



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

CRAIG TYLEND A, Individually and on  
behalf of All Others Similarly Situated,

Plaintiff,

v.

DARIO CALOGERO, AVI S. KATZ,  
EMILIO HIRSCH, MATTEO LODRINI,  
KATHLEEN MILLER, JOHN  
MIKULSKY, NEIL MIOTTO, KARIN-  
JOYCE TJON, NORTHLAND  
SECURITIES INC., and TATA  
COMMUNICATIONS LIMITED,

Defendants.

C.A. No. 2023-1277-NAC

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated October 25, 2024 (the “**Stipulation**”), is entered into by and among: (i) plaintiff Craig Tylanda (“**Plaintiff**”), on behalf of himself and all other members of the Settlement Class (as defined in Paragraph 1(pp) below); and (ii) defendants Dario Calogero, Avi S. Katz, Emilio Hirsch, Matteo Lodrini, Kathleen Miller, John Mikulsky, Neil Miotto, Karin-Joyce Tjon (collectively, the “**Individual Defendants**”), Northland Securities Inc., (“**Northland**”) and Tata Communications Limited (“**Tata Communications**”) (collectively, “**Defendants**”) (Plaintiff and

Defendants, together, the “**Parties**”).<sup>1</sup> Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted against Defendants in the above-captioned stockholder class action (the “**Action**”).

**WHEREAS:**

A. On August 11, 2023, Plaintiff served a demand to inspect the books and records of the Company pursuant to 8 *Del. C.* § 220 (the “**Section 220 Demand**”) relating to the June 28, 2023 Agreement and Plan of Merger by and among Tata Communications and Kaleyra, Inc. (the “**Company**”), which later closed on October 5, 2023 (the “**Merger**”). In response to the Section 220 Demand, the Company produced certain documents to Plaintiff.

B. On December 21, 2023, Plaintiff filed a Verified Class Action Complaint (the “**Complaint**”) alleging, among other things, that the Individual Defendants breached fiduciary duties owed to the public stockholders of the Company, and that defendants Tata Communications and Northland aided and abetted those breaches, in connection with the Merger, and that, as a consequence thereof, the Company’s public stockholders suffered damages.

---

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

C. On January 29, 2024, the Individual Defendants and Tata Communications filed a motion to dismiss the Complaint, with the grounds therefor to be set forward in briefing to be filed in accordance with a schedule jointly agreed on by the Parties.

D. On June 14, 2024, Northland filed a motion to dismiss the Complaint, with the grounds therefor to be set forward in briefing to be filed in accordance with a schedule jointly agreed on by the Parties.

E. By agreements on August 2, 2024 and September 11, 2024, the Parties agreed to extend the deadlines for the filing of motion to dismiss briefing to facilitate discussions regarding a potential settlement of the Action. During such discussions, Defendants provided certain additional confirmatory information to Plaintiff related to the allegations in the Complaint on a confidential basis.

F. Following extensive arm's-length negotiations, the Parties reached an agreement in principle on October 9, 2024 to settle the claims asserted against Defendants in the Action for \$3,350,000 in cash, subject to Court approval. The Parties thereupon agreed to hold in abeyance any forthcoming deadlines in the Action pending finalization and submission of the Settlement to the Court for approval.

G. This Stipulation (together with the exhibits hereto) reflects the final and binding agreement among the Parties and supersedes any prior agreements or understandings.

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

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

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

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

K. The Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as set forth

herein, were negotiated at arm's-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

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

## **I. DEFINITIONS**

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

(a) “**Defendants’ Counsel**” means Goodwin Procter LLP (“Goodwin”), Richards, Layton, and Finger P.A., and Faegre Drinker Biddle & Reath LLP (“Faegre”).

(b) “**Settlement Amount**” means the \$3,350,000 cash consideration that Defendants shall pay or cause to be paid in accordance with Paragraph 7 of this Stipulation.

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

(d) “**Escrow Account**” means the account maintained by Plaintiff’s Counsel and into which the Settlement Amount shall be deposited and maintained and held in escrow under the control of Plaintiff’s Counsel.

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

(f) “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and/or Litigation Expenses approved by the Court from the Settlement Fund, including any incentive award to Plaintiff to be deducted solely from any approved attorneys’ fees; and (iv) any other costs or fees approved by the Court.

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

(h) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 31 of this Stipulation have been met and have occurred or have been waived.

(i) “**Final**,” when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the Judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari, reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; *provided, however*, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys’ fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified), shall have no effect on finality for purposes



of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit or affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

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

(k) “**Notice**” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed (or emailed) to potential Settlement Class Members.

(l) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Plaintiff’s Counsel in connection with: (i) providing notice to the Settlement Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

(m) “**Person**” means a natural person, individual, corporation, limited liability corporation, professional corporation, limited liability partnership, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government

or any political subdivision or agency thereof, and any business or legal entity and all of their respective spouses, heirs, beneficiaries, executors, administrators, predecessors, successors, representatives, or assignees.

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

(o) **“Plaintiff’s Counsel”** means Ademi LLP and Bielli and Klauder, LLC.

(p) **“Released Claims”** means, together, the Released Plaintiff’s Claims and the Released Defendants’ Claims.

(q) **“Released Defendants’ Claims”** means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise, that arise out of or are based upon the institution, prosecution, or settlement of the claims against Defendants. For the avoidance of doubt, Released Defendants’ Claims do not include any claims to enforce the terms of this Stipulation or the Settlement (the **“Excluded Defendants’ Claims”**).

(r) **“Released Defendants’ Persons”** means Defendants and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, controlling stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(s) **“Released Plaintiff’s Claims”** means all actions, causes of action, suits, liabilities, claims, rights of action, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, contributions, indemnities, and demands of every nature and description, whether or not currently asserted, whether known claims or Unknown Claims, suspected, existing, or discoverable, whether arising under federal, state, common, or foreign law, whether based in contract, tort, statute, law, equity, or otherwise (including, but not limited to, federal and state securities laws), that Plaintiff or any other Settlement Class Member: (i) asserted or could have asserted in the Complaint or in any other court, tribunal, proceeding, or other forum; or (ii) that relate to (a) the Merger; (b) any deliberations or negotiations in connection with the Merger; (c) the consideration received by members of the Settlement Class in connection with the Merger; (d) the disclosures,

SEC filings, public filings, periodic reports, press releases, proxy statements or other statements issued, made available, or filed relating to the Merger, including, without limitation, claims under any and all federal securities laws (including those within the exclusive jurisdiction of the federal courts), or (e) the fiduciary or any other obligations of Defendants in connection with the Merger. Released Plaintiff's Claims do not cover, include, or release any claims relating to the enforcement of the Settlement.

(t) **“Released Plaintiff’s Persons”** means Plaintiff, all other Settlement Class Members, Plaintiff’s Counsel, and any and all of their respective current and former directors, officers, employees, employers, parent entities, controlling persons, owners, members, principals, affiliates, subsidiaries, managers, partners, limited partners, general partners, stockholders, representatives, attorneys, financial or investment advisors, consultants, accountants, investment bankers, commercial bankers, agents, heirs, executors, trustees, personal representatives, estates, administrators, predecessors, successors, assigns, insurers, and reinsurers.

(u) **“Released Persons”** means, together, the Released Plaintiff’s Persons and the Released Defendants’ Persons.

(v) **“Releases”** means the releases set forth in Paragraphs 3-5 of this Stipulation.

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

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

(y) “**Settlement Administrator**” means the settlement administrator retained by Plaintiff’s Counsel to provide notice to the Settlement Class and administer the Settlement.

(z) “**Settlement Class**” means all record and beneficial holders of common stock of the Company as of the closing of the Merger. Excluded from the Settlement Class are (i) Defendants, (ii) any person who was an officer or director of the Company between January 6, 2023 and October 5, 2023, (iii) the immediate family members, meaning the parents, spouse, siblings, or children, of any of the foregoing persons or entities; (iv) any trusts, estates, entities, or accounts that hold Company shares for the benefit of the foregoing persons or entities; (v) the Company’s subsidiaries and affiliates (except that any subsidiaries or affiliates of Tata Communications other than Kaleyra shall not be included herein); (vi) any entity in which any Defendant has a controlling interest; and (vii) the legal representatives, heirs, successors-in-interest, successors, transferees, and assigns of

the foregoing persons or entities (each, an “**Excluded Person**” and, collectively, the “**Excluded Persons**”).

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

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

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

(dd) “**Unknown Claims**” means (i) any Released Plaintiff’s Claims that Plaintiff or any other Settlement Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendants’ Persons, and (ii) any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff’s Persons, including, without limitation, those which, if known,

might have affected the decision to enter into the Settlement or to object or not to object to the Settlement. With respect to any and all Released Claims, the Parties stipulate and agree that, upon the Effective Date of the Settlement, the Parties shall expressly, and by operation of the Judgment, each Settlement Class Member shall be deemed to have, and shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law of the United States or any state of the United States or territory of the United States, or principle of common law, that is similar, comparable, or equivalent to Cal. Civ. Code § 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

The Parties acknowledge, and Settlement 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 the Parties and the Settlement Class Members (by operation of law), to completely, fully, finally, and forever extinguish any and all of the Released Claims, known or unknown, suspected or unsuspected, which now exist, heretofore existed, or may hereafter exist, and without regard to the subsequent discovery of additional or different facts. The Parties acknowledge, and

Settlement Class Members by operation of law shall be deemed to have acknowledged, that the inclusion of “Unknown Claims” in the definition of “Released Plaintiff’s Claims” and “Released Defendants’ Claims” was separately bargained for and was a material element of the Settlement and was relied upon by the Parties in entering into this Stipulation.

## **II. CLASS CERTIFICATION**

2. Solely for the purposes of the Settlement and for no other purpose, the Parties stipulate and agree to: (a) certification of the Settlement Class as a non-opt-out class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (b) appointment of Plaintiff as Class Representative for the Settlement Class; and (c) appointment of Plaintiff’s Counsel as Class Counsel for the Settlement Class.

## **III. RELEASE OF CLAIMS**

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

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Plaintiff and each of the other Settlement Class Members, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall



be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, relinquished, released, waived, and discharged the Released Plaintiff's Claims against the Released Defendants' Persons, and shall forever be barred and enjoined from prosecuting the Released Plaintiff's Claims against the Released Defendants' Persons. This Release shall not apply to any claims relating to the enforcement of this Stipulation or the Settlement.

5. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Defendants, on behalf of themselves, and their respective heirs, executors, administrators, predecessors, successors, and assigns in their capacities as such, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever dismissed with prejudice, settled, resolved, relinquished, released, waived, and discharged the Released Defendants' Claims against the Released Plaintiff's Persons, and shall forever be barred and enjoined from prosecuting the Released Defendants' Claims against the Released Plaintiff's Persons. This Release shall not apply to any of the Excluded Defendants' Claims.

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

#### **IV. SETTLEMENT CONSIDERATION**

7. In full settlement of the Released Plaintiff's Claims, Defendants shall pay, or cause to be paid, the Settlement Amount as follows:

(a) Settlement Amount: Defendants shall deposit, or cause to be deposited, the Settlement Amount into the Escrow Account within twenty (20) business days of the later of: (i) the Court's entry of the Scheduling Order; or (ii) Plaintiff's Counsel having provided Defendants' Counsel all information necessary to transfer the Settlement Amount into the Escrow Account. Within five (5) business days after the date of full execution of this Stipulation, Plaintiff's Counsel shall provide Defendants' Counsel, in writing, all information necessary to transfer the Settlement Amount into the Escrow Account, including: (i) a completed Form W-9; (ii) a tax identification number for the Escrow Account; (iii) a completed wire transfer, ACH transfer, or similar anti-fraud payment request form signed by an authorized representative of the Escrow Account; and (iv) all required wire funding instructions and information, including payee name, telephone, and email contact information and a physical address for the escrow agent for the Escrow Account (the "**Escrow Agent**").

#### **V. USE OF SETTLEMENT FUND**

8. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses

awarded by the Court from the Settlement Fund, including any incentive award to Plaintiff to be deducted solely from any award of attorneys' fees; and (iv) any other costs or fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to eligible Settlement Class Members pursuant to the proposed Plan of Allocation set forth in the Notice or such other plan of allocation approved by the Court.

9. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or

any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

10. The Parties agree that the Settlement Fund is intended to be a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1 and that Plaintiff's Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or appropriate (including, without limitation, the returns described in Treasury Regulation § 1.468B-2(k)) for the Settlement Fund. Plaintiff's Counsel shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Defendants' Persons shall not have any liability or responsibility for any such Taxes. Upon written request, Defendants will provide to Plaintiff's Counsel the statement described in Treasury Regulation § 1.468B-3(e). Plaintiff's Counsel, as administrators of the Settlement Fund within the meaning of Treasury Regulation § 1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation § 1.468B-1(j), to cause the qualified settlement fund to come into

existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

11. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by Plaintiff's Counsel and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

12. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the other Released Defendants' Persons and any other person or entity who or which paid any portion of the Settlement Amount shall not have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever, including the inability to locate Settlement Class Members or the failure of Settlement Class Members to deposit settlement funds distributed by the Settlement Administrator. Defendants and the other Released Defendants' Persons shall have no responsibility or liability whatsoever for the actions or inactions of the Escrow Agent, the Settlement Administrator, and/or Plaintiff's Counsel with respect to the matters described in Paragraphs 8-11 of this Stipulation.

13. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without

further approval from Defendants or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable, including all such Notice and Administration Costs deemed reasonable by Plaintiff's Counsel for proper administration of the Settlement Fund incurred between the entry of the Scheduling Order and the approval of the Class Distribution Order by the Court up to and including \$200,000 prior to the Effective Date of the Settlement. Any Notice and Administration Costs in excess of \$200,000 prior to the Effective Date require pre-approval by the Court. After the Effective Date, Notice and Administration Costs may be paid as incurred without the approval of Defendants or further approval of the Court. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, any of the other Released Defendants' Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

## **VI. ATTORNEYS' FEES AND LITIGATION EXPENSES**

14. In connection with the Settlement, Plaintiff's Counsel will apply to the Court for an award of attorneys' fees and payment of Litigation Expenses (the "**Fee and Expense Award**") to be paid solely from (and out of) the Settlement Fund. Plaintiff's Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Parties other than what is set forth in this Stipulation.

15. Any Fee and Expense Award shall be paid to Plaintiff's Counsel immediately upon award, notwithstanding any appeals or potential for appeal from the Fee and Expense Award, timely filed objections to the Fee and Expense Award, or collateral attack on the Settlement or any part of the Settlement.

16. The payment of the Fee and Expense Award is subject to Plaintiff's Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, including accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award is reduced or reversed and such order reducing or reversing the award has become Final. Plaintiff's Counsel shall make the appropriate refund or repayment in full no later than twenty-five (25) business days after: (a) receiving from Defendants' Counsel notice of the termination of the

Settlement; or (b) any order reducing or reversing the Fee and Expense Award has become Final.

17. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Plaintiff nor Plaintiff's Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

18. Plaintiff's Counsel shall allocate the attorneys' fees awarded amongst Plaintiff's Counsel in a manner which they, in their discretion, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Defendants' Persons shall have no responsibility for or liability whatsoever with respect to the allocation of any Fee and Expense Award amongst Plaintiff's Counsel.

## **VII. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL**

19. As soon as practicable, and no later than three (3) business days after execution of this Stipulation, Plaintiff shall apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as **Exhibit C**, providing for, among other things: (a) the dissemination by mail (or email) of the Notice; (b) the publication of the Summary Notice; and (c) the scheduling of the Settlement Hearing to consider: (1) final approval of the proposed Settlement; (2) the request that the Judgment, substantially in the form attached hereto as **Exhibit A**, be entered



by the Court; (3) Plaintiff's Counsel's application for a Fee and Expense Award and approval of the proposed Plan of Allocation; and (4) any objections to any of the foregoing. The Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order. The date and time of the Settlement Hearing set by the Court in Scheduling Order may be changed by the Court without further written notice to the Settlement Class.

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

#### **VIII. SETTLEMENT ADMINISTRATION**

21. Plaintiff shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Settlement Fund to eligible Settlement Class Members (for the benefit of eligible Settlement Class Members). Defendants and the other Released Defendants' Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

22. Defendants shall cooperate with Plaintiff in providing notice of the Settlement and administering the Settlement, including, but not limited to, providing the information required under Paragraphs 23 and 24 below.

23. For purposes of providing notice of the Settlement to potential Settlement Class Members, within ten (10) business days after the Court's entry of the Scheduling Order, Defendants (excluding Northland) shall cause to be provided to Plaintiff's Counsel in an electronically searchable form, such as Microsoft Excel, the stockholder register reasonably available from the Company's transfer agent(s) containing the names, mailing addresses and, if available, email addresses for registered holders of Company common stock as of the closing of the Merger on October 5, 2023.

24. For purposes of distributing the Net Settlement Fund to eligible Settlement Class Members, no later than five (5) business days prior to the Settlement Hearing, Defendants, at no cost to the Settlement Fund, Plaintiff's Counsel, or the Settlement Administrator, shall cause to be provided to the Settlement Administrator or Plaintiff's Counsel in an electronically searchable form, such as Microsoft Excel, the following information:

(a) for each of the registered holders of Company common stock as of the closing of the Merger on October 5, 2023, the number of shares of Company common stock held by those persons and entities as of the closing of the Merger on October 5, 2023. For the avoidance of doubt, Goodwin shall provide this information outlined in this Section 24(a);

(b) a list of the Excluded Persons, *provided that*, Defendants agree to provide such information only to the extent that the information can be located following a reasonable search. For the avoidance of doubt, Faegre shall provide such information outlined in this Section 24(b) as it relates to Northland and Goodwin shall provide such information as it relates to the remaining Defendants.

25. At the request of Plaintiff's Counsel, Defendants will use reasonable best efforts to provide such additional information or documentation as may be required to distribute the Net Settlement Fund to eligible Settlement Class Members and not to Excluded Persons.

26. Excluded Persons shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

27. In the event that any Excluded Person learns that he, she, or it has received payment from the Fund, he, she, or it shall provide reasonable notice to Plaintiff and take steps reasonably requested by Plaintiff and the Claims Administrator to return promptly said funds to the Claims Administrator; *provided*

*that* neither Defendants nor Defendants' Counsel shall have any responsibility, liability, or obligations with respect to this Section 27 and any alleged violations of this Section 27 shall not be a breach of Defendants' obligations under this Stipulation.

28. The Net Settlement Fund shall be distributed to eligible Settlement Class Members in the accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation, and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. Plaintiff and Plaintiff's Counsel may not cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants and the other Released Defendants' Persons shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action, shall not have any responsibility for or liability with respect to, and shall not have any involvement with the application of the Court-approved plan of allocation.

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

incentive award to Plaintiff to be deducted solely from any award of attorneys' fees, have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). At such time that Plaintiff's Counsel, in their sole discretion, deem it appropriate to move forward with the distribution of the Net Settlement Fund to the Settlement Class, Plaintiff's Counsel shall apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

30. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Settlement Class Members. Plaintiff, Defendants, and the other Released Defendants' Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the determination, administration, or calculation of any payment from the Net Settlement Fund; the nonperformance of the Settlement Administrator or a nominee holding shares of Company common stock; the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

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

## **IX. CONDITIONS OF SETTLEMENT**

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

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

(b) the Settlement Amount has been timely paid into the Escrow Account as required by the terms of this Stipulation;

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

(d) Plaintiff has not exercised his option to terminate the Settlement pursuant to the provisions of this Stipulation;

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

(f) the Judgment has become Final.

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

## **X. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION**

34. Plaintiff and Defendants (provided Defendants unanimously agree amongst themselves) shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of their election to do so (“**Termination Notice**”) to the other Parties within thirty (30) calendar days of: (a) the Court’s final refusal to enter the Scheduling Order in any material respect and such final refusal decision has become Final; (b) the Court’s final refusal to approve the Settlement or any material part thereof and such final refusal decision has become Final; (c) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement and such final refusal decision has become Final; or (d) the date upon which an order modifying or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of his election to do so to Defendants within thirty (30) calendar days of any failure by Defendants to timely deliver any portion of the Settlement Amount. However, any decision or proceeding, whether in this Court or any appellate court, with respect to an application by Plaintiff’s Counsel for attorneys’ fees and Litigation Expenses or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

35. If (i) Plaintiff exercises his right to terminate the Settlement as provided in this Stipulation; or (ii) Defendants exercise their right to terminate the Settlement as provided in this Stipulation, then:

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

(b) Plaintiff and Defendants shall revert to their respective positions in the Action as of October 9, 2024;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 35 and Paragraphs 13, 16, and 57 of this Stipulation, shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within twenty-five (25) business days after joint written notification of termination is sent by Defendants' Counsel and Plaintiff's Counsel to the Escrow Agent, the Settlement Fund, less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing, shall be refunded by the Escrow Agent to the funding parties; and



(e) Any Fee and Expense Award paid to Plaintiff's Counsel shall be refunded in accordance with Paragraph 16 above. Such payments may be refunded in cash at Plaintiff's Counsel's election.

## **XI. NO ADMISSION OF WRONGDOING**

36. This Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to this Stipulation, any proceedings taken pursuant to or information provided in connection with the Settlement, this Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall not be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Defendants' Persons, which each of them expressly denies, or in any way referred to for any other reason as against any of the Released Defendants' Persons, in any arbitration proceeding or other civil, criminal, or administrative action or

proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall not be offered against any of the Released Plaintiff's Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff's Persons that any of their claims are without merit, that any of the Released Defendants' Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff's Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall not be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; *provided, however,* that if this Stipulation is approved by the Court, the Parties and the Released Persons and their respective counsel may refer to it to effectuate the

protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement.

## **XII. MISCELLANEOUS PROVISIONS**

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

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

39. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion of the Settlement Fund is required to be returned, and such amount is not promptly deposited into the

Settlement Fund by others, then, at the election of Plaintiff or any non-funding Defendant, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Persons pursuant to this Stipulation, in which event the Releases and the Judgment shall be null and void, and the Parties shall be restored to their respective positions in the Action as provided in Paragraph 34 above and any cash amounts in the Escrow Account shall be returned as provided in Paragraph 35 above.

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

41. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media

representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiff and his counsel and Defendants and their counsel shall not make any accusations of wrongful or actionable conduct by any Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged.

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

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

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

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

46. The administration and consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain

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

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

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

49. 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 email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

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

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

51. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it, and any disputes arising out of, or relating to this Stipulation, shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws, except to the extent that federal law requires that federal law govern.

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

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

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

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

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

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

If to Plaintiff or Plaintiff's  
Counsel:

Ademi LLP  
Guri Ademi  
Jesse Fruchter  
3620 East Layton Avenue  
Cudahy, WI 53110  
gademi@ademilaw.com  
jfruchter@ademilaw.com

Bielli & Klauder, LLC  
Ryan M. Ernst  
1204 N. King St.  
Wilmington, DE 19801  
rernst@bk-legal.com

If to Tata Communications or the  
Individual Defendants:

Goodwin Procter LLP  
Deborah S. Birnbach



Christina Golden Ademola  
Jordan Benson  
100 Northern Avenue  
Boston, MA 02210  
DBirnbach@goodwinlaw.com  
CAdemola@goodwinlaw.com  
JBenson@goodwinlaw.com

Richards, Layton & Finger P.A.  
Rudolf Koch  
920 North King Street  
Wilmington, DE 19801  
koch@rlf.com

If to Northland:

Faegre Drinker Biddle & Reath LLP  
Joseph C. Schoell  
222 Delaware Avenue, Suite 1410  
Wilmington, DE 19801  
Joseph.Schoell@faegredrinker.com

Matthew Kilby  
Rory F. Collins  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
matthew.kilby@faegredrinker.com  
rory.collins@faegredrinker.com

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

58. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts

performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

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

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

**IN WITNESS WHEREOF**, the Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of October 25, 2024.

[Signatures Beginning on Next Page]

Dated: October 25, 2024

OF COUNSEL

ADEMI LLP  
Guri Ademi  
Jesse Fruchter  
3620 East Layton Avenue  
Cudahy, WI 53110  
Telephone: (414) 482-8000  
gademi@ademilaw.com  
jfruchter@ademilaw.com

BIELLI & KLAUDER, LLC

*/s/ Ryan M. Ernst*

\_\_\_\_\_  
Ryan M. Ernst (#4788)  
1204 N. King St.  
Wilmington, DE 19801  
Telephone: (302) 803-4600  
rernst@bk-legal.com

*Counsel to Plaintiff*

RICHARDS, LAYTON & FINGER, P.A.

OF COUNSEL:

GOODWIN PROCTER LLP  
Deborah S. Birnbach  
Christina Golden Ademola (#5832)  
Jordan Benson  
100 Northern Avenue  
Boston, MA 02210  
Telephone: (617) 570-1000  
DBirnbach@goodwinlaw.com  
CAdemola@goodwinlaw.com  
JBenson@goodwinlaw.com

*/s/ Rudolf Koch*

---

Rudolf Koch (#4947)  
One Rodney Square  
920 North King Street  
Wilmington, DE 19801  
Telephone: (302) 651-7700  
Koch@rlf.com

*Counsel to Defendants Dario Calogero,  
Avi S. Katz, Emilio Hirsch, Matteo  
Lodrini, Kathleen Miller, John Mikulsky,  
Neil Miotto, Karin-Joyce Tjon, and Tata  
Communications Limited*

FAEGRE DRINKER BIDDLE &  
REATH LLP

OF COUNSEL:

FAEGRE DRINKER BIDDLE &  
REATH LLP  
Matthew Kilby  
Rory F. Collins  
2200 Wells Fargo Center  
90 South Seventh Street  
Minneapolis, MN 55402  
Telephone: (612) 766-7000  
matthew.kilby@faegredrinker.com  
rory.collins@faegredrinker.com

/s/ Joseph C. Schoell  
Joseph C. Schoell (#3133)  
222 Delaware Avenue, Suite 1410  
Wilmington, DE 19801  
Telephone: (302) 467-4200  
Joseph.Schoell@faegredrinker.com

*Counsel to Defendant Northland  
Securities, Inc.*