



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

BUTTONWOOD TREE VALUE)
PARTNERS, L.P., a California Limited)
Partnership and MITCHELL PARTNERS)
L.P., a California Limited Partnership, on)
behalf of themselves and all others similarly)
situated,)
Plaintiffs,)

- against -)

Case No. 9250-VCG)

R.L. POLK & CO., INC., STEPHEN R.)
POLK (individually and on behalf of a)
Defendant Class of similarly situated)
persons), THE ESTATE OF NANCY K.)
POLK, KATHERINE POLK OSBORNE,)
DAVID COLE, RICK INATOME,)
CHARLES MCCLURE, J. MICHAEL)
MOORE, RLP & C HOLDING, INC., RLP)
MERGER CO., STOUT RISIUS ROSS,)
INC., and HONIGMAN MILLER)
SCHWARTZ AND COHN LLP,)
Defendants.)

NOTICE OF LODGING

PLEASE TAKE NOTICE that on this 30th day of September 2024,
Plaintiffs have caused to be lodged the corrected *[Proposed] Order And Partial
Final Judgment.*

September 30, 2024

COOCH AND TAYLOR P.A.

/s/ R. Bruce McNew

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Defendants.)

[PROPOSED] ORDER AND PARTIAL FINAL JUDGMENT

On _____, 2024, a hearing was held as to the Stipulation and Agreement of Compromise and Settlement between Plaintiffs Buttonwood Tree Value Partners, L.P., and Mitchell Partners L.P. (“Plaintiffs”), on behalf of themselves and on behalf of the Class (as defined below), and Defendants Stephen R. Polk, Katherine Polk Osborne, and the Estate of Nancy K. Polk (“Defendants”) dated as of June 14, 2024 (the “Stipulation”). The Court having considered all

papers and matters submitted to it before or at the hearing, and on that basis and all prior proceedings;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Except for terms otherwise defined in this Order and Partial Final Judgment, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order and Partial Final Judgment.

2. 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 for purposes of the Settlement.

3. The Court finds that the mailing and distribution of the Settlement Notice:

- (a) was implemented in accordance with the Scheduling Order;
- (b) constituted the best notice practicable under the circumstances;
- (c) was reasonably calculated, under the circumstances, to apprise Class members of (i) the pendency of the Action; (ii) the effect of the proposed Settlement (including the releases to be provided); (iii) the application by Plaintiffs' Counsel for a Fee and Expense Award, including an Incentive Award for the named Plaintiffs as Class representatives; (iv) the right of Class members to object to any aspect of the Settlement, including the application by Plaintiffs' Counsel for a Fee and Expense Award,

including an Incentive Award for the named Plaintiffs as Class representatives; and (v) the right of Class members to appear at the Settlement 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 Delaware Court of Chancery Rule 23 and all other applicable law and rules.

4. Pursuant to the Scheduling Order, the Court certified, for settlement purposes only, a non-opt out Class pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) of all Selling Shareholders and all Tendering Shareholders, with Selling Shareholders being all persons or entities who or which owned shares of common stock of the Company before March 31, 2011 and, during the Class Period (the period from and including March 31, 2011 to and including May 16, 2011), sold some or all of such shares to a third party not knowingly affiliated with or related to the seller in a bona fide transaction for value (but only to the extent of such sales net of any new purchases of common stock of the Company, or reversals of such sales transactions, during the Class Period), and Tendering Shareholders being all persons or entities who had shares of the Company that the Company then acquired in the Self-Tender (to the extent shares were so acquired), all as reflected in the records of the Company, which show such persons as having,

collectively, tendered to the Company 34,825 shares of common stock of the Company.

5. The Court now continues and makes final the certification of the Class, finding again that the Action is a proper one for class treatment pursuant to Delaware Court of Chancery Rules 23(a) and 23(b)(1) in that:

(a) the 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 Class;

(c) the claims of Plaintiffs are typical of claims of the Class;

(d) Plaintiffs and Plaintiffs' Counsel have fairly and adequately represented the interests of the Class;

(e) the prosecution of separate actions by individual members of the Class would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for the Settling Defendants; and

(f) the prosecution of separate actions by individual members of the Class would create a risk of adjudications 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.

6. Pursuant to the Scheduling Order, the Court also appointed Plaintiffs as representatives for the Class and appointed Plaintiffs' Counsel (Cooch and Taylor, P.A.) as counsel for the Class. The Court now continues and makes final those appointments.

7. The Settlement of the Action as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class, because among other things:

(a) Plaintiffs and Class Counsel have adequately represented the Class;

(b) the Stipulation was negotiated at arms-length with the assistance of a neutral mediator;

(c) the relief provided to the Class is adequate, taking into account (i) the costs, risks, and delay of trial and appeal, (ii) the effectiveness of the proposed method of distributing relief to the Class, including the method of processing the claims of Class members, (iii) the terms of the Fee and Expense Award, including the timing of its payment, and (iv) the lack of any other agreement between the parties; and

(d) the Stipulation treats Class members equitably relative to each other.

8. Plaintiffs' Counsel are hereby awarded a Fee and Expense Award in the amount of \$ _____, plus costs and expenses in the amount of \$ _____, which sums the Court find to be fair and reasonable.

9. Plaintiffs are each hereby awarded \$ _____ as an Incentive Award for their services as Class Representatives, to be paid out of the Fee and Expense Award pursuant to the provisions of the Stipulation.

10. The formula for the calculation of payments to eligible Class members as set forth in the Plan of Allocation 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. If there is any appeal from this Order and Partial Final Judgment seeking to eliminate or reduce the Fee and Expense Award (or the Incentive Award as part of it), there shall be no recalculation of the Plan of Allocation. Instead, the Fee and Expense Award shall be deemed severed from all other portions of this Order and Partial Final Judgment, the remaining portions of this Order and Partial Final Judgment shall not be affected by such appeal, the Effective Date of the Settlement shall not otherwise be affected, and all other portions of this Order and Partial Final Judgment shall become a separate Order and Final Judgment entitled to preclusive effect. Pursuant to Delaware Court of Chancery Rule 54(b), the Court finds that there would be no just reason for delay in such circumstances, and expressly

directs that such judgments be entered separately and that the Action shall be dismissed with prejudice against Defendants, without fees, costs, or expenses. If there is no appeal seeking to eliminate or reduce the Fee and Expense Award, this Order and Partial Final Judgment shall become an entire Order and Final Judgment and the Action shall be dismissed with prejudice against Defendants, without fees, costs, or expenses.

11. Pursuant to Court of Chancery Rule 23, the Parties are authorized and directed to consummate the Settlement in accordance with the terms and provisions of the Stipulation, and the Register of Chancery is directed to enter and docket this Order and Partial Final Judgment according to its terms.

12. Without further order of the Court, Plaintiff and the Defendants may agree to reasonable extensions of time to carry out any provisions of the Settlement.

13. Upon entry of this Order and Partial Final Judgment, the Releasing Plaintiffs (as defined in the Stipulation) shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Defendant Parties (as defined in the Stipulation), from and with respect to every one of the Released Plaintiff Claims (as defined in the Stipulation) on the terms and conditions set forth in the Stipulation, and shall be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing,

maintaining, participating in, or prosecuting any and all such Released Plaintiff Claims. Should any Releasing Plaintiff institute any suit or proceeding with respect to any Released Plaintiff Claims, this release and covenant not to sue shall be deemed a full and complete accord, satisfaction, and settlement of any such suit or proceeding and a sufficient basis for immediate dismissal of such suit or proceeding, except as to obligations created by this Order and Partial Final Judgment.

14. Upon the entry of this Order and Partial Final Judgment, the Released Defendants (as defined in the Stipulation) shall and shall be deemed to fully, finally, and forever release, relinquish, settle, and discharge the Released Plaintiff Parties (as defined in the Stipulation) from and with respect to every one of the Released Defendant Claims (as defined in the Stipulation) on the terms and conditions set forth in the Stipulation, and shall be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all such Released Defendant Claims. Should any Released Defendant institute any suit or proceeding with respect to any Released Defendant Claims, this release and covenant not to sue shall be deemed a full and complete accord, satisfaction, and settlement of any such suit or proceeding and a sufficient basis for immediate dismissal of such suit

or proceeding, except as to obligations created by this Order and Partial Final Judgment.

15. Plaintiffs, the Defendants, and all Class members shall be and are deemed bound by the Stipulation and this Order and Partial Final Judgment. This Order and Partial Final Judgment, including all the releases of all the claims stated herein, shall have res judicata, collateral estoppel and all other preclusive effect in all pending and future lawsuits, arbitrations, or other proceedings involving any of the released parties.

16. Neither this Order and Partial Final Judgment, the Stipulation, nor the fact or any terms of the Settlement, nor any communications relating to any of them, shall be deemed evidence of, or an admission or concession by, Plaintiffs, any Class member, any Released Plaintiff Parties, Defendants, or any of the Released Defendant Parties of, any fault, liability, or wrongdoing whatsoever, or as to the validity or merit of any claim or defense alleged or asserted in any proceeding, including the Action. Accordingly, neither the Settlement, the Stipulation, this Order and Partial Final Judgment, any terms of the Stipulation or this Order and Partial Final Judgment, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein shall:

(a) 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, act, or omission on the part of any of the Released Defendant Parties or Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiffs or any other Class member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class member;

(b) be used to create or give rise to any inference or presumption against any of the Released Defendant Parties or Released Plaintiff Parties concerning any fact or any purported liability, fault, or wrongdoing of the Released Defendant Parties or Released Plaintiff Parties or any injury, or damages to any person or entity, or

(c) be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever;

provided, however, that this Order and Partial Final Judgment may be introduced, subject to Delaware Rule of Evidence 408 and any and all other state and federal corollaries thereto, in any proceeding, whether in this Court or otherwise, to the extent necessary to argue and establish its terms or its res judicata, collateral

estoppel, or other issue or claim preclusion effect, or to otherwise consummate or enforce the Settlement.

17. If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, this Order and Partial Final Judgment shall be vacated, rendered null and void, and be of no further force and effect (except as otherwise provided by the Stipulation), and this Order and Partial Final Judgment shall be without prejudice to the rights of Plaintiffs or Defendants, and Plaintiffs, Defendants, and Class members shall revert to their respective positions in the Action as of immediately prior to the execution of the Stipulation.

18. Without affecting the finality of any part of this Order and Partial Final Judgment in any way, the Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement.

Dated: , 2024

Vice Chancellor Sam Glasscock III