



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

PETER J. KREHER, on behalf of himself)
and all others similarly situated,)

Plaintiff,)

v.)

ADVANT-E CORPORATION, JASON)
WADZINSKI, and JASON BOONE,)

Defendants.)

C.A. No. 2022-0584-SG

[PROPOSED] ORDER AND FINAL JUDGMENT

On this 8th day of November, 2023, a hearing having been held before this Court to determine whether the terms and conditions of the Stipulation and Agreement of Compromise and Settlement dated July 6, 2023 (the “Stipulation”),¹ which is incorporated herein by reference, and the terms and conditions of the settlement proposed in the Stipulation (the “Settlement”), are fair, reasonable and adequate for the settlement of all Released Plaintiff Claims and all Released Defendant Claims that were or could have been asserted in the Action, whether an order and final judgment should be entered in the Action, and whether to grant the Fee and Expense Application; and the Court having considered all matters submitted to it at the hearing and otherwise for the reasons stated herein

¹ Capitalized terms that are not defined herein shall have the same meanings as set forth in the Stipulation.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this 8th day of November, 2023, as follows:

1. **Notice**: The Court finds that the dissemination of the Notices was implemented in accordance with the Scheduling Order entered on July 20, 2023 (the “Scheduling Order”) and constituted the best notice practicable under the circumstances and satisfied the requirements of Delaware Court of Chancery Rule 23, due process, and all other applicable law and rules.

2. **Final Class Certification for Settlement Purposes**: The Court hereby finally confirms certification of the Action as a non-opt out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2), on behalf of a Settlement Class consisting of record holders and beneficial owners of Advant-e common stock who were paid cash for fractional shares of Advant-e common stock as a result of the 2021 Reverse Stock Split, excluding: (i) Advant-e Corporation, Jason Wadzinski, and Jason Boone (“Defendants”); (ii) current and former employees, executives, and directors of Advant-e (“Excluded D&Os”), except for one Advant-e employee who Defendants represent is a programmer and had no involvement in the reverse stock split (the “Included Employee”); and (iii) members of Defendants’ and the Excluded D&Os’ immediate families, legal representatives, heirs, successors or assigns and any entity in which Defendants or the Excluded D&Os have or had a controlling interest (each person or entity listed by romanette

in this paragraph except for the Included Employee, an “Excluded Person”). For the avoidance of doubt, the Included Employee is a member of the Settlement Class and is not an Excluded D&O or Excluded Person.

3. The Court hereby finally confirms, for settlement purposes, the appointment of Plaintiff as Class Representative and Plaintiff’s Counsel as Class Counsel. Plaintiff and Plaintiff’s Counsel have fairly and adequately represented the Class both in terms of prosecuting the Action and for purposes of entering into and implementing the Settlement.

4. **Class Findings**: The Court confirms, for settlement purposes, that each element required for certification of the Settlement Class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) has been met in that: (a) the Settlement Class Members are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Settlement Class; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) in connection with both the prosecution of the Action as well as the Settlement, Plaintiff and Plaintiff’s Counsel have and will fairly and adequately represent and protect the interests of the Settlement Class; (e) the prosecution of separate actions by individual Settlement Class Members would create a risk of inconsistent adjudications with respect to individual members of the Settlement Class which would establish incompatible standards of conduct for Defendants; (f) adjudications

with respect to individual members of the Settlement Class would as a practical matter be dispositive of the interests of the other members of the Settlement Class who are not parties to the adjudications, or substantially impair or impede their ability to protect their interests; and (g) Defendants have allegedly acted or refused to act on grounds generally applicable to the Settlement Class and Plaintiff sought injunctive and declaratory relief with respect to the Settlement Class as a whole.

5. **Final Settlement Approval and Dismissal of Claims:** The Settlement, including the Plan of Allocation and the Settlement Amount, as provided for in the Stipulation, is fair, reasonable, adequate and in the best interest of the Settlement Class and it is hereby approved pursuant to, and in accordance with, Delaware Court of Chancery Rule 23(e).

6. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register in Chancery is directed to enter and docket this Judgment.

7. The Action against the Defendants is hereby finally and fully settled, compromised and dismissed, on the merits and with prejudice; the Released Plaintiff Claims are hereby finally and fully compromised, settled, released, discharged and dismissed with prejudice as against the Released Defendant Persons; and the Released Defendant Claims are hereby finally and fully compromised, settled, released, discharged and dismissed with prejudice as against the Released Plaintiff

Persons. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

8. The Settlement Administrator shall make distributions to Settlement Class Members in the manner and subject to the conditions set forth in the Stipulation and the Plan of Allocation.

9. **Binding Effect**: This Judgment and the Stipulation are and shall be binding upon and shall inure to the benefit of the Released Defendant Persons and the Released Plaintiff Persons (including the Settlement Class Members) and the respective legal representatives, heirs, executors, administrators, transferees, successors and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with any party may merge, consolidate or reorganize.

10. **Releases**: The Court orders that:

a. “Claims” means all claims and causes of action, rights, liabilities, suits, debts, obligations, demands, damages, losses, costs, expenses, judgments, executions, matters, issues of every nature and description whatsoever, including Unknown Claims, whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule or regulation.

b. Upon the Effective Date, Plaintiff and the Settlement Class shall thereupon fully, finally and forever, release, settle and discharge the Released

Defendant Persons from and with respect to every one of the Released Plaintiff Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff Claims against any of the Released Defendant Persons.

i. “Released Defendant Persons” means all Defendants and/or their respective controlling persons and/or their respective families, parent entities, associates, affiliates, or subsidiaries, and each and all of their respective past, present, or future officers, directors, stockholders, agents, representatives, employees, attorneys, financial or investment advisors or investment bankers, other advisors, consultants, accountants, commercial bankers, financing bank or lenders, trustees, engineers, insurers, co-insurers and reinsurers, heirs, executors, trustees, general or limited partners or partnerships, limited liability companies, members, heirs, executors, personal or legal representatives, estates, administrators, predecessors, successors, and assigns, and any of their affiliates, parents, and subsidiaries and their respective control persons, directors, officers, employees, and agents of each and any of them, whether or not any such person or entity was served or appeared in the Litigation.

ii. “Released Plaintiff Claims” means all Claims that were alleged, asserted, set forth, or claimed in the Complaint or could have been alleged, asserted, set forth, or claimed in the Complaint or in any other court,

tribunal, or proceeding by Plaintiff or any other member of the Settlement Class, individually, or as a member of the Settlement Class directly in their capacities as current or former Advant-e stockholders, against Defendants, in each case arising out of, based on, or relating to the allegations, transactions, facts, events, matters, occurrences, representations, or omissions involved, set forth, or referred to in the Complaint, including without limitation all such claims relating to (i) the 2021 Reverse Stock Split and the process of effecting the 2021 Reverse Stock Split; (ii) the consideration received by Plaintiff and/or the Settlement Class in connection with the 2021 Reverse Stock Split; and (iii) any fiduciary obligations of Defendants relating to the 2021 Reverse Stock Split, the process of deliberation leading to the 2021 Reverse Stock Split, the disclosures respecting the 2021 Reverse Stock Split, or the consideration received by Plaintiff and/or the Settlement Class in connection with the 2021 Reverse Stock Split, provided, however, that the Released Plaintiff Claims shall not include claims to enforce the Settlement.

iii. “Unknown Claims” means, as appropriate, (i) any Released Plaintiff Claims that any 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 Defendant Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement, or (ii) any Released Defendant 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 Persons, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff Claims and Released Defendant Claims, the Parties stipulate and agree that Plaintiff and Defendants shall expressly waive, and each of the other Settlement Class Members by operation of law shall be deemed to have waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, which 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.

Plaintiff and Defendants acknowledge, and each of the other Settlement Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff Claims and the Released Defendant Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Settlement Class Members, to completely, fully, finally, and forever extinguish any and all Released Plaintiff Claims and Released Defendant 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. Plaintiff and Defendants also acknowledge, and each of the other Settlement Class Members by operation of law are deemed to acknowledge, that the inclusion of “Unknown Claims” in the definition of Released Plaintiff Claims and Released Defendant Claims is separately bargained for and is a key element of the Settlement.

c. Upon the Effective Date, each of the Defendants and their respective heirs, executors, administrators, estates, predecessors in interest, predecessors, successors in interest, successors, and assigns, shall thereupon fully, finally and forever, release, settle and discharge the Released Plaintiff Persons, including the Settlement Class Members, from and with respect to every one of the Released Defendant Claims, and shall thereupon be forever barred and enjoined from commencing, instituting or prosecuting any of the Released Defendant Claims against any of the Released Plaintiff Persons, including the Settlement Class Members.

i. “Released Plaintiff Persons” means Plaintiff and all other Settlement Class Members and their heirs, estates, executors, trustees, successors and assigns, and Plaintiff’s Counsel.

ii. “Released Defendant Claims” means all Claims that could have been asserted in the Litigation against the Released Plaintiff Persons,

which arise out of the institution, prosecution, settlement or dismissal of the Action, provided, however, that the Released Defendant Claims shall not include claims to enforce the Settlement.

11. **No Admissions**: Neither this Judgment, nor the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating thereto, nor any statements in the motions seeking approval of the Settlement, are evidence, or an admission or concession by Plaintiff or Defendants or their counsel, any Settlement Class Member, or any other Released Defendant Persons or Released Plaintiff Persons, of any fault, liability or wrongdoing whatsoever, as to any facts or claims alleged or asserted in the Action or otherwise, or any other actions or proceedings, or as to the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. Neither this Judgment nor the Stipulation is a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by Plaintiff, Defendants, any Settlement Class Member or other Released Defendant Persons or Released Plaintiff Persons, or any damages or injury to Plaintiff, Defendants, any Settlement Class Member or other Released Defendant Persons or Released Plaintiff Persons. Neither this Judgment, nor the Stipulation, nor any of the terms and provisions of the Stipulation, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the

fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, (a) shall (i) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof, evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts or omissions on the part of any of the Released Defendant Persons or Released Plaintiff Persons, or of any infirmity of any defense, or of any damage to Plaintiff or any other Settlement Class Member, or (ii) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Persons or Released Plaintiff Persons concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Persons or Released Plaintiff Persons or any injury or damages to any person or entity, or (b) shall otherwise be admissible, referred to or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Stipulation and Judgment may be introduced in any proceeding subject to Rule 408 of the Federal Rules of Evidence and any and all other state law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Stipulation and Judgment has *res judicata*, collateral estoppel or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Persons or Released Plaintiff Persons or as otherwise required by law.

12. **Award of Attorneys' Fees and Litigation Expenses.** Plaintiff's Counsel are hereby awarded attorney's fees in the amount of \$_____ and litigation expenses and costs in the amount of \$_____, plus interest earned at the same rate as the Settlement Fund through the date of payment of the Fee and Expense Award, which amounts the Court finds to be fair and reasonable. Such sum shall be paid in accordance with the terms of the Stipulation. Plaintiff is hereby awarded a Service Award in the amount of \$_____, which the Court finds to be fair and reasonable and which shall be paid solely from the Fee and Expense Award.

13. If the Effective Date does not occur, this Judgment shall be rendered null and void and shall be vacated and, in such event, (a) the Parties shall be returned to their respective litigation status as of immediately prior to entering into the Settlement, they shall negotiate a trial schedule on Plaintiff's claims in good faith and they shall proceed in all respects as if the Stipulation had not been executed and the related orders had not been entered; (b) all of their respective claims and defenses as to Plaintiff's claims shall be preserved without prejudice in any way; (c) the statements made in the Stipulation, in connection with the negotiations of the Stipulation or in connection with the motions seeking approval of the Settlement (i) shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Party, and (ii) shall not be used or entitle any Party to recover any fees, costs, or

expenses incurred in connection with the Action; (d) neither the existence of this Order, the Stipulation nor its contents nor any statements made in connection with its negotiation or any settlement communications shall be admissible in evidence or shall be referred to for any purpose in the Action, or in any other litigation or judicial proceeding; and (e) the Settlement Amount, including interest or other income actually earned thereon, less any Notice and Administration Costs actually incurred and paid or payable, less any Taxes or Tax Expenses incurred, paid or payable, and less any fees or costs actually incurred and paid or payable, shall be refunded to Defendants within five (5) business days after cancellation or termination of the Settlement.

Honorable Sam Glasscock III