



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

CRAIG TYLEND, Individually and on  
Behalf of All Others Similarly Situated,

Plaintiff,

v.

C.A. No. 2023-1277-NAC

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.

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**ORDER AND FINAL JUDGMENT**

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WHEREAS, a stockholder class action is pending in this Court captioned *Tylenda v. Calogero, et al.*, C.A. No. 2023-1277-NAC (“Action”);

WHEREAS, (i) plaintiff Craig Tylenda (“Plaintiff”), on behalf of himself and all other members of the Settlement Class (as defined in paragraph 4 below); and (ii) defendants Dario Calogero, Avi S. Katz, Emilio Hirsh, 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”) (Plaintiffs and Defendants, together, the “Parties”) have entered into a Stipulation and Agreement

of Settlement, Compromise, and Release dated October 25, 2024 (“Stipulation”), that provides for a complete dismissal with prejudice of the Action and all claims asserted against Defendants in the Action on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, by Order dated November 7, 2024 (“Scheduling Order”), this Court (i) preliminarily certified the Settlement Class; (ii) approved the proposed forms of notice attached to the Stipulation as Exhibits B and C; (iii) ordered that notice of the proposed Settlement be provided to potential Settlement Class Members; (iv) provided Settlement Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and Plaintiff’s Counsel’s application for an award of attorneys’ fees and Litigation Expenses (“Fee and Expense Award”), including any application for an incentive award to Plaintiff (“Incentive Award”); and (v) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on January 23, 2025 (“Settlement Hearing”) to consider, among other things: (i) whether to finally certify the Settlement Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) whether Plaintiff and Plaintiff’s Counsel have adequately represented the Settlement Class, and whether Plaintiff should be finally appointed as Class Representative for the Settlement Class and Plaintiff’s Counsel

should be finally appointed as Class Counsel for the Settlement Class; (iii) whether the proposed Settlement should be approved as fair, reasonable, and adequate to Plaintiff and the other members of the Settlement Class; (iv) whether an Order and Final Judgment approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation should be entered; (v) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) whether to approve the Fee and Expense Award to Plaintiff's Counsel to be paid out of the Settlement Fund, including any Incentive Award to Plaintiff to be paid solely from any fee and expense award to Plaintiff's Counsel; (vii) any objections to the Settlement, the proposed Plan of Allocation, and Plaintiff's Counsel's Fee and Expense Award, including any Incentive Award to Plaintiff; and (viii) any other matters that may properly be brought before the Court in connection with the Settlement; and

WHEREAS, due notice of the Settlement Hearing has been given in accordance with the Scheduling Order; the Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective Parties having been heard; an opportunity to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Settlement Class was adequate and

sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

**IT IS HEREBY ORDERED, ADJUDGED, AND DECREED**, this 23rd day of January, 2025, as follows:

1. **Definitions**: Unless otherwise defined herein, capitalized terms shall have the same meanings given to them in the Stipulation.
2. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action and all matters relating to the Settlement, as well as personal jurisdiction over the Parties and each of the Settlement Class Members for purposes of the Action.
3. **Notice**: The Court finds that the dissemination of the Notice and the publication of the Summary Notice: (i) were implemented in accordance with the Scheduling Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members of: the pendency of the Action; the effect of the proposed Settlement (including the Releases to be provided thereunder), the proposed Plan of Allocation, and Plaintiff's Counsel's Fee and Expense Award, including any Incentive Award to Plaintiff; their right to object to any aspect of the Settlement, the Plan of Allocation, and Plaintiff's Counsel's Fee and Expense Award, including any Incentive Award to Plaintiff, and their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient

notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

4. **Class Certification:** The Action is finally certified as a non-opt-out class action, for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of the Settlement Class consisting of all record and beneficial holders of common stock of Kaleyra as of the closing of the Merger on October 5, 2023. 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.

5. Plaintiff is finally certified as the Class Representative for the Settlement Class. The law firm of Ademi LLP ("Plaintiff's Counsel") is finally certified as Class Counsel for the Settlement Class.

6. Based on the record of the Action, the Court expressly and conclusively finds, solely for purposes of this Settlement, that: (i) the Settlement Class is so numerous that joinder of all members is impracticable, satisfying Court of Chancery Rule 23(a)(1); (ii) there are questions of law and fact common to the Settlement Class, satisfying Court of Chancery Rule 23(a)(2); (iii) the claims of Plaintiff are typical of the claims of absent Settlement Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Court of Chancery Rule 23(a)(3); (iv) Plaintiff and Plaintiff's Counsel are fair and adequate representatives of the Settlement Class, satisfying Court of Chancery Rule 23(a)(4); (v) the prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action as against Defendants would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Settlement Class Members, satisfying Court of Chancery Rule 23(b)(1); and (vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Settlement Class, thereby making

appropriate final injunctive relief or corresponding declaratory relief with respect to the Settlement Class as a whole, satisfying Court of Chancery Rule 23(b)(2).

7. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23(e), this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement consideration; the Released Claims; class certification; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the Settlement is, in all respects, fair, reasonable, and adequate to, and in the best interests of, Plaintiff and the other members of the Settlement Class. The Parties are directed to implement, perform, and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation, which this Order and Final Judgment incorporates and makes a part hereof.

8. The Action and all of the claims asserted against Defendants in the Action are hereby dismissed with prejudice. The Parties shall bear their own fees, costs, and expenses, except as otherwise provided in the Stipulation and this Order and Final Judgment.

9. **Binding Effect:** The terms of the Stipulation and of this Order and Final Judgment shall be forever binding on the Parties and all Settlement Class Members, as well as their respective successors and assigns.

10. **Releases:** The Releases set forth in the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(i) 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 this Order and Final 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 of the Excluded Plaintiff's Claims.

(ii) 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 this Order and Final 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.

(iii) With respect to any and all Released Claims, upon the Effective Date of the Settlement, the Parties shall expressly, and by operation of this 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 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.

11. Notwithstanding Paragraph 10 above, nothing in the Stipulation or in this Order and Final Judgment shall in any way impair or restrict the rights of the Parties to enforce the terms of the Settlement pursuant to the Stipulation.

12. **No Admissions:** Neither this Order and Final Judgment, the Stipulation (whether or not consummated), including the Exhibits thereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved

by the Court), the negotiations leading to the execution of the Stipulation, nor any proceedings taken pursuant to or information provided in connection with negotiating the Settlement, the Stipulation, or approval of the Settlement (including any arguments proffered in connection therewith): (i) shall be offered against any of the Released Defendants' Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Defendants' Persons with respect to the truth of any fact alleged by 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 the Stipulation; (ii) shall 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 Consideration 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 the Stipulation; or (iii) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the consideration which could be or would have been achieved after trial; provided, however, that the Parties and the Released Persons and their respective counsel may refer to this Order and Final Judgment and the Stipulation to effectuate the protections from liability granted under this Order and Final Judgment or the Stipulation or otherwise to enforce the terms of the Settlement.

13. **Award of Attorneys' Fees and Expenses:** Plaintiff's Counsel are hereby awarded a total of \$502,500.00 as a Fee and Expense Award inclusive of Litigation Expenses, which amount the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid out of the Settlement Fund, in accordance with the terms of the Stipulation.

14. Plaintiff is hereby awarded an Incentive Award in the amount of \$1,000.00. The Incentive Award shall be paid to Plaintiff from the Fee and Expense Award awarded under Paragraph 13 above.

15. No proceedings or court order with respect to the Fee and Expense Award or the Incentive Award shall in any way affect or delay the finality of this Order and Final Judgment (or otherwise preclude this Order and Final Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

16. **Plan of Allocation of Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments from the Net Settlement Fund to eligible Settlement Class Members as set forth in the Plan of Allocation stated in the Notice provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Order and Final Judgment (or otherwise preclude this Order and Final Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

17. **Modification of the Stipulation:** Without further approval from the Court, the Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any Exhibits attached thereto to effectuate the Settlement that: (i) are not materially inconsistent with this Order and Final Judgment and (ii) do not materially limit the rights of Settlement Class Members in

connection with the Settlement. Without further order of the Court, the Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

18. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, then: this Order and Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order and Final Judgment shall be without prejudice to the rights of the Parties or the Settlement Class; and Plaintiff and Defendants shall revert to their respective positions in the Action as of October 9, 2024, as provided under the Stipulation.

19. **Retention of Jurisdiction:** Without affecting the finality of this Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Settlement Class Members for purposes of the administration interpretation, implementation, and enforcement of the Settlement, and all other matters relating to the Action and the Settlement.

20. **Entry of Final Judgment:** There is no just reason to delay the entry of this Order and Final Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this Order and Final Judgment in the Action.

  
Vice Chancellor Nathan A. Cook