



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

JIM GILBERT and BARRETT )  
O'DONNELL, Individually and On )  
Behalf of All Others Similarly Situated, )

Plaintiffs, )

v. )

C.A. No. 2018-0453-SG

EZRA PERLMAN, DAVID A. JONES, )  
JR., FRANCISCO PARTNERS IV, )  
L.P., FRANCISCO PARTNERS IV-A, )  
L.P., FP HEALTHCARE HOLDINGS, )  
INC., FP HEALTHCARE MERGER )  
SUB CORPORATION, and )  
CHRYSALIS VENTURES II, L.P., )

Defendants. )

**~~PROPOSED~~ ORDER AND FINAL JUDGMENT**

WHEREAS, a consolidated stockholder class action is pending in this Court entitled *Jim Gilbert v. Ezra Perlman*, C.A. No. 2018-0453-SG (the "Action");

WHEREAS, (i) lead plaintiffs Jim Gilbert ("Gilbert") and Barret O'Donnell ("O'Donnell") (together, "Plaintiffs"), on their own behalf and on behalf of the Class, and (ii) defendants Francisco Partners IV, L.P. and Francisco Partners IV-A, L.P. (together, "Francisco Partners"), (iii) defendants FP Healthcare Holdings, Inc. and FP Healthcare Merger Sub Corporation (together, "FP Healthcare"), and (iv) defendant Ezra Perlman ("Perlman"), all by and through their respective counsel,

have entered into a Stipulation and Agreement of Compromise, Settlement, and Release, dated January 14, 2022 (the “Stipulation”) that provides for the full and final resolution, discharge, and settlement of all Released Claims as against the Released Parties, subject to the approval of the Court;

WHEREAS, the Stipulation and the settlement contemplated thereby (the “Settlement”) have been presented at the hearing on April 26<sup>th</sup>, 2022 (the “Settlement Hearing”), pursuant to the settlement scheduling order entered on February 7<sup>th</sup>, 2022 (the “Scheduling Order”);

WHEREAS, the parties to the Stipulation have appeared by their attorneys of record and the attorneys for the respective parties have been heard in support of the Settlement and an opportunity to be heard has been given to all other Persons desiring to be heard as provided in the Notice; and

WHEREAS, the Court has reviewed and considered the Stipulation, all papers filed and proceedings held in connection with the Settlement, and all oral and written comments regarding the proposed Settlement, and with good cause appearing therefor;

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED, this 6<sup>th</sup> day of May, 2022, as follows:

1. Incorporation of Documents. This Order and Final Judgment (the “Order”) incorporates and makes a part hereof the Stipulation and all of its terms, conditions, provisions, and exhibits.

2. Jurisdiction. The Court has jurisdiction over the Action, and all matters relating to the Settlement, as well as personal jurisdiction over all of the Parties and each Class Member.

3. Sufficiency of Notice to the Class. The Notice of Pendency of Class Action, Proposed Settlement of Class Action, and Settlement Hearing (the “Notice”) and the Summary Notice have been provided to record owners who held Connecture common stock at the time of the January 4, 2018 announcement of the Merger, pursuant to and in the manner directed by the Scheduling Order, proof of the dissemination of the Notice and publication of the Summary Notice have been filed with the Court, and a full opportunity to be heard has been offered to all Parties, Class Members, and Persons in interest. The form and manner of the Notice and Summary Notice are hereby determined to have been the best notice practicable under the circumstances and to have been given in full compliance with each of the requirements of Delaware Court of Chancery Rule 23, due process, and applicable law, and to constitute due and sufficient notice to all Persons entitled thereto.

4. Approval of Settlement and Entry of Final Judgment. The Settlement is found to be fair, reasonable, adequate, and in the best interests of the Class, and it

is hereby approved. The Court further finds that the Settlement is the result of arms'-length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties. Accordingly, this Court fully and finally approves the Settlement in all respects, the Parties are hereby authorized and directed to comply with and to consummate the Settlement in accordance with its terms, conditions, and provisions, and the Register in Chancery is directed to enter and docket this Order in the Action.

5. Dismissal of Action. The Action is hereby dismissed with prejudice and in its entirety in full and final discharge of any and all claims or obligations that were or could have been asserted in the Action and, except as provided in the Stipulation and this Order, without fees, costs, or expenses to any Party.

#### **DEFINITIONS FOR RELEASES**

a. "Released Claims" means the Released Defendant Claims and the Released Plaintiff Claims.

b. "Released Defendant Claims" means any claims, complaints, liabilities, causes of action, or sanctions that have been or could have been asserted in the Action, or in any court, tribunal, forum, suit, action, or proceeding, by Defendants or any of their respective successors, transferees, and assigns against any of the Released Plaintiff Parties (including, without limitation, Unknown Claims), which arise out of or relate in any way to the institution, prosecution, settlement, or

dismissal of the Action; provided, however, that the Released Defendant Claims shall not include the right to enforce this Stipulation.

c. “Released Defendant Parties” means, whether or not each or all of the following Persons were named, served with process, or appeared in the Action: (1) Defendants; (2) any Person that is or was related to or affiliated or associated with Defendants or in which any or all of them has or had a controlling interest; (3) the members of the Connecture Board of Directors; (4) Chrysalis; and (5) with respect to the individuals and entities set forth or described in (1) to (4), the respective past or present family members, spouses, heirs, trusts, trustees, executors, estates, foundations, administrators, beneficiaries, distributees, agents, employees, fiduciaries, partners, control persons, partnerships, general or limited partners, joint ventures, member firms, limited liability companies, corporations, parents, subsidiaries, divisions, affiliates, associated entities, shareholders, stockholders, principals, officers, managers, directors, managing directors, members, managing members, managing agents, predecessors, predecessors-in-interest, successors, successors-in-interest, transferees, assigns, financial or investment advisors, advisors, consultants, investment bankers, entities providing any fairness opinion, underwriters, brokers, dealers, financing sources, lenders, commercial bankers, attorneys (including, without limitation, Defendants’ Counsel), personal or legal

representatives, accountants, tax advisors, insurers, co-insurers, reinsurers, and associates, of each and all of the foregoing.

d. “Released Parties” means the Released Defendant Parties and the Released Plaintiff Parties.

e. “Released Plaintiff Claims” means (1) any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, costs, debts, expenses, interest, penalties, sanctions, fees, attorneys’ fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues, and controversies of any kind, nature, or description whatsoever, (2) whether known or unknown, disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected or unsuspected, liquidated or not liquidated, fixed or contingent (including, without limitation, Unknown Claims), (3) that Plaintiffs or any other Class Member asserted, could have asserted, or could hereafter assert based on his, her, or its ownership of shares of Connecture common stock whether direct, derivative, individual, class, representative, legal, equitable, or of any other type, or in any other capacity, or that Connecture could have asserted directly, against the Released Defendant Parties, (4) in any court, tribunal, forum, suit, action, or proceeding, (5) whether based on state, local, foreign, federal, statutory, regulatory, common, or other law or rule (including, without limitation, any claims under federal or state securities laws, federal or state antitrust law, or

federal or state disclosure law), (6) which, now or hereafter, are based upon, arise out of, relate in any way to, or involve, directly or indirectly, in whole or in part, or previously were based upon, arose out of, resulted from, were related to or involved, directly or indirectly, in whole or in part, any of the actual, alleged, or attempted actions, inactions, conduct, transactions, contracts, occurrences, statements, representations, misrepresentations, omissions, allegations, facts, practices, events, claims, or any other matters, things, or causes whatsoever, or any series thereof, that were, could have been, or hereafter could be alleged, asserted, set forth, claimed, embraced, involved, or referred to in: (A) the Action and the subject matter of thereof; (B) the Merger, including without limitation, the process leading up to the Merger, the price paid by Francisco Partners in the Merger, the actions or inactions of the Released Defendant Parties in connection with the Merger; (C) any of the allegations in any complaint or amendment thereto filed in the Action; (D) the Settlement, including, without limitation, the approval of the foregoing by Defendants and (E) the administration or distribution of the settlement consideration described in Paragraph 2 of the Stipulation; provided, however, that the Released Plaintiff Claims shall not include the right to enforce this Stipulation. For purposes of clarity, Released Plaintiff Claims do not include claims based on post-Settlement conduct by the Released Defendant Parties that are not based upon, or do not arise

out of, relate in any way to, or involve, directly or indirectly, in whole or in part, the Settlement.

f. “Released Plaintiff Parties” means Plaintiffs, all other Class Members, and Plaintiffs’ Counsel.

g. “Unknown Claims” means any claims that a releasing Person does not know or suspect exists in his, her, or its favor at the time of the release of the Released Claims as against the Released Parties, including, without limitation, those which, if known, might have affected the decision to enter into the Stipulation. With respect to any of the Released Claims, the releasing Persons stipulate and agree that upon Final Approval of the Settlement, the Releasing Persons shall be deemed to have, and by operation of the Order and Final Judgment entered by the Court shall have, expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by or under Cal. Civ. Code § 1542 or any law or principle of common law of the United States or any state of the United States or territory of the United States, or other jurisdiction, 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.



The parties to the Stipulation acknowledge, and the Class by operation of law shall be deemed to have acknowledged, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Claims, but that it is the intention of the parties thereto, and by operation of law the Class, to completely, fully, finally, and forever extinguish any and all Released 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. The parties to the Stipulation acknowledge, and the Class by operation of law shall be deemed to have acknowledged, that the inclusion of Unknown Claims in the definition of Released Plaintiff Claims was separately bargained for and was a material element of the Settlement and was relied upon by each and all of the parties thereto in entering into the Stipulation.

6. Release of Released Plaintiff Claims. As of the Effective Date, Plaintiffs and all Class Members, on behalf of themselves, their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents, shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Defendant Parties from and

with respect to every one of the Released Plaintiff Claims on the terms and conditions set forth in the Stipulation.

7. Release of Released Defendant Claims. As of the Effective Date, Defendants shall thereupon be deemed to have fully, finally, and forever, released, settled, and discharged the Released Plaintiff Parties 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 Parties.

8. Parties Bound by Order. As of the Effective Date, the Parties and the Class shall be deemed bound by the Stipulation and the Order and Final Judgment. The Order and Final Judgment, including, without limitation, the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other lawful preclusive effects in all pending and future lawsuits, arbitrations, or other suits, actions, or proceedings maintained by, or on behalf of, the Parties and the Class, as well as their legal representatives, heirs, executors, administrators, estates, predecessors, predecessors-in-interest, successors, successors-in-interest, affiliates, transferees, and assigns, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective officers, directors, managers, general partners, employees, representatives, and agents.

9. Settlement Credit. Plaintiffs, on behalf of themselves and the Class, have agreed, pursuant to 10 *Del. C.* § 6304, that the damages recoverable against any other alleged tortfeasor will be reduced by the greater of (a) the amount of the Net Payment, and (b) the *pro rata* shares, if any, of Defendants, in both instances only to the extent it is established that Defendants are joint tortfeasors.

10. Bar Order. Any claims against the Released Defendant Parties, in which the injury claimed is the claimant's actual or threatened liability to the Released Plaintiff Parties, arising out of or relating to, or arising out of or relating to the subject matter of, the Released Plaintiff Claims, including, without limitation, any third party claims for contribution in accordance with 10 *Del. C.* § 6304(b) and any similar laws and statutes, are hereby barred.

11. Plaintiffs' Counsel's Attorneys' Fees and Expenses and Plaintiffs' Incentive Awards. Plaintiffs' Counsel is hereby awarded attorneys' fees in the amount of \$ 560,000.00 in connection with the settlement payments to the Class Members, and \$ 52,720.77 as reimbursement for costs and expenses incurred in the Action, which amounts the Court finds to be fair and reasonable and which shall be paid to Plaintiffs' Counsel in accordance with the terms and conditions of the Stipulation. This fee award reflects an award of 20 % of the Class recovery. Neither Plaintiffs, nor Plaintiffs' Counsel, shall make, or assist any other counsel in making, any application for an award of fees or expenses in any other jurisdiction

from Defendants. Plaintiffs are hereby awarded an incentive award in the amount of \$ 10,000 per Plaintiff in consideration of Plaintiffs' time and effort in connection with the prosecution of Plaintiffs' claims on behalf of the Class, which amount shall be allocated out of the fee and expense award to Plaintiffs' Counsel.

12. Order and Settlement Not Conditioned on Plaintiffs' Counsel's Attorneys' Fees and Expenses or Plaintiffs' Incentive Awards. The binding effect of this Order and the obligations of Plaintiffs, the Class, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order that relates solely to the issue of Plaintiffs' Counsel's application for an award of attorneys' fees and expenses or Plaintiffs' incentive award.

13. Effect of Disapproval, Cancellation, or Termination. In the event that the proposed Settlement (or any amendment thereof agreed to by the parties thereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way, and (c) the statements made in connection with the negotiation of the Stipulation 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, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of 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 suit, action, or proceeding.

14. No Admission. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by Plaintiffs that they have brought their claims in anything other than good faith or that their claims do not have legal merit, and the entry by Plaintiffs into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and the Stipulation shall not be used, construed, deemed admissible, or entered into evidence for the purpose of giving rise to any inference that Plaintiffs' claims lacked any merit at any time. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Defendant, any Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each Defendant. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the

Action or any wrongdoing by any Defendant named therein or any damages or injury to Plaintiffs, Connecture, or any Class Member. Neither the Stipulation, nor any of its terms, conditions, and provisions, 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, 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, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiffs, Connecture, or any Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of the Released Defendant Parties or of any injury or damages to any Person, or (c) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action, or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or Order and Final Judgment may be introduced

in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

15. Extension of Stipulation Dates. Without further order of the Court, the parties to the Stipulation may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

16. Modification of the Stipulation. Without further approval from the Court, the parties to the Stipulation are hereby authorized to agree to and adopt such amendments, modifications, and expansions of the Stipulation and/or any of the exhibits attached thereto to effectuate the Settlement that are not materially inconsistent with this Order.

17. Retention of Jurisdiction. Without affecting the finality of this Order in any way, this Court reserves jurisdiction over all matters relating to the administration and consummation of the Settlement, including, without limitation, the resolution of any disputes that may arise with the effectuation of any of the provisions of the Stipulation, the entry of such further orders as may be necessary or

appropriate in administering and implementing the terms, conditions, and provisions of the Settlement and this Order, and other matters related or ancillary to the foregoing.

18. Interpretation of Headings. The headings herein are used for the purpose of convenience only and are not meant to have legal effect.



---

Vice Chancellor Glasscock