GRANTED

HIBIT D

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

PAUL BERGER REVOCABLE TRUST *Plaintiff*, v. FALCON EQUITY INVESTORS LLC, EAGLE FALCON JV CO LLC, ALAN G. MNUCHIN, JEFF SAGANSKY, EDGAR BRONFMAN, JR., KAREN FINERMAN, MICHAEL RONEN, AND SAIF RAHMAN, *Defendants*.	C.A. No. 2023-0820-JTL

[CORRECTED] [PROPOSED] ORDER AND FINAL JUDGMENT
<u>APPROVING CLASS ACTION SETTLEMENT</u>

WHEREAS, the Court is advised that the Parties,[1] through their counsel, have agreed, subject to Court approval following notice to the Class and a hearing, to settle the above-captioned action pending in the Court of Chancery of the State of Delaware styled as *Paul Berger Revocable Trust v. Falcon Equity Investors LLC, et al.*, C.A. No. 2023-0820-JTL (the "Action") upon the terms and conditions set forth

[1] As used herein, the term "Parties" means (a) Paul Berger Revocable Trust ("Plaintiff"), and (b) defendants Falcon Equity Investors LLC, Eagle Falcon JV Co LLC, Alan G. Mnuchin, Jeff Sagansky, Edgar Bronfman, Jr., Karen Finerman, Michael Ronen, and Saif Rahman (collectively, "Defendants" and with Plaintiff, the "Parties").

in the Stipulation and Agreement of Settlement, Compromise, and Release dated November 6, 2024 (the "Stipulation" or "Settlement");

WHEREAS, on the 21st day of January, 2025, this Court held a hearing to determine: (i) whether the proposed Settlement of the Action on the terms and conditions provided for in the Stipulation are fair, reasonable, and adequate to the Class and should be approved by the Court; (ii) whether the Class should be finally certified for settlement purposes; (iii) whether a Judgment, as provided in paragraph 6 of the Stipulation, should be entered; (iv) whether the proposed Plan of Allocation should be approved; and (v) whether and in what amount to award Plaintiff's Counsel fees, charges, and expenses;

WHEREAS, the Court ordered the Parties to modify the proposed Plan of Allocation to ensure that Successors-in-Interest of non-redeeming FCAC Class A stockholders would share in the settlement proceeds;

WHEREAS, on February 3, 2025, the Parties submitted a revised Plan of Allocation to the Court;

WHEREAS, the Court has considered all matters submitted to it at the hearing and otherwise;

WHEREAS, it appears that a notice of the hearing, substantially in the form approved by the Court on November 21, 2024 (the "Notice"), was provided to the Class, as defined below, as shown by the records provided to and compiled by the

Settlement Administrator in connection with its providing of the Notice, at the respective addresses set forth in such records, and that a Summary Notice of the hearing, substantially in the form approved by the Court on November 21, 2024, was published pursuant to the Scheduling Order as set forth in the affidavit of Jack Ewashko;

WHEREAS, upon entry of this Order Plaintiff will cause its claims administrator, AB Data, to (i) transmit an updated Summary Notice over PRNewswire and (ii) update the settlement website (http://www.SharecareStockholderSettlement.com) to reflect all relevant revisions to the Settlement;

WHEREAS, all capitalized terms not otherwise defined herein having the meanings set forth and defined in the Stipulation.

NOW THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Court has jurisdiction over the subject matter of this Action and over all of the Parties and all Class Members for purposes of the Settlement.

2. This Judgment incorporates and makes a part hereof the Stipulation filed with the Court on November 6, 2024.

3. Pursuant to the Scheduling Order, the Court provisionally certified, for settlement purposes only, a non-opt out class (the "Class") pursuant to Court of Chancery Rules 23(a), 23(b)(1), (b)(2), and (b)(3) consisting of:

> All record and beneficial holders of Falcon Capital Acquisition Corp. ("FCAC") Class A Common Stock, who held such stock immediately following the Redemption Deadline (June 25, 2021) and as of the Redemption Deadline, had the right to, but did not, exercise their right to redeem some or all shares of such stock, including their heirs, successors-in-interest, successors, transferees, and assigns, excluding any Excluded Persons.

4. In accordance with the proposed class definition, set forth above, and for purposes of settlement only, the Court hereby finds that the Action, for purposes of Settlement only, is a proper non-opt-out class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), 23(b)(2), and 23(b)(3) and finally certifies the Class as a non-opt-out class for purposes of settlement only, including because:

(a) the Class is so numerous that the joinder of all members is impactable;

(b) there are questions of law and fact common to the Class;

(c) the claims of Plaintiff are typical of the Claims of the Class;

(d) Plaintiff and Plaintiff's Counsel have fairly and adequately protected the interests of the Class;

(e) prosecuting separate actions by or against individual Class Members would create a risk of adjudications with respect to individual Class Members that, as a practical matter, would be dispositive of the interests of the other members not parties to the individual adjudications or would substantially impair or impede their ability to protect their interests;

(f) Defendants have acted or refused to act on grounds that apply generally to the Class, so that final injunctive relief or corresponding declaratory relief is appropriate with respect to the Class as a whole;

(g) the questions of law or fact common to Class Members predominate over any questions affecting only individual members and a class action is superior to other available methods for the fair and efficient adjudication of the controversy, considering: (i) the interests of the members of the Class in individually controlling the prosecution of the separate actions; (ii) the extent and nature of any litigation concerning the controversy already commenced by members of the Class; (iii) the desirability or undesirability of concentrating the litigation of these claims in this particular forum; and (iv) the difficulties likely to be encountered in the management of the Action;

(h) excluded from the Class (the "Excluded Persons") are: (a) Defendants; (b) members of the immediate family of any Individual Defendant; (c) any person who was a manager or managing member of any Entity Defendant during the Class Period, and any members of their immediate family; (d) any parent, subsidiary, or affiliate of an Entity Defendant; (e) any entity in which any Defendant or any other Excluded Person, or group of Excluded Persons, has, or had as of the Redemption Deadline, a controlling interest; and (f) the legal representatives, agents, affiliates, heirs, estates, successors, or assigns of any such Excluded Persons; and

(i) Plaintiff is hereby certified as Class Representative, and Plaintiff's Counsel is certified as Class Counsel. The Court concludes that Class Representative and Class Counsel have fairly and adequately represented the Class both in terms of litigating the Action and for purposes of entering into and implementing the Settlement and have satisfied the requirements of Court of Chancery Rule 23.

5. Pursuant to Court of Chancery Rule 23, the Court hereby approves the Settlement set forth in the Stipulation and finds that:

(a) in light of the benefits to the Class and the complexity and expense of further litigation, the Stipulation and the Settlement described therein, are, in all respects, fair, reasonable, and adequate and in the best interest of the Class;

(b) Plaintiff and Plaintiff's counsel have adequately represented the Class;

(c) there was no collusion in connection with the Stipulation;

(d) the Stipulation was the product of informed, arm's-length negotiations among competent, able, counsel;

(e) the relief provided for the Class is adequate, having taken into account: (i) the costs, risks, and delay of trial and appeal; (ii) the effectiveness of any proposed method of distributing relief to the Class, including the method of processing Class Members' Claims; (iii) the award of attorneys' fees and expenses, including timing of payment; and (iv) the terms of the Stipulation;

(f) the proposed Plan of Allocation treats Class Members equitably relative to each other; and

(g) the record is sufficiently developed and complete for the Parties to have adequately evaluated and considered their positions.

6. Accordingly, the Court authorizes and directs implementation and performance of all the terms and provisions of the Stipulation, as well as the terms and provisions hereof. The Court hereby dismisses the Action and all Released Claims with prejudice. The Parties are to bear their own costs, except as and to the extent provided in the Stipulation and herein.

7. The releases as set forth in paragraphs 3-5 of the Stipulation (the "Releases"), together with the definitions contained in paragraph 1 relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date.

8. Upon the Effective Date, and as provided in paragraphs 3 and 5 of the Stipulation, Plaintiffs shall, and each and every Released Plaintiff Party shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever waived, released, relinquished, discharged, and dismissed with prejudice each and every one of the Released Claims (including, without limitation, Unknown

Claims) against each and every one of the Released Defendant Parties with prejudice, and shall forever be barred and enjoined from asserting, commencing, instituting, prosecuting, continuing to prosecute, or maintaining in any court of law or equity, arbitration tribunal, or administrative forum any and all of the Released Claims against any and all of the Released Defendant Parties, whether or not such Released Plaintiff Parties execute and deliver the Proof of Claim and Release or share in the Net Settlement Fund. Plaintiffs and each Released Plaintiff Party are bound by this Judgment, including, without limitation, the release of claims as set forth in paragraphs 3 and 5 of the Stipulation. The Released Claims are hereby settled, released, discharged, and dismissed as against the Released Defendant Parties on the merits and with prejudice by virtue of the proceedings herein and this Judgment. Released Claims expressly exclude claims: related to the enforcement of the Stipulation, Settlement, or this Judgment as set forth in paragraphs 7 and 68 of the Stipulation.

9. Upon the Effective Date, and as provided in paragraphs 4 and 5 of the Stipulation, each of the Released Defendant Parties shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Defendants' Claims (including, without limitations, Unknown Claims) against the Plaintiff, the Class, and Plaintiff's

Counsel. Claims to enforce the terms of the Stipulation, Settlement, or this Judgment are not released as set forth in paragraph as 7 and 68 of the Stipulation.

10. The dissemination of the Notice and the publication of the Summary Notice were implemented in accordance with the Scheduling Order.

11. The form and manner of the notice provided to the Class is hereby determined to have been the best notice practicable under the circumstances, including individual notice to Class Members who could be identified through reasonable effort, and to have been given in full compliance with each of the requirements of Court of Chancery Rule 23, due process, and all other applicable laws and rules, and it is further determined that all members of the Class are bound by this Judgment. No Class Member is relieved from the terms of the Settlement, including the Releases provided for therein, based upon the contention or proof that such Class Member failed to receive actual or adequate notice. A full opportunity has been offered to Class Members to object to the proposed Settlement and to participate in the hearing thereon. Thus, it is hereby determined that all members of the Class are bound by this Order and Final Judgment.

12. Plaintiff's Counsel are hereby awarded attorneys' fees and expenses in the amount of $____________________ (the "Fee and Expense Award"), which amounts the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid solely out of the Settlement Fund. Neither Plaintiff, nor Plaintiff's Counsel,

nor any Class Member, shall make, or assist any other counsel in making, any application for an award of fees, cost, or expenses in any other jurisdiction from Defendants, the Company, or any of Released Defendant Parties or Released Company Parties.

13. The Court hereby finds and concludes that the formula for the calculation of payments to Eligible 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 among Eligible Class Members with due consideration having been given to administrative convenience and necessity.

14. Any appeal or any challenge affecting solely the approval of: (a) the Plan of Allocation submitted by Plaintiff's Counsel, and/or (b) this Court's approval regarding any attorneys' fee and expense applications shall in no way disturb or affect the finality of the other provisions of this Judgment nor the Effective Date of the Settlement.

15. Neither this Judgment, the Stipulation, nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (a) is, or may be deemed to be, or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any liability, negligence, fault, or other wrongdoing of the Released Defendant Parties,

or (b) is, or may be deemed to be, or may be used as an admission of, or evidence of, any fault or omission of the Released Defendant Parties in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. Defendants, Plaintiff, Class Members, Released Plaintiff Parties, and/or Released Defendant Parties may file the Stipulation and/or this Judgment in any other action in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, injunction, good faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

16. The Court finds that Defendants have satisfied their financial obligations under the Stipulation by paying or causing to be paid $11,500,000.00 to the Settlement Fund, in accordance with paragraph 9 of the Stipulation.

17. Without affecting the finality of this Judgment in any way, this Court hereby retains continuing jurisdiction over Defendants, Plaintiff, and Class Members for all matters relating to the administration, interpretation, effectuation, or enforcement of the Stipulation, Settlement, and this Judgment, including administering and distributing Settlement proceeds to the Class Members.

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

19. In the event that the Settlement does not become effective in accordance with the terms of the Stipulation, or the Effective Date does not occur, or in the event that the Settlement Fund, or any portion thereof, is returned to Defendants, then this Judgment shall be rendered null and void to the extent provided by and in accordance with the Stipulation and shall be vacated and may not be introduced as evidence or reflected in any action or proceeding by any person or entity. In such event, all orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Stipulation, and the Parties shall revert to their respective positions in the Action as of September 23, 2024, as provided in the Stipulation.

20. The Parties are hereby authorized, without further approval of the Court, to unanimously agree to and adopt in writing amendments, modifications, and expansions of the Stipulation, provided that such amendments, modifications, and expansions of the Stipulation are not materially inconsistent with this Judgment, and do not materially limit the rights of the Class Members under the Stipulation.

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

22. The Action and all of the claims asserted against Defendants in the Action by Plaintiff and the other Class Members and all Released Claims are hereby

dismissed with prejudice. The Parties are to bear their own costs, except as otherwise provided in the Stipulation.

23. There is no reason for delay in the entry of this Judgment and the Court expressly directs immediate entry of this Judgment by the Register in Chancery.

IT IS SO ORDERED

DATED:

________________ ____________________________________
Vice Chancellor J. Travis Laster

This document constitutes a ruling of the court and should be treated as such.

Court:	DE Court of Chancery Civil Action
Judge:	J Travis Laster
File & Serve Transaction ID:	75567530
Current Date:	Feb 04, 2025
Case Number:	2023-0820-JTL
Case Name:	STAYED (4/16/2024) CONF ORDER - Paul Berger Revocable Trust v. Falcon Equity Investors LLC
Court Authorizer:	J Travis Laster

Court Authorizer Comments:

The court appreciates counsel's careful attention to the points raised.

/s/ Judge J Travis Laster