Claims (defined in paragraph 10 below) and dismissal of the Action with prejudice, Defendants have agreed to instruct their respective insurers to provide the Settlement Fund totaling \$11,600,000 in cash. After the deduction of attorneys' fees, expenses, and other costs approved by the Court, the remaining Settlement Fund proceeds will be distributed according to the Plan of Allocation (*see* paragraph 19 – How will the Settlement Fund be Allocated?).

7. How much will my monetary payment be?

At this point, it is not possible to make a definitive determination as to how much money any individual Class Member may receive from the Settlement Fund.

Your share of the Settlement Fund will depend on several things, including the total number of valid Proof of Claim forms submitted by Class Members, and the amount of unreturned cash that you and other Class Members who submit valid Proof of Claim forms had invested in Apollonia at the time of the Merger.

Consistent with the Plan of Allocation and assuming that all Class Members elect to receive a payment from the Settlement Fund, Class Members are estimated to recover 76.66% of their outstanding cash invested in Apollonia as of April 16, 2019 (after the deduction of attorneys' fees, expenses, and other courts approved by the Court as described herein). Thus, if a Class Member had \$10,000 in outstanding cash invested in Apollonia at the time of the Merger on April 16, 2019, it is estimated that they would receive approximately \$7,666.00 as a result of the Settlement. **This is only an estimate.**

HOW YOU GET A PAYMENT – SUBMITTING A CLAIM FORM

8. How can I get a monetary payment?

To be eligible for a monetary payment from the Settlement Fund, you **MUST** submit a Proof of Claim form. A Proof of Claim form is enclosed with this Notice and may be downloaded at www.ApolloniaClassAction.com. Read the instructions carefully, fill out the Proof of Claim, include all the documents the form asks for, sign it, and **mail it so that it is postmarked no later than _____, 20__**. The Proof of Claim form may be submitted online at www.ApolloniaClassAction.com or via e-mail at info@ApolloniaClassAction.com. If you have any questions about how to submit a Proof of Claim form, please contact the Class Administrator or Lead Class Counsel.

9. When would I get my payment(s)?

The Court will hold a hearing on _____, 20__, at __.m. (the "Settlement Hearing"), to decide whether to approve the Settlement. If the Court approves the Settlement, there might be appeals. It is always uncertain whether appeals can be resolved, and if so, how long it would take to resolve them. It also takes time for all the Proof of Claim form to be processed by the Claims Administrator. Please be patient. The Stipulation calls for the Settlement Fund to be distributed to eligible Class Members after the Court's order approving the Settlement becomes a "Final" and is no longer subject to appeal, and after the Claims Administrator processes the Proof of Claim forms.

<p>10. What am I giving up if the Settlement is approved?</p>
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If the Settlement is approved, that will mean that you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or the Released Parties about the Released Claims. If the Settlement is approved and if you are a Class Member and did not timely and validly request exclusion (*i.e.*, "opted out") from the Class, you will give up all "Released Claims," including "Unknown Claims" (as defined below) that you may have against the "Released Parties" (as defined below):

- "Released Claims" means all Released Defendants' Claims and all Released Plaintiffs' Claims.
- "Released Defendant Party" or "Released Defendant Parties" means each and all of the following: (a) each and every Defendant; (b) any and all of Defendants' respective past, present, or future parents, affiliates, associates, subsidiaries, divisions, related entities and affiliates, professional corporations, general or limited partnerships, limited liability corporations, limited liability companies, joint ventures, associations, joint stock companies, personal or legal representatives, unincorporated associations, any other business or legal entities, controlling persons, directors, officers, shareholders, partners, principals, Immediate Family Members, heirs, estates, estate managers, trustees, trusts, executors, administrators, predecessors, successors, successors in interest, assigns, assignees, members, agents, employees, managers, representatives, indemnifiers, insurers, co-insurers, reinsurers, advisors (including financial or investment advisors), bankers, consultants, attorneys, accountants, auditors, underwriters, and entities providing fairness opinions; (c) any entity in which a Defendant has or had a controlling interest; and (d) Defendants' Counsel.
- "Released Defendants' Claims" means any and all claims, rights, causes of action, or liabilities of every nature and description whatsoever, whether known claims or Unknown Claims, whether asserted or unasserted, whether arising under federal, state, common, or foreign law, against a Releasing Plaintiff Party that are based upon, arise out of, concern, or relate in any way to the institution, prosecution, or settlement of the Action against Defendants. Released Defendants' Claims do not include, settle, or release any claims relating to the enforcement of this Stipulation or the Settlement.
- "Releasing Plaintiff Party" or "Releasing Plaintiff Parties" means each and all of the following: (a) Class Representatives; (b) Named Plaintiffs; (c) Class Counsel; (c) each and every Class Member; and (d) any and all of Class Representatives' and each Class Member's respective past, present, or future respective parents, affiliates, associates, subsidiaries, divisions, related entities and affiliates, professional corporations, general or limited

partnerships, limited liability corporations, limited liability companies, joint ventures, associations, joint stock companies, personal or legal representatives, unincorporated associations, any other business or legal entities, controlling persons, directors, officers, shareholders, partners, principals, Immediate Family Members, heirs, estates, estate managers, trustees, trusts, executors, administrators, predecessors, successors, successors in interest, assigns, assignees, members, agents, employees, managers, representatives, indemnifiers, insurers, co-insurers, reinsurers, advisors (including financial or investment advisors), bankers, consultants, attorneys, accountants, auditors, underwriters, and entities providing fairness opinions.

- "Released Plaintiffs' Claims" means any and all claims, causes of action, demands, losses, rights, or liabilities of every nature and description whatsoever against the Released Defendant Parties, whether known claims or Unknown Claims (as defined below), whether asserted or unasserted, whether arising under federal, state, common, or foreign law, whether class or individual in nature, that (a) were asserted, alleged, or set forth in the Amended Complaint or any prior complaint filed in the Action, (b) were asserted or alleged in the Action, (c) could have been asserted, alleged, or set forth in the Amended Complaint or the Action or could in the future be asserted or alleged in any other action or in any other forum (including, without limitation, any federal or state court, or in any other court, arbitration proceeding, administrative agency, or other forum, in the U.S. or elsewhere) by Class Representatives, any Class Member, or any other Releasing Plaintiff Party arising out of, based upon, concerning, or relating in any way to both (i) the Merger of Apollonia with and into St. Renatus, and (ii) the facts, allegations, assertions, matters, events, transactions, acts, occurrences, statements, representations, misrepresentations, omissions, claims, and/or legal theories that were or could have been alleged, set forth, referred to, or involved in this Action, the Amended Complaint, or any prior complaint filed in this Action.
- "Unknown Claims" means (a) any and all Released Plaintiffs' Claims that any of the Releasing Plaintiff Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its release of the Released Defendant Parties or decision(s) with respect to the Settlement, and (b) any and all Released Defendants' Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, their, or its favor at the time of the release of the Releasing Plaintiff Parties, which, if known by him, her, them, or it, might have affected his, her, their, or its release of the Releasing Plaintiff Parties. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon

the Effective Date of the Settlement, the Settling Parties shall expressly waive, and each Releasing Plaintiff Party and Released Defendant Party shall, by operation of the Judgment or the Alternate Judgment, be deemed to have expressly waived, any and all provisions, rights, and benefits conferred by California Civil Code §1542 and any law of any state or territory of the United States, or principle of common 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.

Class Representatives acknowledge, and the Class Members 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 Class Representative, and by operation of law the Class Members, to completely, fully, finally, and forever extinguish any and all Released 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. Class Representatives acknowledge, and the Class Members by operation of law shall be deemed to have acknowledged, that 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 Defendants in entering into the Stipulation.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court ordered that the law firm of Robbins LLP represents the Class Members, including you. These lawyers are called Lead Class Counsel. If you want to be represented by your own lawyer, you may hire one at your own expense.

12. How will the lawyers be paid?

Class Counsel will apply to the Court for an award of attorneys' fees not to exceed one-third (33.3%) of the Settlement Fund, or approximately \$3.86 million, and approximately \$570,443 in reimbursement of litigation expenses incurred in connection with the prosecution of the Action, plus interest on such fees and expenses at the same rate as earned by the Settlement Fund. In addition, Class Representatives and Named Plaintiffs may seek Service Awards of up to \$150,000 in the aggregate for the time and effort they

have expended on behalf of the Class. Such sums as may be approved by the Court will be paid from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

You can tell the Court that you do not agree with the Settlement or any part of it.

13. How do I tell the Court that I object to the proposed Settlement?

If you are a Class Member, you can comment or object to the proposed Settlement and/or Lead Class Counsel's fee and expense application and the proposed Service Awards for Class Representatives and/or Named Plaintiffs. You can write to the Court setting out your comment or objection. You cannot ask the Court to order a different Settlement; the Court can only approve or reject the Settlement. If the Court denies approval, no cash payments will be sent out, and the lawsuit will continue. If that is what you want to happen, you should object. The Court will consider your views.

Any objection to the Settlement must be in writing. Written objections should: (i) identify the case name, state the name, address, and telephone number of the Person objecting and must be signed by the objector, even if the objector is represented by counsel; (ii) contain a statement of the Class Member's objection or objections, and the specific reasons for each objection, including any legal and evidentiary support the Class Member wishes to bring to the Court's attention and whether the objection applies only to the objector, a specific subset of the Class, or to the entire Class; (iii) include documents sufficient to prove membership in the Class, including the objecting Class Member's ownership of Apollonia units at the time of the Merger; and (iv) identify all other class action settlements in the prior two years in which the objector and his, her, its, or their counsel has previously objected.

If you file a timely written objection, you may, but are not required to, appear at the Settlement Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for hiring and paying that attorney.

All written objections and supporting papers must (a) clearly identify the case name and number, (b) be submitted to the Court either by filing them electronically or in person at any location of the United States District Court for the District of Minnesota or by mailing them to the Court Clerk, United States District Court for the District of Minnesota, 316 N. Robert Street, Suite 100, St. Paul, MN 55101, and (c) be filed or postmarked on or before _____, 20__.

THE COURT'S SETTLEMENT HEARING

The Court will hold a hearing to decide whether to approve the proposed Settlement. You may attend and you may ask to speak, but you do not have to.

14. When and where will the Court decide whether to approve the proposed Settlement?

The Court will hold the Settlement Hearing at .m., on _____, 20__, in the Courtroom of the Honorable Jerry W. Blackwell, U.S. District Judge, at the U.S. District Court in and for the District of Minnesota, Warren E. Burger Federal Building and U.S. Courthouse, 316 North Robert Street, Courtroom 3B, St. Paul, MN 55101.

At the hearing, the Court will consider whether the Settlement and requested fees and expenses are fair, reasonable, and adequate. If there are comments or objections, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. After the Settlement Hearing, the Court will decide whether to approve the Settlement. We do not know how long these decisions will take. You should be aware that the Court may change the date and time of the Settlement Hearing without another notice being sent to Class Members. If you want to attend the hearing, you should check with Lead Class Counsel or the Settlement website www.ApolloniaClassAction.com beforehand to be sure that the date and/or time has not changed.

15. Do I have to come to the Settlement Hearing?

No. Class Members do not need to attend the Settlement Hearing. Lead Class Counsel will address any questions the Court may have. While not required to attend, you are welcome to do so at your own expense. If you send an objection, you do not have to come to Court to talk about it. The Court will consider any objection made in accordance with the requirements in paragraph 13 above. You may also pay your own lawyer to attend, but it is not necessary. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

16. May I speak at the hearing?

If you object to the Settlement or the amount of fees and expenses requested, you may ask the Court for permission to speak at the Settlement Hearing. To do so, you must file an objection with the Court prior to the objection deadline (*see* paragraph 13 above).

IF YOU DO NOTHING

17. What happens if I do nothing?

If you do nothing, you will not receive any monetary payment from the Settlement Fund.

GETTING MORE INFORMATION

18. How do I get more information?

For even more detailed information concerning the matters involved in this Action, you can obtain answers to common questions regarding the proposed Settlement by contacting the Claims Administrator toll-free at 1-866-828-2555. Reference is also made to the Stipulation, to the pleadings in support of the Settlement, to the Orders entered by the Court and to the other settlement-related papers filed in the Action, which are posted on the Settlement website at www.ApolloniaClassAction.com, and which may be inspected at the Office of the Clerk of the U.S. District Court in and for the District of Minnesota, Warren E. Burger Federal Building and U.S. Courthouse, 316 North Robert Street, Suite 100, St. Paul, MN 55101, during regular business hours. For a fee, all papers filed in this Action are available at www.pacer.gov.

PLAN OF ALLOCATION OF NET SETTLEMENT AMOUNT AMONG CLASS MEMBERS

19. How will the Net Settlement Fund be allocated?

Plan of Allocation for the Net Settlement Fund:

The Net Settlement Fund (*i.e.*, the Settlement Fund less fees, expenses, and other Court-approved costs) shall be distributed to Class Members who submit timely and valid Proof of Claim forms to the Claims Administrator ("Authorized Claimants"). The Net Settlement Fund will be disbursed by the Claims Administrator to each Authorized Claimant as soon as reasonably practicable and in the manner set forth herein.

Prior to the Merger, the rights and entitlements of the holders of Apollonia units were set forth in Apollonia's Articles of Organization and Member Control and Operating Agreement (the "Operating Agreement"), as amended and restated. Under the Operating Agreement, investors that contributed cash to acquire their Apollonia units were entitled to preferential priority distribution rights (the "Priority Distribution Rights"). The Priority Distribution Rights required Apollonia to prioritize all future cash distributions toward investors with Priority Distribution Rights until all investors holding such rights received the full repayment of the cash amount(s) they invested to acquire their Apollonia units. The original amount of cash invested by each holder of Apollonia units with Priority Distribution Rights, as well as each such Apollonia unitholder's balance of unreturned invested cash as of the Merger (*i.e.*, the amount of invested cash not returned to investors via the Priority Distribution Rights as of April 16, 2019), is set forth in Apollonia's books and records.

Under the Operating Agreement, holders of Apollonia units without Priority Distribution Rights (*i.e.*, Apollonia unitholders who did not contribute cash to acquire their units) were eligible to receive cash distributions from the company on a pro rata basis only

after the full amount of invested cash had been returned to the holders of Apollonia units with Priority Distribution Rights.

The Net Settlement Fund will be distributed in a manner that gives effect to the Priority Distribution Rights of Apollonia unitholders. In the unlikely event there are sufficient funds in the Net Settlement Fund, each Authorized Claimant with Priority Distribution Rights will receive a cash payment equal to, but not exceeding, the amount of each Authorized Claimant's unreturned cash investment in Apollonia.

In the scenario where, after giving effect to the Priority Distribution Rights of Authorized Claimants, a portion of the Net Settlement Fund still remains, then Authorized Claimants will receive cash payments equal to the product of (i) the number of Apollonia units held by the Authorized Claimant, and (ii) the per-unit recovery, which will be determined by dividing the remaining amount of the Net Settlement Fund by the total number of Apollonia units held by all Authorized Claimants.

If, however, and as is more likely, the amount in the Net Settlement Fund is not sufficient to permit a full payment of cash to all Authorized Claimants with Priority Distribution Rights, then each Authorized Claimant shall receive a pro rata cash payment equal to the product of the (i) the Net Settlement Fund, and (ii) an Authorized Claimant's unreturned cash invested divided by the total amount of unreturned cash invested for all Authorized Claimants with Priority Distribution Rights.

Cash distributions will be made to Authorized Claimants after all claims have been processed and after the Court has finally approved the Settlement. If any funds remain in the Net Settlement Fund by reason of un-cashed distribution checks or otherwise, then, after the Claims Administrator has made reasonable and diligent efforts to have Class Members cash their distributions, any balance remaining in the Net Settlement Fund after at least one hundred and twenty (120) days after the initial distribution of such funds shall be used: (a) first, to pay any amounts mistakenly omitted from the initial disbursement; (b) second, to pay additional settlement administration fees, costs, and expenses, including those of Lead Class Counsel as may be approved by the Court; and (c) to make a second distribution to claimants who cashed their checks from the initial distribution and who would receive at least \$10.00 (after payment of the estimated costs, expenses, or fees to be incurred in administering the Net Settlement Fund and in making this second distribution), if such second distribution is economically feasible. These redistributions shall be repeated, if economically feasible, until the balance remaining in the Net Settlement Fund is *de minimis* and such remaining balance shall then be distributed to the Federal *Pro Se* Project, a partnership between the United States District Court for the District of Minnesota and the Minnesota Chapter of the Federal Bar Association, which seeks to increase access to the federal court system and address the unique challenges of *pro se* litigants.

Defendants, their respective counsel, and all other Released Parties will have no responsibility or liability whatsoever for the investment of the Settlement Fund, the distribution of the Net Settlement Fund, the Plan of Allocation, or the payment of any

claim. Class Representatives and Class Counsel, likewise, will have no liability for their reasonable efforts to execute, administer, and distribute the Settlement.

SPECIAL NOTICE TO SECURITIES BROKERS AND OTHER NOMINEES

If you caused an individual or organization, for a beneficial interest other than yourself, to hold Apollonia units that were exchanged for St. Renatus common units on or about April 16, 2019 in connection with the close of the Merger, the Court has directed that, WITHIN TEN (10) CALENDAR DAYS OF YOUR RECEIPT OF THIS NOTICE, you either (a) provide to the Claims Administrator the name and last known address of each person or organization that held Apollonia units during such time period, or (b) request additional copies of this Notice and the Proof of Claim form, which will be provided to you free of charge, and within ten (10) calendar days mail the Notice and Proof of Claim form directly to the beneficial owners of the Apollonia units referred to herein. If you choose to follow alternative procedure (b), upon such mailing, you must send a statement to the Claims Administrator confirming that the mailing was made as directed and retain the names and addresses for any future mailings to Class Members. You are entitled to reimbursement from the Settlement Fund of your reasonable expenses actually incurred in connection with the foregoing, including reimbursement of postage expense and the cost of ascertaining the names and addresses of beneficial owners. Your reasonable expenses will be paid upon request and submission of appropriate supporting documentation. All communications concerning the foregoing should be addressed to the Claims Administrator:

Apollonia Class Action
c/o A.B. Data, Ltd.
P.O. Box 173099
Milwaukee, WI 53217
(866) 828-2555
www.ApolloniaClassAction.com

DATED: _____, 20__

BY ORDER OF THE COURT
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

1675885

Robbins LLP Announce a Summary Notice of Class Action in the Apollonia, LLC Litigation

SAN DIEGO, CA / DATE / PR Newswire/--

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

SUMMARY NOTICE OF CLASS ACTION

To: All persons and entities holding Apollonia, LLC ("Apollonia") units as of the April 16, 2019 acquisition of Apollonia by St. Renatus, LLC (St. Renatus) (the "Merger").

YOU ARE HEREBY NOTIFIED, pursuant to Rule 23 of the Federal Rules of Civil Procedure and an Order of the United States District Court for the District of Minnesota (the "Court"), that a proposed settlement has been reached in the class action lawsuit arising out of the Merger, captioned *Walsh, et al. v. Buchholz, et al.*, Case No. 0:19-cv-01856-JWB-DTS (the "Action").

Class Representatives, on behalf of the Class, have agreed to a proposed settlement with the defendants that will resolve the Action in exchange for:

- a **\$11,600,000** cash settlement fund ("Settlement Fund") that will be distributed to eligible Class Members after attorneys' fees, expenses, and other Court-approved costs

IF YOU ARE A MEMBER OF THE CLASS, YOUR RIGHTS WILL BE AFFECTED BY THIS ACTION. The Class is comprised of: All persons and entities holding Apollonia, LLC ("Apollonia") units as of the April 16, 2019 acquisition of Apollonia by St. Renatus, LLC (St. Renatus) (the "Merger"). Excluded from the Class by order of the Court are: (a) Defendants; (b) members of the immediate family of each individually named Defendant; (c) any person who was an officer or director of St. Renatus or Apollonia at the time of the Merger of those two entities; (d) any firm, trust, corporation, officer, or other entity in which any defendant has or had a controlling interest; (e) any person who participated in the wrongdoing alleged in the Amended Complaint; and (f) the legal representatives, agents, affiliates, heirs, beneficiaries, successors in interest, or assigns of any such person or entity. Also excluded from the Class is any Class Member who requested exclusion (*i.e.*, chose to "opt-out") from the Class on or before the December 22, 2022 exclusion date ordered by the Court.

If you are a Class Member, you **MUST** submit a Proof of Claim form on or before [TBD DATE] to receive a monetary payment from the Settlement Fund. If you do nothing, you will not receive a cash payment from the Settlement Fund. More information about the settlement and the process for submitting a Claim is contained in the Notice and Proof of Claim form which are currently being mailed to known members of the Class, and is available at www.ApolloniaClassAction.com, or by contacting the Claims Administrator:

Apollonia Class Action
c/o A.B. Data, Ltd.
P.O. Box 173099
Milwaukee, WI 53217
(866) 828-2555

If you did not receive the Notice by mail, and you are a member of the Class, please send your name and address to the Claims Administrator so that if any future notices are sent in connection with the Action, you will receive them.

Inquiries, other than requests for the Notice and Proof of Claim form, may be made to Lead Class Counsel:

Stephen J. Oddo
ROBBINS LLP
5060 Shoreham Place, Suite 300
San Diego, CA 92122
619-525-3990 (office)
soddo@robbinsllp.com

On [TBD DATE], after reviewing the proposed settlement, the Court preliminarily approved it and ordered notice be given to class members. On [TBD DATE], the Court will hold a Settlement Hearing to decide the fairness, reasonableness, and adequacy of the settlement, consider any written objections of class members, hear from any objecting class members who timely request to speak at the hearing, and evaluate the request for attorneys' fees, expenses, and other costs, including service awards.

You may ask the Court to deny approval of the settlement by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no payments will be sent out to you or any other class member. You may also ask to speak at the Settlement Hearing about the fairness of the settlement. Objections or requests to speak must be received by the Court and counsel on or before [TBD DATE].

Further information may be obtained by contacting the Administrator or Lead Class Counsel.

Please Do Not Call the Court with Questions.

BY ORDER OF THE COURT
United States District Court
For the District of Minnesota

Source: Robbins LLP

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

TIM WALSH, JULIE WALSH,)
GREGORY KETCHUM, PATRICIA)
KETCHUM, PETER MURPHY, SAM)
PETERSON, and FRANK BACA, on)
Behalf of Themselves and All Others)
Similarly Situated,)

Case No.: 0:19-cv-01856-JWB-DTS

EXHIBIT A-3

Plaintiffs,)

v.)

CLIFFORD M. BUCHHOLZ, MICHAEL J.)
HEROLD, RYAN A. MARTORANO,)
MICK A. OCCHIATO, FRANK R.)
RAMIREZ, BRENT M. T. KEELE,)
STEPHEN D. TEBO, JERRY)
MORGENSEN, JAMES L. PARKE,)
JOSEPH D. SCHOFIELD, III, ST.)
RENATUS, LLC, and SR MERGER SUB,)
LLC,)

Defendants.)

PROOF OF CLAIM FORM

YOU MUST COMPLETE THIS FORM TO RECEIVE A MONETARY PAYMENT.

Please complete the Proof of Claim below if you were a record or beneficial holder of Apollonia, LLC ("Apollonia") units as of the April 16, 2019 acquisition of St. Renatus, LLC ("St. Renatus") of Apollonia (the "Merger").

Excluded persons and entities include: defendants Clifford M. Buchholz, Michael J. Herold, Ryan A. Martorano, Mick A. Occhiato, Frank R. Ramirez, Brent M. T. Keele, Stephen D. Tebo, Jerry Morgensen, James L. Parke, and Joseph D. Schofield, III, members of the immediate family of each individual defendant; an officer or director of St. Renatus or Apollonia, a firm, trust, corporation, officer, or other entity in which a Defendant has or had a controlling interest; Persons participating in the alleged material omissions or misrepresentations, and the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of an excluded Person or entity; and also excluding those Persons who, timely and validly requested exclusion (*i.e.*, "opted-out") from the Class by the December 22, 2022 deadline ordered by the Court.

This Proof of Claim must contain the name, address, and taxpayer identification number (TIN) of the beneficial owner(s). The TIN, consisting of a valid Social Security number (SSN) for individuals or employer identification number (EIN) for business entities, trusts, estates, etc., and telephone number of the beneficial owner(s) may be used in verifying this claim; this information is required.

You must sign the Proof of Claim in the space provided to make a valid claim.

Please also provide any broker statement, stock certificates, tax forms, tax records, or any other documentation in your possession demonstrating (i) your ownership of Apollonia units as of April 16, 2019; (ii) the type of Apollonia units you owned as of April 16, 2019; and (iii) amount of unreturned cash that you had invested in Apollonia as of April 16, 2019.

Proof of Claim forms **must be submitted online (at www.ApolloniaClassAction.com) or via e-mail (at info@ApolloniaClassAction.com) or postmarked no later than _____, **2025**** and mailed to:

Apollonia Class Action
c/o A.B. Data, Ltd.
P.O. Box 173099
Milwaukee, WI 53217
(866) 828-2555

1. Please sign the below release and certification. If this Proof of Claim is being submitted on behalf of multiple claimants, then all claimants must sign.
2. Remember to attach only copies of acceptable supporting documentation.
3. Do not send original unit certificates or documentation. These items cannot be returned to you by the Claims Administrator.
4. Keep copies of the completed Proof of Claim and documentation for your own records.
5. You will not receive confirmation of receipt of your Proof of Claim; if confirmation is desired, please send your Proof of Claim Certified Mail, Return Receipt requested.
6. If your address changes in the future, or if this Proof of Claim was sent to an old or incorrect address, please send the Claims Administrator written notification of your new address. If you change your name, please inform the Claims Administrator.
7. If you have any questions or concerns regarding your Proof of Claim, please contact the Claims Administrator at the above address or call or visit www.ApolloniaClassAction.com.

PART I—CLAIMANT INFORMATION

Last Name (Claimant) <input style="width: 100%; height: 20px;" type="text"/>	First Name (Claimant) <input style="width: 100%; height: 20px;" type="text"/>	
Last Name (Beneficial Owner If Different from Claimant) <input style="width: 100%; height: 20px;" type="text"/>	First Name (Beneficial Owner) <input style="width: 100%; height: 20px;" type="text"/>	
Last Name (Co-Beneficial Owner) <input style="width: 100%; height: 20px;" type="text"/>	First Name (Co-Beneficial Owner) <input style="width: 100%; height: 20px;" type="text"/>	
Company/Other Entity (If Claimant Is Not an Individual) <input style="width: 100%; height: 20px;" type="text"/>	Contact Person (If Claimant Is Not an Individual) <input style="width: 100%; height: 20px;" type="text"/>	
Record Owner's Name (If Different From Beneficial Owner Listed Above (e.g., Trust, Nominee, Other, etc.)) <input style="width: 100%; height: 20px;" type="text"/>		
Account Number (If Claimant Is Not an Individual) <input style="width: 100%; height: 20px;" type="text"/>	Trust/Other Date (If Applicable) <input style="width: 100%; height: 20px;" type="text"/>	
Address Line 1 <input style="width: 100%; height: 20px;" type="text"/>		
Address Line 2 (If Applicable) <input style="width: 100%; height: 20px;" type="text"/>		
City <input style="width: 100%; height: 20px;" type="text"/>	State <input style="width: 20px; height: 20px;" type="text"/>	Zip Code <input style="width: 100%; height: 20px;" type="text"/>
Foreign Providence <input style="width: 100%; height: 20px;" type="text"/>	Foreign Zip Code <input style="width: 100%; height: 20px;" type="text"/>	Foreign Country <input style="width: 100%; height: 20px;" type="text"/>
<input type="checkbox"/> Check Here to Use Alternate Address for Distribution (Optional)		
Distribution Address Line 1 <input style="width: 100%; height: 20px;" type="text"/>		
Distribution Address Line 2 (If Applicable) <input style="width: 100%; height: 20px;" type="text"/>		
City <input style="width: 100%; height: 20px;" type="text"/>	State <input style="width: 20px; height: 20px;" type="text"/>	Zip Code <input style="width: 100%; height: 20px;" type="text"/>
Foreign Providence <input style="width: 100%; height: 20px;" type="text"/>	Foreign Zip Code <input style="width: 100%; height: 20px;" type="text"/>	Foreign Country <input style="width: 100%; height: 20px;" type="text"/>
Telephone Number (Day) <input style="width: 100%; height: 20px;" type="text"/>	Telephone Number (Night) <input style="width: 100%; height: 20px;" type="text"/>	
Beneficial Owner's Employer Identification Number or Social Security Number <input style="width: 100%; height: 20px;" type="text"/>		

**Total Unreturned Cash Invested in Apollonia
as of April 16, 2019¹**

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Proof enclosed? Yes No

YOU MUST SIGN THE PROOF OF CLAIM ON PAGE 7.

PART III—RELEASE AND CERTIFICATION

On behalf of myself (ourselves) or the beneficial owner, I (we) am (are) authorized to file this Proof of Claim, and on behalf of each of my (our, his, her, its) heirs, agents, executors, trustees, administrators, predecessors, successors, and assigns, I (we, he, she, it) hereby acknowledge that as of the Effective Date, I (we, he, she, it) shall (i) be deemed to have fully, finally, and forever waived, released, discharged, and dismissed each and every one of the Released Claims, as against each and every one of the Released Parties (as "Released Claims" and "Released Parties" are defined in the Notice of Proposed Settlement of Class Action and Settlement Hearing ("Notice")); (ii) forever be barred and enjoined from commencing, instituting, prosecuting, or maintaining any of the Released Claims against any of the Released Parties; and (iii) be deemed to have covenanted not to sue any Released Party on the basis of any Released Claim or, unless compelled by operation of law, to assist any person in commencing or maintaining any suit relating to any Released Claim against any Released Party.

By checking this box I certify that I (we) am (are) or, if I am filing on behalf of another, that party, is not an excluded party under the terms of the Stipulation. Excluded parties include: defendants Clifford M. Buchholz, Michael J. Herold, Ryan A. Martorano, Mick A. Occhiato, Frank R. Ramirez, Brent M. T. Keele, Stephen D. Tebo, Jerry Morgensen, James L. Parke, and Joseph D. Schofield, III, members of the immediate family of each individual defendant; an officer or director of St. Renatus or Apollonia, a firm, trust, corporation, officer, or other entity in which a Defendant has or had a controlling interest; persons participating in the alleged material omissions or misrepresentations, and the legal representatives, agents, affiliates, heirs, beneficiaries, successors-in-interest, or assigns of an excluded person or entity. Excluded parties include any persons/entities that requested exclusion (*i.e.*, "opted-out") from the Class by December 22, 2022 deadline ordered by the Court.

By signing and submitting this Proof of Claim, the claimant(s) or the person(s) who represent(s) the claimant(s) certifies (certify) as follows:

¹ Prior to the Merger, Apollonia distributed cash royalty payments to certain Apollonia unitholders. If you received a portion of this cash distribution, the amount of your unreturned invested cash should reflect (*i.e.*, should be reduced by) the amount(s) received in connection with the distribution.

1. That I (we) have read the Notice, and the Proof of Claim, including the releases provided for in the settlement;
2. That the claimant(s) is (are) a Class Member(s), as defined in the Notice, and is (are) not excluded from the Class;
3. That the claimant(s) owned the Apollonia units identified in the Proof of Claim and has (have) not assigned the claim against the Released Parties to another, or that, in signing and submitting this Proof of Claim, the claimant(s) has (have) the authority to act on behalf of the owner(s) thereof;
4. That the claimant(s) is entitled to receive the amount of unreturned cash invested in Apollonia identified in the Proof of Claim and has (have) not assigned the claim against the Released Parties to another, or that, in signing and submitting this Proof of Claim, the claimant(s) has (have) the authority to act on behalf of the owner(s) thereof;
5. That the claimant(s) has (have) not submitted any other claim(s) covering the Apollonia units and unreturned cash invested in Apollonia and knows (know) of no other person having done so on his/her/its/their behalf;
6. That the claimant(s) submits (submit) to the jurisdiction of the Court with respect to his/her/its/their claim and for purposes of enforcing the releases provided for in the settlement;
7. That I (we) agree to furnish such additional information with respect to this Proof of Claim as the Claims Administrator or the Court may require;
8. That I (we) acknowledge that the claimant(s) will be bound by and subject to the terms of the Stipulation and Settlement and any judgment that may be entered in the litigation, including the releases and covenants set forth therein; and
9. That I (we) certify that I am (we are) not subject to backup withholding under the provisions of Section 3406(a)(1)(c) of the Internal Revenue Code.

NOTE: If you have been notified by the Internal Revenue Service that you are subject to backup withholding, please strike the language that you are not subject to backup withholding in the certification above. The Internal Revenue Service does not require your consent to any provision other than the certification required to avoid backup withholding.

UNDER THE PENALTIES OF PERJURY, I (WE) CERTIFY THAT ALL OF THE INFORMATION PROVIDED BY ME (US) ON THIS FORM IS TRUE, CORRECT, AND COMPLETE AND THAT THE DOCUMENTS SUBMITTED HEREWITH ARE TRUE AND CORRECT COPIES OF WHAT THEY PURPORT TO BE.

Signature of Claimant

Date

Print Name of Claimant

Signature of Joint Claimant (if any)

Date

Print Name of Joint Claimant

Capacity of Person(s) Signing, e.g., beneficial owner(s), executor, administrator, trustee, etc.

**THIS PROOF OF CLAIM MUST BE MAILED TO THE CLAIMS ADMINISTRATOR
POSTMARKED BY _____.**

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

TIM WALSH, JULIE WALSH,)
GREGORY KETCHUM, PATRICIA)
KETCHUM, PETER MURPHY, SAM)
PETERSON, and FRANK BACA, on)
Behalf of Themselves and All Others)
Similarly Situated,)

Case No.: 0:19-cv-01856-JWB-DTS

Plaintiffs,)

**[PROPOSED] FINAL JUDGMENT
AND ORDER OF DISMISSAL WITH
PREJUDICE**

v.)

EXHIBIT B

CLIFFORD M. BUCHHOLZ, MICHAEL J.)
HEROLD, RYAN A. MARTORANO,)
MICK A. OCCHIATO, FRANK R.)
RAMIREZ, BRENT M. T. KEELE,)
STEPHEN D. TEBO, JERRY)
MORGENSEN, JAMES L. PARKE,)
JOSEPH D. SCHOFIELD, III, ST.)
RENATUS, LLC, and SR MERGER SUB,)
LLC,)

Defendants.)

This matter came before the Court pursuant to the Order Preliminarily Approving Settlement and Providing for Notice ("Preliminary Approval Order") dated _____, 2024, on the application of the parties for approval of the Settlement set forth in the Stipulation of Settlement dated November 1, 2024 (the "Stipulation"). Due and adequate notice having been given to the Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. This Judgment incorporates by reference the definitions in the Stipulation,

and all capitalized terms used herein shall have the same meanings as set forth in the Stipulation, unless otherwise set forth herein.

2. This Court has jurisdiction over the subject matter of this Action and over all parties to this Action, including all Class Members.

3. All preliminary findings of fact and conclusions of law contained in the Court's Preliminary Approval Order are hereby made final.

4. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, the Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) said Stipulation and the Settlement contained therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) there was no collusion in connection with the Stipulation and the Settlement;

(c) the Stipulation and the Settlement were the product of informed, arm's-length negotiations among competent, able counsel; and

(d) the record is sufficiently developed and complete to have enabled Class Representatives and Defendants to have adequately evaluated and considered their positions prior to agreeing to the Stipulation and the Settlement.

5. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. Except as to any individual claim of those Persons (identified in Exhibit A attached hereto) who have validly and timely requested exclusion from the Class, the Court hereby dismisses this Action and all claims asserted therein with prejudice. The

Settling Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

6. Upon the Effective Date, and as provided in the Stipulation, Class Representatives, each and every Releasing Plaintiff Party, and each of the Class Members (a) shall be deemed to have, and by operation of law and of judgment shall have, fully, finally, and forever compromised, settled, resolved, waived, released, relinquished, discharged, and dismissed each and every one of the Released Plaintiffs' Claims against each and every Defendant and any and all of the other Released Defendant Parties; (b) shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute, or asserting, either directly or indirectly, the Released Plaintiffs' Claims against each and every Defendant and any and all of the other Released Defendant Parties; and (c) shall forever be barred and enjoined from instituting, continuing, maintaining, or asserting, either directly or indirectly, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim, or demand against any Person who may claim any form of contribution or indemnity from any of the Released Defendant Parties, in respect of any Released Plaintiffs' Claims. Claims to enforce the terms of the Stipulation and the Settlement are not released.

7. Upon the Effective Date, and as provided in the Stipulation, Defendants and each and every Released Defendant Party (a) shall be deemed to have, and by operation of law and of judgment shall have, fully, finally, and forever compromised, settled, resolved, waived, released, relinquished, discharged, and dismissed each and every one of the Released Defendants' Claims against Class Representatives, Named Plaintiffs, Lead Class

Counsel, each and every Class Member, and any and all of the other Releasing Plaintiff Parties; (b) shall forever be barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute, or asserting, either directly or indirectly, the Released Defendants' Claims against Class Representatives, Named Plaintiffs, Lead Class Counsel, each and every Class Member, and any and all of the other Releasing Plaintiff Parties; and (c) shall forever be barred and enjoined from instituting, continuing, maintaining, or asserting, either directly or indirectly, on their own behalf or on behalf of any class or any other Person, any action, suit, cause of action, claim, or demand against any Person who may claim any form of contribution or indemnity from any of the Released Plaintiff Parties in respect of any Released Defendants' Claims. Claims to enforce the terms of the Stipulation and the Settlement are not released.

8. The Court finds that the distribution of the Settlement Notices was undertaken by the Claims Administrator in accordance with the terms of the Stipulation and the Preliminary Approval Order. Further, the Court finds that the Settlement Notices: (a) constituted the best practicable notice to Class Members under the circumstances; (b) were reasonably calculated, under the circumstances, to apprise Class Members of: (i) the terms of the Stipulation and Settlement; (ii) their right to object to any aspect of the proposed Settlement (including the fairness, reasonableness or adequacy of the proposed Settlement, the attorneys' fees and expenses sought by Lead Class Counsel, or the requested service awards); and (iii) their right to appear at the Final Approval Hearing, either on their own or through counsel hired at their own expense; (c) constituted due, adequate and sufficient notice to all persons entitled to be provided with notice; and (d) fully satisfied

the requirements of the Federal Rules of Civil Procedure ("Rules"), including Rule 23(e); the United States Constitution, including the Due Process Clause; the Local Rules of the United States District Court for the District of Minnesota; and all other applicable law.

9. No Class Member is relieved from the terms of the Settlement, including the releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice. A full opportunity has been offered to Class Members to object to the proposed Settlement and to participate in the hearing thereon. The Court further finds that the notice provisions of the Class Action Fairness Act, 28 U.S.C. §1715, were fully discharged and that the statutory waiting period has elapsed. Thus, the Court hereby determines that Class Members are bound by this Judgment.

10. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement:

(a) shall be offered or received against any of the Released Defendant Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendant Parties of the truth of any allegations by Class Representatives and Named Plaintiffs or any Class Member or the validity, or lack thereof, of any claim that has been or could have been asserted in the Action, or the deficiency of any defense that has been or could have been asserted in the Action or in any other litigation, including, but not limited to, litigation of the Released Plaintiffs' Claims, or the deficiency of any defense that has been or could have been asserted in the Action or in any litigation, or of any liability, negligence, fault, or wrongdoing of the Released

Defendant Parties;

(b) shall be offered or received against any of the Releasing Plaintiff Parties as evidence of or construed as or deemed to be evidence of any presumption, concession, or admission that any of Class Representatives and Named Plaintiffs' or Class Members' claims are without merit, that any of the Released Defendant Parties had meritorious defenses, or that damages recoverable under the Amended Complaint would not have exceeded the amount provided in the Settlement Fund;

(c) shall be offered or received against any of the Released Defendant Parties or Releasing Plaintiff Parties as evidence or construed as or deemed to be evidence of any presumption, concession, or admission with respect to liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Defendant Parties or Releasing Plaintiff Parties in any arbitration proceeding or other civil, criminal, or administrative action or proceeding; and/or

(d) shall be construed against any of the Released Defendant Parties or Releasing Plaintiff Parties as evidence of a presumption, concession, or admission that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial in the Action or in any proceeding;

(e) provided, however, that, notwithstanding the foregoing, the Settling Parties and the other Released Defendant Parties and Releasing Plaintiff Parties may file or refer to the Stipulation to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Settlement.

11. Without affecting the finality of this Judgment in any way, this Court hereby

retains continuing jurisdiction over: (a) implementation and enforcement of the terms of this Settlement, inter alia, entering orders providing for any Fee and Expense Award, the approval of the Plan of Allocation and enforcing the terms of the Settlement; (b) disposition of the Settlement Fund; and (c) all parties herein for the purpose of construing, enforcing, and administering the Stipulation.

12. The Court finds that during the course of this Action, the Settling Parties and their respective counsel at all times complied with the requirements of Rule 11.

13. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to Defendants pursuant to paragraph 5.17 of the Stipulation then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and, in such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Settling Parties shall revert to their respective positions in this Action as of November 1, 2024, as provided in the Stipulation.

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

15. There being no just reason for delay, the Court, in the interests of justice, directs the Clerk of the Court to immediately enter this Judgment, and hereby decrees that, upon entry it be deemed a final judgment.

IT IS SO ORDERED.

DATED: _____

HONORABLE JERRY W. BLACKWELL
UNITED STATES DISTRICT JUDGE

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