



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

3-SIGMA VALUE FINANCIAL)
OPPORTUNITIES LP, BRH)
OPPORTUNITIES FEEDER, LLC, BRH)
OPPORTUNITIES III, LLC,)
BLUEMOUNTAIN FINANCIAL HOLDINGS,)
LLC, TDSS EQUITY INVESTMENTS A LLC,)
and SCOPESII EQUITY INVESTMENTS A)
LLC, on Behalf of Themselves and all others)
Similarly Situated and Derivatively on Behalf of)
Nominal Defendant, CERTUSHOLDINGS,)
INC.,)

Plaintiffs,)

v.)

C.A. No. 11655-VCG)

MILTON JONES, WALTER DAVIS,)
CHARLES WILLIAMS, ANGELA WEBB, J.)
VERONICA BIGGINS, ROBERT J. BROWN,)
DOUGLAS JOHNSON, WILLIAM F.)
PICKARD, HILDY TEEGEN, ROBERT L.)
WRIGHT, INTEGRATED CAPITAL)
STRATEGIES HOLDINGS, LLC AND)
INTEGRATED CAPITAL STRATEGIES,)
LLC,)

Defendants,)

v.)

CERTUS HOLDINGS, INC.,)

Nominal Defendant.)

STIPULATION AND AGREEMENT OF SETTLEMENT, COMPROMISE, AND RELEASE WITH ICS

This stipulation (the “Stipulation”) is entered into by and among: (a) plaintiffs BRH Opportunities Feeders, LLC, BRH Opportunities III, LLC, BlueMountain Financial Holdings, LLC, TDSS Equity Investments A LLC, and SCOPESII Equity Investments A LLC (collectively, the “Plaintiffs”),¹ on behalf of themselves and the Settlement Class,² and derivatively on behalf of the Nominal Defendant; (b) defendants Integrated Capital Strategies Holdings LLC and Integrated Capital Strategies LLC (together, “ICS”); (c) defendants Milton Jones (“Jones”), Walter Davis (“Davis”), Charles Williams (“Williams”), Angela Webb (“Webb”), J. Veronica Biggins (“Biggins”), Robert J. Brown (“Brown”), Douglas Johnson (“Johnson”), Hildy Teegen (“Teegen”), and Robert L. Wright (“Wright”) (collectively, the “Individual Defendants”)³; and (d) nominal defendant Certus Holdings, Inc. (the “Nominal Defendant” or “Certus”), and, together with the Individual Defendants Stipulation (defined below), embodies the terms and conditions of the settlement of the above-captioned action (the “Action”). Subject to the approval of the Court of Chancery of the State of Delaware (the “Court”)

¹ The parties filed the Stipulation of Withdrawal as to Plaintiff 3-Sigma Value Financial Opportunities LP on September 21, 2016.

² Capitalized terms used but not otherwise defined herein shall take the meanings ascribed to them in the Individual Defendants Stipulation, as defined below.

³ Plaintiffs voluntarily dismissed William F. Pickard on January 13, 2016.

and the terms and conditions expressly provided herein, this Stipulation, together with the Individual Defendants Stipulation, is intended to fully, finally and forever compromise, settle, release, resolve, and dismiss with prejudice the Action and all claims asserted therein against the Defendants.

WHEREAS:

A. On October 29, 2015, Plaintiffs filed a Verified Class Action and Derivative Complaint (the “Complaint”).

B. The Complaint alleges, among other things, that Individual Defendants Milton Jones, Walter Davis, Angela Webb, Charles Williams (collectively, the “Former Executives”) breached their fiduciary duties; that Individual Defendants J. Veronica Biggins, Robert J. Brown, Douglas Johnson, Hildy Teegen, and Robert L. Wright (collectively, the “Former Directors”) breached their fiduciary duties; and that ICS aided and abetted in the Former Executives’ and the Former Directors’ breaches of fiduciary duty.

C. Contemporaneously herewith, Plaintiffs, Certus, and the Individual Defendants are entering into a Stipulation and Agreement of Settlement, Compromise, and Release with Individual Defendants (the “Individual Defendants Stipulation”) which, together with this Stipulation, reflects the final and binding agreement among Plaintiffs, Certus, the Individual Defendants, and ICS in connection with the Settlement.

D. This Stipulation constitutes a compromise of matters that are in dispute between the Parties. ICS is entering into this Stipulation solely to eliminate the uncertainty, burden and expense of further protracted litigation. ICS denies any wrongdoing, and this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of ICS with respect to any claim or allegation of any fault or liability or wrongdoing or damage whatsoever, or any infirmity in the defenses that ICS has, or could have, asserted. ICS expressly denies that Plaintiffs have asserted any valid claims as to it, and expressly denies any and all allegations of fault, liability, wrongdoing or damages whatsoever. Similarly, this Stipulation shall in no event be construed or deemed to be evidence of or an admission or concession on the part of any Plaintiff of any infirmity in any of the claims asserted in the Action, or an admission or concession that any of ICS's defenses to liability had any merit. Each of the Parties recognizes and acknowledges, however, that the Action has been initiated, filed and prosecuted by Plaintiffs in good faith and defended by ICS in good faith, that the Action is being voluntarily settled with the advice of counsel, and that the terms of the Settlement are fair, adequate and reasonable.

NOW THEREFORE, IT IS STIPULATED AND AGREED, by and among Plaintiffs (individually and on behalf of the Settlement Class and derivatively on behalf of Certus), Certus, the Individual Defendants, and ICS, by

and through their respective undersigned attorneys and subject to the approval of the Court pursuant to Rules 23 and 23.1 of the Rules of the Court of Chancery, that, in consideration of the benefits flowing to the Parties from the Settlement, among other things, all Released Plaintiffs' Claims as against the Released ICS Parties and all Released ICS Claims as against the Released Plaintiff Parties and the Released Certus Parties shall be settled and released, upon and subject to the terms and conditions set forth below:

DEFINITIONS

1. As used in this Stipulation, the following capitalized terms shall have the following meanings (capitalized terms used but not otherwise defined herein shall take the meanings ascribed to them in the Individual Defendants Stipulation):

(a) "Parties" means Plaintiffs, Certus, ICS, and the Individual Defendants.

(b) "Released ICS Claims" means any and all Claims that (a) are or were alleged, asserted, set forth, or claimed in the Action; or (b) could have been alleged, asserted, set forth or claimed in the Action or in any other action, court (whether state or federal), tribunal, forum or proceeding, including claims under any and all federal or state securities laws (including those within the exclusive jurisdiction of the federal courts), whether asserted directly by ICS, Certus or any other Released Certus Parties or Released ICS Parties, or asserted derivatively on

behalf of Certus, that (x) are based upon, arise out of, result from, relate to, or involve or previously were based upon, arose out of, resulted from, related to or involved, directly or indirectly, any of the actual, alleged or attempted actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that are or were alleged, asserted, set forth, or claimed in the Action, including without limitation any such claims related to: (i) the operation or management of Certus, (ii) the Individual Defendants' service as directors, officers, and/or employees of Certus, (iii) any contractual or financial obligation of ICS or the Individual Defendants that relates to any agreement entered into between Certus and ICS or any Individual Defendant during the time of the Individual Defendant's service as a director, officer, and/or employee of Certus, and/or (iv) any fiduciary obligations of ICS or the Individual Defendants in connection with the Individual Defendants' service as directors and/or officers of Certus; or (y) that arise out of or relate in any way to the institution, prosecution, settlement or dismissal of claims asserted in the Action; *provided, however*, that the Released ICS Claims shall not include claims to enforce the Stipulation.

(c) "Released ICS Parties" means ICS and ICS's respective past, present, or future trusts, trustees, executors, estates, administrators, beneficiaries,

distributees, foundations, agents, employees, fiduciaries, partners, partnerships, general or limited partners or partnerships, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, stockholders, principals, officers, directors, managing directors, managing partners, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys, personal or legal representatives, accountants and associates.

(d) “Released Plaintiffs’ Claims” means as to ICS and its respective Released ICS Parties (a) with respect to the direct claims of Plaintiffs and all other Settlement Class Members, any and all Claims which are or were alleged, asserted, set forth, or claimed in the Action, or which could have been alleged, asserted, set forth or claimed in the Action or in any other action, court (whether state or federal), tribunal, forum or proceeding, including claims under any and all federal or state securities laws (including those within the exclusive jurisdiction of the federal courts), that relate to his, her or its status as a Certus stockholder, including any claims which are based upon, arise out of, result from, relate in any way to, or involve, directly or indirectly, his, her or its decision to

invest in Certus; (b) any and all Claims that are based upon, arise out of, result from, relate to, or involve or previously were based upon, arose out of, resulted from, related to or involved, directly or indirectly, any of the actual, alleged or attempted actions, transactions, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims or any other matters, things or causes whatsoever, or any series thereof, that are or were alleged, asserted, set forth, or claimed in the Action, including without limitation any such claims related to: (i) the operation or management of Certus, (ii) the Individual Defendants' service as directors, officers, and/or employees of Certus, (iii) any contractual or financial obligation of ICS or the Individual Defendants that relates to any agreement entered into between Certus and ICS or any Individual Defendant during the time of the Individual Defendant's service as a director, officer, and/or employee of Certus, and/or (iv) any fiduciary obligations of ICS or the Individual Defendants in connection with the Individual Defendants' service as directors and/or officers of Certus; and (c) any and all Claims that arise out of or relate in any way to the institution, prosecution, settlement or dismissal of claims asserted in the Action; *provided, however*, that the Released Plaintiffs' Claims shall not include claims to enforce the Stipulation.

(e) "Releases" means the releases set forth in ¶¶ 6-8 below.

(f) “Settlement” means the settlement between and among Plaintiffs, Individual Defendants, ICS, and Certus on the terms and conditions set forth in this Stipulation and in the Individual Defendants Stipulation.

(g) “Unknown Claims” means any Released Plaintiffs’ Claims that Certus, 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 such claims, and any Released ICS Claims that ICS or any of the other Released ICS Parties does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, 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 Plaintiffs’ Claims and Released ICS Claims, the Parties stipulate and agree that Certus, each of the Plaintiffs, and ICS shall expressly waive, and each of the other Settlement Class Members and Released ICS Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights and benefits conferred by California Civil Code § 1542 or any law of any state or territory of the United States, or principle of common law or foreign law, which is similar, comparable, or equivalent to California Civil Code §1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE,

WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Certus, each of the Plaintiffs, and ICS acknowledge, and each of the other Settlement Class Members and Released ICS Parties shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and is a key element of the Settlement.

CONSIDERATION

2. The Parties hereby stipulate and agree that the mutual exchange of the Releases and the Settlement constitutes valid and sufficient consideration for this Stipulation.

3. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against ICS; (ii) the Releases provided for herein; and (iii) the consummation of the Settlement.

CLASS CERTIFICATION

4. Solely for purposes of the Settlement and for no other purpose, the Parties stipulate and agree to class certification as set forth in the Individual Defendants Stipulation.

RELEASES

5. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against ICS; and (ii) the Releases provided for herein.

6. Pursuant to the Judgment, upon the Effective Date, Plaintiffs, Settlement Class Members, the other Released Plaintiff Parties, Certus and the other Released Certus Parties, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released Plaintiffs' Claims against the Released ICS Parties.

7. Pursuant to the Judgment, upon the Effective Date, ICS and the other Released ICS Parties, on behalf of themselves and any other person or entity who could assert any of the Released ICS Claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released ICS Claims against the Released Plaintiff Parties and the Released Certus Parties.

8. Pursuant to the Judgment, upon the Effective Date, the Individual Defendants and the other Released Individual Defendant Parties, and ICS and the other Released ICS Parties, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' Claims, the Released ICS Claims, the Released Individual Defendants' Claims, or the Preserved Claims on their

behalf, in such capacity only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released Plaintiffs' Claims, the Released ICS Claims, Released Individual Defendants' Claims, or the Preserved Claims against the Released Individual Defendant Parties and the Released ICS Parties.

NOTICE

9. Notice of the Settlement shall be provided in accordance with the provisions of the Individual Defendants Stipulation.

FINAL ORDER AND JUDGMENT

10. If the Settlement is approved by the Court, the Parties shall jointly request that the Court enter the Judgment, substantially in the form attached as Exhibit B to the Individual Defendants Stipulation.

TERMINATION

11. In the event the Settlement is terminated pursuant to the terms of the Individual Defendants Stipulation, this Stipulation (including the Releases given pursuant to the terms of this Stipulation) shall be cancelled and shall become null and void and of no force and effect, except as specifically provided herein; and the Parties shall be restored to their respective positions in the Action immediately prior to November 21, 2016. In the event of such termination, this Stipulation shall not be admissible for any purpose in any proceedings before any court or tribunal

and any judgments or orders entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated *nunc pro tunc*.

ATTORNEYS' FEES AND EXPENSES

12. Plaintiffs' Counsel shall apply for award of attorneys' fees and expenses in accordance with paragraphs 33-36 of the Individual Defendants' Stipulation. The Released ICS Parties, Released Individual Defendants Parties, and Released Certus Parties shall have no responsibility for or liability whatsoever with respect to attorneys' fees or expenses incurred or to be incurred by Plaintiffs or Plaintiffs' Counsel in connection with this Action.

NO ADMISSION OF WRONGDOING

13. Neither this Stipulation (whether or not consummated) nor the Individual Defendants Stipulation, including the exhibits thereto, the negotiations leading to the execution of this Stipulation or the Individual Defendants Stipulation, nor any proceedings taken pursuant to or in connection with this Stipulation, the Individual Defendants Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released ICS Parties, Released Individual Defendant Parties, or Released Certus Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff Parties, Released ICS Parties, Released

Individual Defendant Parties, or Released Certus Parties with respect to the truth of any fact alleged by Plaintiffs 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 ICS Parties, Released Individual Defendant Parties, or Released Certus Parties or in any way referred to for any other reason as against any of the Released ICS Parties, Released Individual Defendant Parties or Released Certus Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiff Parties or Released Certus Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Released Plaintiff Parties, Released Individual Defendant Parties, Released ICS Parties, or Released Certus Parties that any of their claims are without merit, that any of the Released ICS Parties, Released Individual Defendant Parties, or Released Certus Parties 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 Parties, Released Individual Defendant Parties,

or Released Certus Parties, in any 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 be construed against any of the Released Plaintiff Parties, Released ICS Parties, Released Individual Defendant Parties, or Released Certus Parties as an admission, concession, or presumption that the consideration to be given under the Individual Defendants Stipulation represents the amount which could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Parties, the Released Plaintiff Parties, the Released ICS Parties, Released Individual Defendant Parties, and the Released Certus Parties and their respective counsel may refer to it to effectuate the protections from liability granted hereunder or otherwise to enforce the terms of the Individual Defendants Stipulation.

MISCELLANEOUS PROVISIONS

14. All of the exhibits attached to the Individual Defendants Stipulation are hereby incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, in the event that there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any exhibit attached to the Individual Defendants Stipulation, the terms of this Stipulation shall prevail.

15. The representations and warranties contained in paragraphs 39-42 of the Individual Defendants Stipulation are hereby expressly incorporated by reference herein.

16. ICS, on its own behalf, represents and warrants that: (i) none of the Released ICS Claims have been assigned, encumbered or in any manner transferred in whole or in part; and (ii) it will not attempt to assign, encumber or in any manner transfer, in whole or in part, any of the Released ICS Claims.

17. 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 Plaintiffs, any other Settlement Class Members, and Certus against the Released ICS Parties with respect to the Released Plaintiffs' Claims. Accordingly, Plaintiffs and their counsel and ICS and its counsel agree not to assert in any forum that this Action was brought by Plaintiffs or defended by ICS in bad faith. The Parties agree that the terms of the Individual Defendants Stipulation 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.

18. The terms of 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 respective successors-in-interest).

19. The provisions contained in paragraphs 45-47, 49, 51-56 and 58-62 of the Individual Defendants Stipulation are hereby expressly incorporated by reference herein, with any reference to the “Stipulation” and the “Parties” taking the meanings assigned to those terms in this Stipulation.

20. This Stipulation, including any documents incorporated by reference herein, constitutes the entire agreement among Plaintiffs, ICS, the Individual Defendants, and Certus concerning this Stipulation. All Parties acknowledge that no other agreements, representations, warranties, or inducements have been made by any Party hereto concerning this Stipulation other than those contained and memorialized in this document.

21. This Stipulation is and shall be binding upon and inure to the benefit of the Parties, including any and all Releases and any corporation, partnership, or other entity into or with which any Party hereto may merge, consolidate or reorganize.

22. 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 Plaintiffs or Plaintiffs' Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: Mark Lebovitch, Esq.
1251 Avenue of the Americas
New York, New York 10020
Telephone: (212) 554-1400
Email: markl@blbglaw.com

Friedlander & Gorris, P.A.
Attn: Joel Friedlander, Esq.
1201 N. Market St., Ste. 2200
Wilmington, Delaware 19801
Telephone: (302) 573-3500
Email: jfriedlander@friedlandergorris.com

If to ICS: Klein LLC
Attn: Julia B. Klein, Esq.
919 N. Market Street, Suite 600
Wilmington, Delaware 19801
Telephone: (302) 438-0456
Email: klein@kleinllc.com

If to Certus: Cipriani & Werner, P.C.
Attn: Morgan A. Sack, Esq.
1000 N. West Street
Suite 1200
Wilmington, Delaware 19801
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Email: msack@c-waw.com

If to Individual Defendant Williams Young Conaway Stargatt & Taylor, LLP
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1000 North King Street
Wilmington, Delaware 19801
Telephone: (302) 571-6600
Email: enorman@ycst.com

If to Individual Defendants
Biggins, Brown, Johnson,
Teegen, or Wright

Morris Nichols Arsht & Tunnell LLP
Attn: David J. Teklits, Esq.
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Wilmington, Delaware 19801
Telephone: (302) 658-9200
Email: dteklits@mnat.com

If to Individual Defendants
Jones, Davis, or Webb:

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Email: dross@ramllp.com

IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to
be executed by their duly authorized counsel, as of February 8, 2017.

FRIEDLANDER & GORRIS, P.A.

/s/ Joel Friedlander

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