



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. )

## FINAL ORDER AND JUDGMENT

WHEREAS, a stockholder class and derivative action is pending in this Court entitled *3-Sigma Value Financial, et al. v. Jones, et al.*, C.A. No. 11655-VCG, (the “Action”).

WHEREAS, (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, “Plaintiffs”), on behalf of themselves and the Settlement Class (defined below), and derivatively on behalf of the Nominal Defendant (defined below); (b) defendants Milton Jones, Walter Davis, Charles Williams, Angela Webb, J. Veronica Biggins, Robert J. Brown, Douglas Johnson, Hildy Teegen, and Robert L. Wright (collectively, the “Individual Defendants”); and (c) nominal defendant Certus Holdings, Inc. (the “Nominal Defendant,” “Certus” or the “Company”) have entered into the Stipulation and Agreement of Settlement with Individual Defendants dated February 8, 2017 (the “Individual Defendants Stipulation”);

WHEREAS, (a) Plaintiffs, on behalf of themselves and the Settlement Class, and derivatively on behalf of the Nominal Defendant; (b) Integrated Capital Strategies Holdings, LLC and Integrated Capital Strategies, LLC (“ICS,” and together with the Individual Defendants, the “Defendants”); (c) the Individual Defendants; and (d) the Nominal Defendant have entered into the Stipulation and

Agreement of Settlement with ICS dated February 8, 2017 (the “ICS Stipulation,” and together with the Individual Defendants Stipulation, the “Stipulations”);

WHEREAS, the Stipulations set forth the terms and conditions of the settlement of the Action (the “Settlement”) reached by Plaintiffs, the Individual Defendants, ICS, and the Nominal Defendant (collectively, the “Parties”);

WHEREAS, by Order dated February 20, 2017 (the “Scheduling Order”), this Court (a) preliminarily certified the Settlement Class solely for purposes of effectuating the Settlement; (b) ordered that notice of the proposed Settlement be provided to Settlement Class Members; (c) provided Settlement Class Members with the opportunity to object to the proposed Settlement; and (d) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, the Court conducted a hearing on April 10, 2017 (the “Settlement Hearing”) to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Settlement Class and Certus, and should therefore be approved; (b) whether a judgment should be entered dismissing the Action with prejudice; and (c) whether the application by Plaintiffs’ Counsel for an award of attorneys’ fees and reimbursement of litigation expenses should be approved; and

WHEREAS, it appearing that due notice of the 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 Settlement Class Members and Current Stockholders was adequate and sufficient; and the entire matter of the proposed Settlement having been heard and considered by the Court;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this 10<sup>th</sup> day of April, 2017, as follows:

1. **Definitions** – Unless otherwise defined in this Judgment, the capitalized terms used herein shall have the same meaning as they have in the Stipulations.
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 all of the Parties, the Settlement Class Members and Current Stockholders in any and all disputes arising out of or relating in any way to the Stipulations or the Settlement.
3. **Incorporation of Settlement Documents** – This Judgment incorporates and makes a part hereof: (a) the Stipulations filed with the Court on

February 8, 2017; and (b) the Notice, which was filed with the Court on March 31, 2017.

4. **Final Class Certification for Settlement Purposes** – The Court hereby finally certifies, for the purposes of the Settlement only, the Action as a non-opt out class action pursuant to Court of Chancery Rules 23(a) and 23(b)(1) on behalf of a Settlement Class consisting of any and all signatories to the Stock Purchase Agreement and their transferees, successors or assigns. Excluded from the Settlement Class are Certus and Defendants; members of the Immediate Family of each of the Individual Defendants; any person or entity in which any Defendant or Certus has a controlling interest; and the legal representatives, agents, affiliates, heirs, successors-in-interest or assigns of any such excluded party.

5. For the purposes of the Settlement only, the Court hereby finally appoints Plaintiffs as Class Representatives for the Settlement Class and Plaintiffs' Counsel as Class Counsel for the Settlement Class. Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the Settlement Class and Certus both in terms of prosecuting the Action and for purposes of entering into and implementing the Settlement.

6. **Class Findings** – Solely for purposes of the Settlement of this Action, the Court finds that each element required for certification of the Settlement Class pursuant to Court of Chancery Rules 23(a) and 23(b)(1) 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 Plaintiffs are typical of the claims of the Settlement Class; (d) in connection with both the prosecution of the Action as well as the Settlement, Plaintiffs and Plaintiffs' 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 that would establish incompatible standards of conduct for Defendants; and (f) as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical cases brought by other Settlement Class Members.

7. **Notice** – The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Settlement Class Members and Current Stockholders of: (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder); (iii) Plaintiffs' Counsel's application for an award of attorneys' fees and litigation expenses; (iv) their right to object to any aspect of the Settlement and/or Plaintiffs' Counsel's application for attorneys' fees and litigation expenses;

and (v) their right to appear at the Settling Hearing; (d) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Court of Chancery Rules 23 and 23.1, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

8. **Final Settlement Approval and Dismissal of Claims** – Pursuant to, and in accordance with, Court of Chancery Rules 23 and 23.1, this Court hereby fully and finally approves the Settlement set forth in the Stipulations in all respects (including, without limitation: the Settlement consideration; the Releases; and the dismissal with prejudice of the Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Settlement Class and Certus. The Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulations.

9. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs, on behalf of themselves and the other Settlement Class Members, and derivatively on behalf of Certus, are hereby dismissed with prejudice. The Parties shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulations.

10. **Binding Effect** – The terms of the Stipulations and of this Judgment shall be forever binding on Certus, Defendants, Plaintiffs, Settlement Class

Members, and Current Stockholders as well as their respective successors and assigns.

11. **Releases** – The Releases set forth in (i) paragraphs 23-25 of the Individual Defendants Stipulation, together with the definitions contained in paragraph 1 of the Individual Defendants Stipulation relating thereto, and (ii) paragraphs 6-8 of the ICS Stipulation, together with the definitions contained in paragraph 1 of the ICS Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, Plaintiffs, the 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 (as that term is collectively defined in the Stipulations) on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of this 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 Individual Defendant Parties, the Released ICS Parties, and the Released Certus Parties;



(b) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, the Individual Defendants, the other Released Individual Defendant 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 Individual Defendants' Claims on their behalf, in such capacity only, shall be deemed to have, and by operation of law and of this Judgment shall have, fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released Individual Defendants' Claims against the Released Plaintiff Parties and the Released Certus Parties;

(c) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, the Individual Defendants and the other Released Individual Defendant Parties, on behalf of themselves and any other person or entity who could assert any of the Released Plaintiffs' 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 this Judgment shall have, fully, finally, and forever released, settled, and discharged, and shall forever be enjoined from prosecuting, the Released Plaintiffs' Claims, the Released Individual

Defendants' Claims, or the Preserved Claims against the Released Individual Defendant Parties;

(d) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, 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 this 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;

(e) Without further action by anyone, and subject to paragraph 12 below, upon the Effective Date of the Settlement, the Individual Defendants and the other Released Individual Defendant Parties, and ICS and the other ICS Released 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 this 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, the Released Individual Defendants' Claims, or the Preserved Claims against the Released Individual Defendant Parties and the Released ICS Parties;

12. Notwithstanding paragraphs 11(a)-(e) above, nothing in the Stipulations or in this Judgment shall: (a) bar any action by any of the Parties to enforce or effectuate the terms of the Stipulations or this Judgment; or (b) modify, amend, change or otherwise reduce the scope, nature, right or entitlement to reimbursement or advancement of fees and expenses to any Released Individual Defendant Party provided as a result of the Company's Bylaws or other governing documents, applicable law, any policy of insurance, or any other contract providing for similar reimbursement or advancement, or impact the ability of any Released Individual Defendant Party to seek judicial enforcement of such right or entitlement.

13. **No Admissions** – Neither the Stipulations (whether or not consummated), including the exhibits thereto, the negotiations leading to the execution of the Stipulations, nor any proceedings taken pursuant to or in connection with the Stipulations and/or approval of the Settlement (including any arguments proffered in connection therewith): (a) shall be offered against any of the Released Individual Defendant Parties, Released ICS 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 Individual Defendant Parties, Released ICS 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 Individual Defendant Parties, Released ICS Parties, or Released Certus Parties or in any way referred to for any other reason as against any of the Released Individual Defendant Parties, Released ICS 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 the Stipulations;

(b) shall be offered against any of the Released Individual Defendant Parties, Released ICS 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 Individual Defendant Parties, Released ICS Parties, or Released Certus Parties that any of their claims are without merit, that any of the Released Individual Defendant Parties, Released ICS 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 Individual Defendant Parties, Released ICS 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 the Stipulations; or (c) shall be construed against any of the Released Plaintiff Parties, Released Individual Defendant Parties, Released ICS Parties, or Released Certus Parties as an admission, concession, or presumption that the consideration to be given under the Settlement represents the amount which could be or would have been recovered after trial; *provided, however*, that the Parties and the Released Plaintiff Parties, Released Individual Defendant Parties, Released ICS Parties, and Released Certus Parties and their respective counsel may refer to the Stipulations to effectuate the protections from liability granted thereunder or otherwise to enforce the terms of the Settlement.

14. **Award of Attorneys' Fees and Litigation Expenses** – Plaintiffs' Counsel are hereby awarded attorneys' fees and reimbursement of litigation expenses in the amount of \$ 4.25 M (which fees and expenses shall be paid from the Settlement Fund), which sum the Court finds to be fair and reasonable

15. No proceedings or court order with respect to the award of attorneys' fees and expenses to Plaintiffs' Counsel shall in any way disturb or affect this Judgment (including precluding this Judgment from being Final or otherwise being

entitled to preclusive effect), and any such proceedings or court order shall be considered separate from this Judgment.

16. **Modification of the Stipulations** – Without further approval from the Court, Plaintiffs and Defendants are hereby authorized to agree to and adopt such amendments or modifications of the Stipulations or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Settlement Class Members or Certus 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.

17. **Termination of Settlement** – If the Settlement is terminated pursuant to the terms of the Stipulations or the Effective Date otherwise fails to occur, this Judgment shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulations, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other Settlement Class Members, Defendants, and Certus, and the Parties shall be restore to their respective positions in the Action immediately prior to November 21, 2016, as provided in the Stipulations.

18. **Entry of Final Judgment** – There is no just reason to delay the entry of this Judgment as a final judgment in the Action. Accordingly, the Register in

Chancery is expressly directed to immediately enter this final judgment in the

Action.

4-10-17  
Dated

  
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Vice Chancellor Glasscock

# 1055400