



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE KENSINGTON-QUANTUMSCAPE  
DE-SPAC LITIGATION

C.A. No. 2022-0721-JTL

**STIPULATION AND AGREEMENT OF  
COMPROMISE, SETTLEMENT, AND RELEASE**

This Stipulation and Agreement of Compromise, Settlement, and Release (with the Exhibits hereto, the “Stipulation” and the settlement contemplated herein, the “Settlement”) in the above-captioned action (the “Action”), filed in the Delaware Court of Chancery (the “Court”), is made and entered into as of April 2, 2025, by and between: (i) plaintiff Sheadrick Richards (“Plaintiff”), individually and on behalf of the Class; (ii) defendants Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, and Donald Runkle (the “Individual Defendants”) and Kensington Capital Partners, LLC (together with the Individual Defendants, the “Defendants”); and (iii) QuantumScape Corporation (“QuantumScape”) (together with Plaintiff and Defendants, the “Parties,” and each a “Party”), by and through their respective undersigned counsel, to fully, finally, and forever compromise, resolve, discharge, and settle the Released Plaintiff’s Claims and the Released Defendants’ Claims and result in the complete dismissal of the

Action with prejudice, subject to Court approval pursuant to Court of Chancery Rule 23.<sup>1</sup>

WHEREAS:

A. On April 17, 2020, Kensington Capital Acquisition Corp. (“Kensington”) was incorporated in Delaware as a blank check company for the purpose of effecting a merger, capital stock exchange, asset acquisition, share purchase, reorganization, or similar business combination.

B. On June 30, 2020, Kensington consummated its initial public offering (“IPO”) of 23,000,000 units (each a “Public Unit”) at a price of \$10.00 per unit. Each Public Unit consisted of one share of Class A common stock (each a “Public Share”) and one-half of one warrant. Kensington public stockholders would be provided with the opportunity to redeem all or a portion of their Public Shares in connection with an initial business combination. Following the IPO, Kensington deposited a total of \$230 million in a trust account maintained for the benefit of its public stockholders (the “Trust”).

C. On September 2, 2020, Kensington and QuantumScape (“Legacy QuantumScape”) entered into a Business Combination Agreement dated as of

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<sup>1</sup> Capitalized terms have the meanings set forth in the “Definitions” section below or as otherwise defined in this Stipulation.

September 2, 2020 (the “Merger Agreement”), pursuant to which Legacy QuantumScape would merge with Kensington (the “Merger”).

D. From September 21, 2020 through November 11, 2020, Kensington filed with the SEC a Form S-4 registration statement (together with amendments and supplements thereto, the “Proxy Statement”) soliciting approval of the proposed Merger from Kensington stockholders at a special meeting of stockholders (the “Special Meeting”) set for November 25, 2020. The Proxy Statement provided Kensington stockholders with information about the Merger and informed them that they had until November 23, 2020 to demand that their Public Shares be redeemed in exchange for a pro rata share of the aggregate amount on deposit in the Trust.

E. Kensington stockholders exercised their right to redeem 15,255 Public Shares.

F. On November 25, 2020, Kensington stockholders voted to approve the Merger at the Special Meeting and the Merger closed the same day. Upon closing, Kensington changed its name to and began operating as QuantumScape.

G. On October 22, 2021, Plaintiff served a demand on QuantumScape to inspect certain of its books and records pursuant to Section 220 of the Delaware General Corporation Law Code (the “220 Demand”).

H. On May 5, 2022, Plaintiff filed a complaint in the Delaware Court of Chancery seeking to compel QuantumScape to produce certain of its books and records (the “Section 220 Action”).

I. On June 27, 2022, Plaintiff dismissed the Section 220 Action following QuantumScape’s production of book and records. In total, QuantumScape produced 44 documents totaling 1,284 pages in response to the 220 Demand.

J. On August 16, 2022, Plaintiff commenced the Action by filing a verified stockholder derivative complaint (the “Complaint”) on behalf of QuantumScape against Dipender Saluja, Jurgen Leohold, J.B. Straubel, Brad Buss, John Doerr, and Vinod Khosla (collectively, the “Legacy QuantumScape Directors”), the Individual Defendants, and Kensington Capital Sponsor LLC.

K. On September 14, 2022, Plaintiff voluntarily dismissed all claims against Kensington Capital Sponsor LLC, without prejudice.

L. On November 8, 2022, the Individual Defendants and the Legacy QuantumScape Directors moved to dismiss the Complaint.

M. On March 3, 2023, Plaintiff filed the verified amended stockholder class action complaint on behalf of himself and all other similarly situated former Kensington stockholders, against Defendants and the Legacy QuantumScape Directors, asserting claims for breach of fiduciary duty and aiding and abetting breaches of fiduciary duty arising out of Defendants’ and the Legacy QuantumScape

Directors' alleged actions that allegedly impaired Kensington stockholders' ability to exercise their redemption rights on a fully informed basis (the "Amended Complaint").

N. On May 8, 2023, Defendants and the Legacy QuantumScape Directors moved to dismiss the Amended Complaint (the "Motions to Dismiss").

O. On February 21, 2024, the Court denied in part and granted in part the Motions to Dismiss, upholding Plaintiff's claims against Defendants while dismissing Plaintiff's claims against the Legacy QuantumScape Directors.

P. On April 5, 2024, Defendants filed an Answer to the Amended Complaint.

Q. On May 28, 2024, the Parties participated in a full day mediation before former United States District Judge Faith Hochberg. The mediation ended unsuccessfully.

R. From May 2024 through September 2024, the Parties engaged in document and other written discovery: (i) Plaintiff propounded requests for the production of documents and interrogatories to the Defendants and served subpoenas *duces tecum* and *ad testificandum* on five third parties; (ii) Defendants served responses and objections to Plaintiff's requests for production of documents and interrogatories; (iii) Defendants produced 519 documents in response to Plaintiff's document requests; (iv) Defendants propounded requests for the production of

documents and interrogatories to Plaintiff; (v) Plaintiff served responses and objections to Defendants' requests for production; and (vi) Plaintiff produced nine documents in response to Defendants' document requests.

S. On September 19, 2024, the Parties participated in a full day mediation before Michelle Yoshida of Phillips ADR Enterprises. No agreement was reached at the mediation, but the Parties agreed to continue discussions.

T. On October 3, 2024, following a mediator's recommendation, the Parties agreed to settle the Action for \$8.75 million in cash, subject to Court approval, the definitive terms of which are reflected in this Stipulation.

U. This Stipulation (together with the Exhibits hereto) reflects the final and binding agreement among the Parties.

V. This Stipulation is intended to fully, finally, and forever release, resolve, remise, compromise, settle, and discharge the Released Plaintiff's Claims and the Released Defendants' Claims with prejudice.

W. The entry by the Parties into this Stipulation is not, and shall not be construed as or deemed to be evidence of, an admission as to the merit or lack of merit of any claims or defenses that were asserted or could have been asserted in the Action.

X. Plaintiff continues to believe that the claims asserted in the Action have merit, but also believes that the Settlement set forth herein provides substantial and

immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff's Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth herein.

Y. Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believe that the Settlement set forth in this Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation, as well as their own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class, and has agreed to the terms and conditions set forth in this Stipulation.

Z. Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to the Released Plaintiff's Claims, including, but not limited

to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Kensington stockholders, that the Merger was not entirely fair to, or in the best interests of, Kensington stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Kensington and its stockholders, and in compliance with applicable law. Defendants also deny that Kensington's stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in compliance with their fiduciary duties.

AA. Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in this Stipulation solely to put the Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages. For the avoidance of doubt, nothing in this Stipulation or the Settlement shall be construed as an admission by Defendants of any wrongdoing, fault, liability, or damages whatsoever.

BB. Plaintiff, for himself and on behalf of the Class, and Defendants agree that the Settlement is intended to and will resolve the Released Plaintiff's Claims against the Released Defendant Parties.



NOW, THEREFORE, IT IS HEREBY STIPULATED, CONSENTED TO, AND AGREED, subject to the approval of the Court pursuant to Court of Chancery Rule 23, that the Action shall be fully and finally compromised, settled, and dismissed with prejudice, and that for the good and valuable consideration set forth herein, (i) all Released Plaintiff's Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Defendant Parties, and (ii) all Released Defendants' Claims shall be completely, fully, finally, and forever compromised, settled, released, discharged, extinguished, and dismissed with prejudice and without costs (except as provided herein) as against all Released Plaintiff Parties, in the manner and upon the terms and conditions set forth herein.

## **I. Definitions**

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, used in this Stipulation and its Exhibits, shall have the meanings specified below:

(a) "Authorized Claimant" means any Class Member whose claim for recovery has been allowed pursuant to the terms of this Stipulation.

(b) "Class" means a non-opt-out class for settlement purposes only and pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) consisting of

all Persons who held shares of Kensington Class A common stock as of the Redemption Deadline, either of record or beneficially, and who were entitled to, but did not, redeem their shares, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding the Excluded Persons.

(c) “Class Member” means a Person who is a member of the Class.

(d) “Court” means the Court of Chancery of the State of Delaware.

(e) “Defendants’ Counsel” means Wilson Sonsini Goodrich & Rosati, P.C., Hughes Hubbard & Reed LLP, and Morris, Nichols, Arsht & Tunnell LLP.

(f) “Effective Date” means the first business day following the date the Judgment becomes Final.

(g) “Escrow Account” means the account that is maintained by the Escrow Agent and into which the Settlement Amount shall be deposited. The funds deposited into the Escrow Account shall be invested in instruments backed by the full faith and credit of the United States Government or an agency thereof or in money funds holding only instruments backed by the full faith and credit of the United States Government and the proceeds of these instruments shall be reinvested at their then-current market rates.

(h) “Escrow Agent” means Robbins Geller Rudman & Dowd LLP.

(i) “Excluded Persons” means Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, Donald Runkle, Kensington Capital Partners, LLC, Dipender Saluja, Jurgen Leohold, J.B. Straubel, Brad Buss, John Doerr, Vinod Khosla, and their legal representatives, heirs, successors, or assignees, as well as any Person, firm, trust, corporation or other entity related to or affiliated with any such excluded party.

(j) “Fee and Expense Award” means an award to Plaintiff’s Counsel of attorneys’ fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and any other expenses or charges that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel, or any Class Member in connection with the Released Plaintiff’s Claims and the Settlement.

(k) “Final,” when referring to the Judgment, means the later of: (i) entry of the Judgment and the expiration of any time for appeal, reconsideration, reargument, rehearing, or other review of the Judgment; or (ii) if any appeal or application for reconsideration, reargument, rehearing, or other review is filed and not dismissed or withdrawn, issuance of a decision upholding the Judgment in all material respects, which is no longer subject to appeal, reconsideration, reargument, rehearing, or other review, by *certiorari* or otherwise, and the expiration of all times for the filing of any petition for reconsideration, reargument, rehearing, appeal, or

review of the Judgment or any order affirming the Judgment; provided, however, that any disputes or appeals relating solely to the amount, payment, or allocation of the Fee and Expense Award, or to the allocation or distribution of the Net Settlement Fund, including the Plan of Allocation, shall have no effect on finality for purposes of determining the date on which the Judgment becomes Final and shall not otherwise prevent, limit, or otherwise affect the Judgment, or prevent, limit, delay, or hinder entry of Judgment.

(l) “Judgment” means the Order and Final Judgment to be entered in the Action, in all material respects in the form attached as Exhibit C hereto.

(m) “Net Settlement Fund” means the Settlement Fund less: (i) any Fee and Expense Award, and interest earned thereon; (ii) Notice and Administration Costs; (iii) Taxes and Tax Expenses; and (iv) other Court-approved deductions.

(n) “Notice” means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit B.

(o) “Notice and Administration Costs” means all costs, fees, and expenses associated with the administration or disbursement of the Settlement Fund, including, without limitation, calculating payments to eligible Class Members or resolving any dispute relating thereto, or any other cost, fee, or expense otherwise incurred in providing notice of the Settlement to the Class, locating Class Members,

distributing the Net Settlement Fund, paying escrow taxes, fees and costs, if any, and otherwise administering or carrying out the terms of the Settlement. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice Package, reimbursements to brokers and nominees for forwarding the Notice to their eligible beneficial owners, the administrative expenses incurred and fees charged by the Settlement Administrator in connection with providing notice and administering the Settlement, and the fees, if any, of the Escrow Agent.

(p) “Notice Package” means the Notice, including the Plan of Allocation, and the Proof of Claim and Release.

(q) “Party” means any one of, and “Parties” means, collectively, Defendants and Plaintiff, on behalf of themselves and the Class.

(r) “Person” means any natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, affiliate, joint stock company, investment fund, estate, legal representative, trust, unincorporated association, entity, government and any political subdivision thereof, or any other type of business or legal entity.

(s) “Plaintiff’s Counsel” means the law firms of Robbins Geller Rudman & Dowd LLP, Robbins LLP, Herman Jones LLP, and Andrews & Springer LLC.

(t) “Plan of Allocation” means the manner in which the Net Settlement Fund will be distributed, substantially in the form set forth in the Notice or as otherwise modified by order of the Court.

(u) “Proof of Claim and Release” means the form that is to be sent to Class Members with the Notice Package, substantially in the form of Exhibit B-1 attached hereto or as modified pursuant to agreement of the Parties or order of the Court.

(v) “Redemption Deadline” means November 23, 2020.

(w) “Released Defendant Parties” means: (i) QuantumScape; (ii) each Defendant; (iii) each of their respective immediate family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related entities, and affiliates, any trust of which any Individual Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his family; and (iv) for any of the entities listed in parts (i), (ii), or (iii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors,

administrators, and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.

(x) “Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims and causes of action of every nature and description, whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in nature that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce this Stipulation; or (ii) any claims to enforce a final order and judgment entered by the Court.

(y) “Released Plaintiff Parties” means: (i) Plaintiff and all members of the Class; and (ii) each of their respective family members, and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents,

attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

(z) “Released Plaintiff’s Claims” means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all claims and causes of action of every nature and description whatsoever, whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in nature that: (a) Plaintiff or any other member of the Class: (i) asserted or could have asserted in the Action, or (ii) could have asserted in any court or forum that arise out of, are based upon, or relate to any of the allegations, transactions, facts, matters or occurrences, representations, or omissions alleged or asserted in the Action; and (b) (i) are based upon, arise out of, or relate in full or in part to any of the claims, allegations, or operative facts set forth in the Complaint or Amended Complaint filed in the Action, or (ii) relate to the ownership of Kensington Class A common stock as of the Redemption Deadline through the close of the Merger, the SEC filings and any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant Parties with respect to any of the



foregoing. Released Plaintiff's Claims shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims to enforce a final order and judgment entered by the Court; (iii) any claims brought in the securities class action captioned *In re QuantumScape Securities Class Action Litigation*, Case No. 3:21-cv-00058-WHO (N.D. Cal.) (the "QuantumScape SCA")<sup>2</sup>; or (iv) any claims brought in the stockholder derivative actions captioned: *In re QuantumScape Corporation Derivative Litigation*, Case No. 3:21-cv-00989 (N.D. Cal); *Jones v. Singh et al.*, Case No. 1:24-cv-00237 (D. Del.); *In re QuantumScape Corp. Stockholder Derivative Litigation*, 2022-0490 (Del. Ch.); *Lemon, et al. v. Jagdeep Singh, et al.*, 2024-0581 (Del. Ch); *LR Trust v. Singh et al.*, C.A. No. 2024-1052-JTL (Del. Ch.); and *Gonzalez v. Singh et al.*, Case No. 3-24-cv-07422 (N.D. Cal.).

(aa) "Scheduling Order" means the scheduling order to be entered by the Court pursuant to Court of Chancery Rule 23, substantially in the form attached hereto as Exhibit A.

(bb) "Settlement" means the settlement contemplated by this Stipulation.

(cc) "Settlement Administrator" means the firm of Verita Global.

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<sup>2</sup> On January 22, 2025, the United States District Court for the Northern District of California granted final approval of the settlement of the QuantumScape SCA and entered judgment dismissing the action.

(dd) “Settlement Amount” means a total of \$8.75 million (\$8,750,000.00) in cash.

(ee) “Settlement Fund” means the Settlement Amount plus any interest that may accrue on that sum after it is deposited in the Escrow Account.

(ff) “Settlement Hearing” means the hearing to be held by the Court to determine whether the proposed Settlement should be approved as fair, reasonable, and adequate, whether a Judgment approving the Settlement should be entered in accordance with the terms of this Stipulation, and whether and in what amount any award of attorneys’ fees and expenses should be paid to Plaintiff’s Counsel.

(gg) “Taxes” means all federal, state, and/or local taxes of any kind (including any interest or penalties thereon) on any income earned in the Settlement Fund.

(hh) “Tax Expenses” means the expenses and costs incurred in connection with the calculation and payment of Taxes or the preparation of tax returns and related documents, including expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in Section XI.

(ii) “Unknown Claims” means any Released Plaintiff’s Claims and Released Defendants’ Claims that a releasing Person does not know or suspect to

exist in his, her, their, or its favor at the time of the release, which if known by him, her, them, or it, might have affected his, her, their, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, 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.

Plaintiff and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties,

to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' 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. Plaintiff and Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

## **II. Settlement Fund**

2. In consideration for the full and final release, settlement, and discharge of the Released Plaintiff's Claims and Released Defendants' Claims, the Parties have agreed as follows:

(a) QuantumScape shall pay or cause to be paid the Settlement Amount to be deposited into the Escrow Account specified by Plaintiff's Counsel within thirty (30) days after the later of: (i) approval and entry of the Scheduling Order by the Court; or (ii) Plaintiff's Counsel's delivery to Defendants' Counsel of all necessary wiring/payment information, a signed IRS Form W-9 reflecting a valid taxpayer identification number for the Escrow Account, and any other information reasonably requested to effectuate payment into the Escrow Account, including, but

not limited to, contact information for an authorized representative of the Escrow Account who can verbally verify payment instructions.

(b) All funds held in the Escrow Account shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to this Stipulation and/or further order(s) of the Court.

(c) The Settlement Fund shall be administered by the Settlement Administrator and the Escrow Agent and shall be used: (i) to pay all Notice and Administration Costs; (ii) to pay any Fee and Expense Award; (iii) to pay any Taxes and Tax Expenses; and (iv) following the payment of (i), (ii), and (iii) herein, for subsequent disbursement of the Net Settlement Fund to the Authorized Claimants as provided in Section IV herein and the Plan of Allocation as approved by the Court.

(d) Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Settlement Fund, without further approval from Defendants and/or order of the Court, all reasonable costs and expenses actually incurred in connection with Notice and Administration Costs up to the sum of \$500,000, which shall include the costs of disseminating the Notice Package. Before the Effective Date, all such Notice and Administration Costs in excess of \$500,000 may be paid from the Settlement Fund only with prior

approval of the Court. In the event that the Settlement does not become Final, Notice and Administration Costs paid out of the Settlement Fund or incurred shall not be returned or repaid to any person or entity who or which funded the Settlement Fund. After the Effective Date, Notice and Administration Costs may be paid as incurred, without approval of Defendants or further order of the Court.

(e) For the avoidance of doubt: (i) neither Plaintiff, the Class Members, nor Plaintiff's Counsel shall seek any monetary relief as a condition of the Settlement other than payment of the Settlement Amount in accordance with ¶¶ 2(a) and (b); and (ii) the Released Defendant Parties shall have no liability or responsibility whatsoever in connection with the Settlement, the Settlement Fund, the investment or distribution of the Settlement Fund, the Net Settlement Fund, the administration or calculation of any payment from the Net Settlement Fund, the Plan of Allocation, Notice and Administration Costs, Taxes, Tax Expenses, acts or omissions of the Settlement Administrator or the Escrow Agent, or the Action, except as specifically set forth herein.

### **III. Notice to Class Members**

3. The Parties have negotiated the form of the notices to be disseminated to all Persons who fall within the Class definition and whose names and addresses can be identified with reasonable effort. The proposed Notice Package, consisting

of the Notice (including the Plan of Allocation) and the Proof of Claim and Release, is attached hereto as Exhibits B and B-1.

4. The proposed Notice Package to be mailed to eligible Class Members in accordance with the Scheduling Order apprises eligible Class Members of (among other disclosures) the nature of the Action, the definition of the Class, the claims and issues in the Action, the claims that will be released in the Settlement, Class Members' right to object to the Settlement and the process for lodging an objection, the process for submitting a claim, and the plan and process for allocating and distributing the Net Settlement Fund.

5. To identify eligible Class Members to whom the Notice Package shall be provided, no later than ten (10) business days after execution of this Stipulation, Defendants shall use commercially reasonable efforts to provide to the Settlement Administrator a copy of Kensington's list of stockholders of record as of the Redemption Deadline or used by Kensington to distribute stock in the Merger and any additional available information necessary to identify all record holders of Kensington Class A common stock on or around the Redemption Deadline, the number of shares held by each record holder, and the correct address or other contact information used to communicate with the appropriate representatives of each record holder.

6. In accordance with the Scheduling Order, the Settlement Administrator shall also contact entities which commonly hold securities in “street name” as nominees for the benefit of their customers who are beneficial purchasers of securities to identify beneficial holders of Kensington Class A common stock on or around the Redemption Deadline.

7. The Parties further agree that the Notice Package, as approved by the Court, and other relevant documents will be posted on the Settlement website in accordance with the Scheduling Order.

8. Subject to the approval of the Court, Plaintiff shall retain the Settlement Administrator to provide all notices approved by the Court to eligible Class Members, to process the Proofs of Claim and Release, to oversee the administration of the Settlement, and to distribute the Net Settlement Fund.

9. In accordance with the Scheduling Order, the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, the Notice Package to each identified Class Member at their last known address. All record holders of stock who held such stock on behalf of beneficial owners and who receive the Notice Package shall be requested to forward the Notice Package promptly to such beneficial owners. Plaintiff’s Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice



Package available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

10. Any and all Notice and Administration Costs shall be paid from the Settlement Fund, regardless of the form or manner of notice approved or directed by the Court and regardless of whether the Court declines to approve the Settlement or the Effective Date otherwise fails to occur. In no event shall Plaintiff, the Released Defendant Parties, or any of their attorneys have any liability or responsibility for the Notice and Administration Costs. In the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs actually paid or incurred shall not be returned or repaid to the Defendants.

#### **IV. Distribution of the Settlement Fund**

11. As soon as practicable after the Effective Date, the Settlement Administrator shall distribute the Net Settlement Fund to Authorized Claimants as set forth in this Section IV and in accordance with the Plan of Allocation substantially in the form set forth in the Notice or as otherwise approved by the Court.

12. The Net Settlement Fund will be allocated and distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their “Recognized Claims.” Specifically, a “Distribution Amount” will be calculated for each Authorized Claimant, which will be the Authorized Claimant’s Recognized

Claim divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund (the “Initial Distribution”). If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

13. Plaintiff and Defendants shall work together in good faith to identify information necessary for distribution of the Net Settlement Fund, including:

(a) Defendants’ Counsel has instructed Defendants that Defendants, the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such Excluded Persons, as well as any trusts, estates, entities, or accounts that held Kensington Class A shares of common stock for the benefit of any of the foregoing, are not entitled to submit a claim to receive payment out of the Net Settlement Fund;

(b) No later than ten (10) business days after execution of this Stipulation, Defendants shall provide to the Settlement Administrator, in electronically searchable form, such as Excel, a list containing the current full names of Defendants and their immediate family members and if applicable, the name of the financial institution(s) where their Kensington shares were held.

(c) At the request of Plaintiff's Counsel, Defendants will use additional reasonable efforts to work with Plaintiff's Counsel and the Settlement Administrator to obtain such additional information as may be required to distribute the Net Settlement Fund to eligible Class Members and not to Excluded Persons.

(d) The Settlement Administrator and, to the extent they obtain access to the stockholder or Excluded Persons information obtained through ¶¶ 5 and 13(b) of this Stipulation, Plaintiff's Counsel, shall use the stockholder or Excluded Persons information solely for the purpose of administering the Settlement as set forth in this Stipulation, and not for any other purpose, and shall not disclose the stockholder or Excluded Persons information to any other party except as necessary to administer the Settlement or as required by law.

14. If there is any balance remaining in the Net Settlement Fund within a reasonable amount of time after distribution of the Net Settlement Fund (whether by reason of tax refunds, uncashed checks, amounts returned by Excluded Persons who

erroneously receive settlement payments, or otherwise), the Settlement Administrator shall, if economically feasible, distribute such balance among the Authorized Claimants who received and deposited the Initial Distribution, in the same manner as the Initial Distribution. If the cost of making such a further distribution or distributions is unreasonably high relative to the amount remaining in the Net Settlement Fund, Plaintiff's Counsel may instruct the Settlement Administrator to distribute any balance which still remains in the Net Settlement Fund, after provision for all anticipated taxes and other expenses, to the Delaware Combined Campaign for Justice. Neither the Released Defendant Parties nor their indemnitors or insurers shall have any reversionary interest in the Net Settlement Fund.

15. The Net Settlement Fund shall be distributed to eligible Class Members only after the Effective Date of the Settlement and after all Notice and Administration Costs, all Taxes and Tax Expenses, and any Fee and Expense Award have been paid from the Settlement Fund or reserved.

16. Payment pursuant to the Plan of Allocation or other such plan of allocation as may be approved by the Court shall be final and conclusive against all Class Members. Plaintiff, the Released Defendant Parties, and their respective counsel shall have no liability whatsoever for: (i) the determination, administration, or investment of the Settlement Fund or the Net Settlement Fund; (ii) the calculation

or distribution of any payment from the Net Settlement Fund; (iii) the performance or nonperformance of the Settlement Administrator, Escrow Agent, or any nominee holding shares on behalf of a Class Member; and (iv) the determination, administration, payment, or withholding of Taxes (including interest and penalties) owed by the Settlement Fund; or any losses incurred in connection with any of the foregoing.

17. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, Defendants, the Released Defendant Parties, and any other person or entity who or which paid any portion of the Settlement Amount shall have no right to the return of the Settlement Amount or any portion thereof for any reason whatsoever, including the inability to locate Class Members or the failure of Authorized Claimants to deposit settlement funds distributed by the Settlement Administrator.

18. The Plan of Allocation proposed in the Notice is not a necessary term of the Settlement or of this Stipulation and it is not a condition of the Settlement or of this Stipulation that any particular plan of allocation be approved by the Court. No party may cancel or terminate the Settlement (or this Stipulation) based on this Court's or any appellate court's ruling with respect to the Plan of Allocation or any other plan of allocation in this Action. Defendants shall not object in any way to the Plan of Allocation or any other plan of allocation in this Action and shall not have

any involvement with the application of the Court-approved plan of allocation except as explicitly provided herein.

19. All proceedings with respect to the administration of the Settlement and distribution pursuant to the proposed Plan of Allocation or other such plan of allocation as may be approved by the Court shall be subject to the exclusive jurisdiction of the Court.

20. Defendants shall have no input, responsibility, or liability for any claims, payments, or determinations by the Settlement Administrator concerning the distribution of the Settlement Fund, except to provide information as required in ¶¶ 5 and 13(b).

## **V. The Escrow Agent**

21. The Escrow Agent shall invest the Settlement Fund, deposited pursuant to ¶ 2 above, in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or in money funds holding only instruments backed by the full faith and credit of the United States Government, and shall reinvest the proceeds of these instruments at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Amount.

22. The Escrow Agent shall not disburse the Settlement Fund except as provided in this Stipulation, by an order of the Court, or with the written agreement of Plaintiff's Counsel and Defendants' Counsel.

23. Subject to further order and/or direction as may be made by the Court, the Escrow Agent is authorized to execute such transactions on behalf of the Class as are consistent with the terms of this Stipulation.

## **VI. Scope of the Settlement and Releases**

24. Upon entry of the Judgment approving the Settlement as between all Parties, the Action shall be dismissed with prejudice, on the merits, and without costs. Nothing in this Stipulation, the Judgment, or the Settlement shall affect Defendants' entitlement to advancement or indemnification incurred in connection with the Action, the Settlement, and/or any claim that any Defendant may have against any of his, her, their, or its insurers.

25. Upon the Effective Date, Plaintiff and each and every Class Member, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth herein, and shall thereupon be forever

barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against any of Released Defendant Parties.

26. Upon the Effective Date, Defendants, on behalf of themselves and any other person or entity who could assert any of Released Defendants' Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in ¶ 25, the other Released Defendant Parties, shall or shall 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 Defendants' Claims on the terms and conditions set forth herein, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of Released Defendants' Claims against any of the Released Plaintiff Parties.

## **VII. Class Certification**

27. The Parties agree that certification of the Class, for settlement purposes only, is appropriate in the Action. For purposes of this Settlement only, the Class comprises all Class Members, as defined in ¶1(c) above. The Parties therefore stipulate to: (a) certification of the Action as a non-opt-out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2) on behalf of the Class; (b)



appointment of Plaintiff as Class representatives for the Class; and (c) appointment of Plaintiff's Counsel as class counsel.

28. The certification of the Class shall be binding only with respect to the Settlement and this Stipulation. In the event that the Settlement or this Stipulation is terminated pursuant to its terms or the Effective Date fails to occur, the certification of the Class shall be deemed vacated and the Action shall proceed as though the Class had never been certified.

#### **VIII. Submission of the Settlement to the Court for Approval**

29. As soon as practicable after this Stipulation has been executed, the Parties shall jointly apply to the Court for entry of the Scheduling Order, substantially in the form attached hereto as Exhibit A, providing for, among other things: (i) the dissemination of the Notice Package, which includes the Notice, including the Plan of Allocation, and the Proof of Claim and Release, substantially in the forms attached hereto as Exhibits B and B-1; and (ii) the scheduling of the Settlement Hearing to consider: (a) the proposed Settlement; (b) the joint request of the Parties that the Judgment be entered in all material respects in the form attached hereto as Exhibit C; (c) Plaintiff's Counsel's Fee Application (defined below); and (d) any objections to any of the foregoing. The Parties agree to take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

30. If the Settlement Administrator does not receive the Kensington stockholder and Excluded Persons information responsive to ¶¶ 5 and 13(b) at least ten (10) business days after execution of this Stipulation, then Plaintiff's Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Settlement Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed or adjourned and the Settlement Administrator does not receive all of Kensington stockholder and Excluded Persons information responsive to ¶¶ 5 and 13(b) within six months of the date of this Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

31. The Parties and their attorneys agree to use their individual and collective best efforts to obtain Court approval of the Stipulation. The Parties and their attorneys further agree to use their individual and collective best efforts to effect, take, or cause to be taken all actions, and to do, or cause to be done, all things reasonably necessary, proper, or advisable under applicable laws, regulations, and agreements to consummate and make effective, as promptly as practicable, the Stipulation provided for hereunder and the entry of the Judgment. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's

approval of this Stipulation, to jointly request at the Settlement Hearing that the Judgment be entered, and to take all reasonable and appropriate steps to obtain a Final Judgment in all material respects in the form attached hereto as Exhibit C.

32. All proceedings in the Action shall be stayed except as provided in this Stipulation. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiff and all other Class Members, and anyone acting or purporting to act on behalf of, in the stead of, or derivatively for, any Class Member, from commencing, pursuing, prosecuting, instigating, maintaining, or in any way participating in the commencement, pursuit, continuation, or prosecution of any action asserting any of the Released Plaintiff's Claims against any of Released Defendant Parties.

33. If, before the Settlement becomes Final, any action is filed in any court, arbitration tribunal, or administrative forum, or other forum of any kind, asserting a Released Plaintiff's Claim, Plaintiff agrees to cooperate in good faith with any and all reasonable actions by Defendants and/or QuantumScape seeking a stay or dismissal of such action or proceeding and preventing and opposing entry of any interim or final relief in favor of the Plaintiff in any such action or proceeding.

## **IX. Conditions of Settlement**

34. The Settlement shall be subject to the following conditions, which the Parties shall use their best efforts to effectuate:

(a) the entry of the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

(b) the entry of the Judgment in all material respects in the form attached hereto as Exhibit C, including Releases substantially in the form set out herein, and dismissal of the Action with prejudice as to the Defendants without the award of any damages, costs, or fees and expenses, except as provided for in this Stipulation;

(c) the certification of the Class as a non-opt-out class;

(d) the deposit of the Settlement Amount in the Escrow Account in accordance with ¶ 2; and

(e) the occurrence of the Effective Date.

#### **X. Attorneys' Fees and Expenses**

35. Plaintiff's Counsel will apply for a Fee and Expense Award to include an award of attorneys' fees in an amount not to exceed 20% of the Settlement Amount inclusive of expenses incurred in connection with the Action (the "Fee Application"), which application will be wholly inclusive of any request for attorneys' fees and expenses on behalf of any Class Member or his, her, their, or its counsel in connection with the Settlement.

36. Any award of attorneys' fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund.

37. Plaintiff's Counsel may apply to the Court for a service award to Plaintiff not to exceed \$5,000 in the aggregate, payable out of any Fee and Expense Award. Plaintiff's Counsel warrant that no portion of any Fee and Expense Award shall be paid to Plaintiff or any Class Member, except as approved by the Court.

38. The Fee and Expense Award shall be payable to Plaintiff's Counsel from the Settlement Fund immediately upon entry of an order by the Court granting the Fee and Expense Award. In the event that: (i) the Effective Date does not occur; (ii) this Stipulation is disapproved, canceled, or terminated pursuant to its terms; (iii) the Settlement otherwise does not become Final for any reason; or (iv) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified, as a result of any further proceedings, including any successful collateral attack, then Plaintiff's Counsel shall, within ten (10) business days after Plaintiff's Counsel receive notice of any such failure of the Effective Date to occur, termination of this Stipulation, failure of the Settlement to become Final, or disapproval, reduction, reversal, or other modification of the Fee and Expense Award, return to the Escrow Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the

Fee and Expense Award, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise. For the avoidance of doubt, no Court order or reversal on appeal of any order concerning the Plan of Allocation or the Fee and Expense Award shall operate to terminate or cancel this Stipulation and/or the Settlement, or constitute grounds for termination or cancellation of this Stipulation and/or the Settlement.

39. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted or that any Fee and Expense Award be made. The Fee Application may be considered separately from the proposed Stipulation.

40. Released Defendant Parties shall have no input into, or responsibility or liability for, the allocation of any award of attorneys' fees and expenses in connection with the Action or the Settlement.

## **XI. The Escrow Account and Taxes**

41. The Parties agree as follows:

(a) The Parties and the Escrow Agent agree to treat the Settlement Fund as being at all times a "qualified settlement fund" within the meaning of Treas. Reg. § 1.468B-1, and the regulations promulgated thereunder. The Parties and the Escrow Agent further agree that the Settlement Fund shall be established pursuant to the Court's subject matter jurisdiction within the meaning of Treas. Reg. §

1.468B-1(c)(1). In addition, the Escrow Agent shall timely make such elections as necessary or advisable to carry out the provisions of this ¶ 41, including the “relation-back election” (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Escrow Agent to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

(b) For the purpose of § 1.468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the “administrator” (as defined in Treas. Reg. § 1.468B-2(k)(3)) shall be the Escrow Agent. The Escrow Agent shall timely and properly file all informational and other federal, state, or local tax returns necessary or advisable with respect to the earnings on the Settlement Fund (including the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the elections described in ¶ 41(a) hereof) shall be consistent with this ¶ 41 and in all events shall reflect that all Taxes (including any estimated Taxes, interest, or penalties) on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided in ¶ 41(c) hereof.

(c) Taxes and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Settlement Fund and shall be timely paid by the

Escrow Agent out of the Settlement Fund without prior order from the Court, and the Escrow Agent shall be authorized (notwithstanding anything herein to the contrary) to withhold from distribution to Authorized Claimants any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(l)(2)). Released Defendant Parties and their counsel shall have no responsibility or liability for any Taxes, Tax Expenses, administration of Taxes and Tax Expenses, or any acts or omissions of the Escrow Agent (or its agents). The Parties hereto agree to cooperate with the Escrow Agent, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this ¶ 41.

## **XII. Termination of Settlement; Effect of Termination**

42. Plaintiff and Defendants (as a Defendant group that unanimously agrees amongst themselves) shall each have the right to terminate the Settlement and this Stipulation by providing written notice of their election to do so to all other Parties within fourteen (14) calendar days of: (i) the Court's declining to enter the Scheduling Order in any material respect; (ii) the Court's declining to enter the Judgment approving the Settlement, in any material respect; (iii) modification or reversal of the Judgment approving the Settlement, in any material respect on or following reargument, reconsideration, rehearing, appellate review, remand,



collateral attack, or other proceedings; or (iv) failure to satisfy any of the other conditions of Section IX.

43. A modification, disapproval, or reversal on appeal of the Fee and Expense Award or the Plan of Allocation shall not be deemed a material modification of the Judgment or this Stipulation, shall not operate to terminate or cancel this Stipulation and/or the Settlement, and shall not constitute grounds for termination or cancellation of this Stipulation and/or the Settlement. If the Effective Date does not occur, this Stipulation is disapproved, canceled, or terminated pursuant to its terms, or the Settlement otherwise does not become Final for any reason, then: (i) the Settlement and this Stipulation (other than this Section, ¶ 38, and Section XIV) shall be canceled and terminated; (ii) any judgment entered in the Action and any related orders entered by the Court shall in all events be treated as vacated, *nunc pro tunc*; (iii) the Releases provided under the Settlement shall be null and void; (iv) the fact of, and negotiations and other discussions leading to, the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in the Action shall revert to their status before the Settlement; (vi) the Parties shall proceed in all respects as if the Settlement and this Stipulation (other than this Paragraph) had not been entered into by the Parties; and (vii) the Settlement Amount (including any accrued interest thereon in the Escrow Account), less any Notice and Administration Costs and Taxes and Tax Expenses actually

incurred and paid or payable, and including any Fee and Expense Award or portion thereof required to be returned to the Escrow Account by Plaintiff's Counsel pursuant to ¶ 38 above, shall be refunded by the Escrow Agent, within thirty (30) calendar days after such cancellation or termination, directly to the Parties or any insurance carrier who made payments pursuant to ¶ 2(a) in amounts set forth by Defendants' Counsel to the Escrow Agent.

44. Each Defendant warrants and represents as to himself, herself, or itself only, that he, she, or it is not "insolvent" within the meaning of 11 U.S.C. § 101(32) as of the time this Stipulation and as of the time the payments of the Settlement Amount are to be transferred or made as reflected in the Stipulation. In the event of a final order of a court of competent jurisdiction, not subject to any further proceedings, determining the transfer of the Settlement Fund, or any portion thereof, by or on behalf of any Defendant to be a preference, voidable transfer, fraudulent transfer or similar transaction under Title 11 of the United States Code (Bankruptcy) or applicable state law and any portion thereof is required to be refunded and such amount is not promptly deposited in the Settlement Fund by or on behalf of any other Defendant, then, at the election of Plaintiff's Counsel, as to the Defendant as to whom such order applies, the Settlement may be terminated and the releases given and the judgment(s) entered in favor of such Defendant pursuant to the Settlement shall be null and void. In such instance, the releases given and the judgment(s)

entered in favor of other Defendants shall remain in full force and effect. Alternatively, Plaintiff's Counsel may elect to terminate the entire Settlement as to all Defendants and all of the releases given and the judgment(s) entered in favor of the Defendants pursuant to the Settlement shall be null and void and Plaintiff may proceed as if the Settlement were never entered into.

### **XIII. No Admission of Wrongdoing**

45. It is expressly understood and agreed that Defendants deny any and all allegations of wrongdoing, fault, breach of duty, liability, or damage in connection with the Action and the Settlement. Nothing in this Stipulation (whether or not consummated) shall be deemed or argued to be evidence of, or to constitute an admission or concession by Defendants, as to: (i) the truth of any fact alleged by Plaintiff; (ii) the validity of any claims or other issues raised, or which might be or might have been raised, in the Action or in any other proceeding; (iii) the deficiency of any defense that has been or could have been asserted in the Action or in any other proceeding; or (iv) any wrongdoing, fault, or liability of any kind by any of them, which each of them expressly denies.

46. The Parties further mutually covenant that neither this Stipulation, nor the fact or any terms of the Settlement, or any communications relating thereto, is evidence of, or an admission or concession by Plaintiff, any Class Member, any Released Plaintiff Parties, the 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, any terms of this Stipulation, any negotiations or proceedings in connection therewith, nor any documents or statements referred to herein or therein, (i) 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 Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (b) otherwise 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 (ii) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Judgment may be introduced in any proceeding subject to Delaware Rule of Evidence 408 and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the

Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law.

#### **XIV. Miscellaneous Provisions**

47. The Parties represent and agree that the terms of the Settlement were negotiated at arm's length and in good faith, with the assistance of Michelle Yoshida as mediator, and reflect a settlement that was reached voluntarily based upon adequate information, sufficient discovery, and after consultation with experienced legal counsel. The Parties agree that throughout the course of the litigation, all parties and their counsel complied with the provisions of Delaware Court of Chancery Rule 11. Accordingly, the Parties agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis.

48. All of the Exhibits attached hereto (the "Exhibits") are material and integral parts of the Stipulation and shall be incorporated by reference as though fully set forth herein.

49. This Stipulation and the Exhibits constitute the entire agreement between Plaintiff, on the one hand, and Defendants, on the other hand, and supersede any prior agreements among Plaintiff, on the one hand, and Defendants, on the other

hand, with respect to the Settlement. No representations, warranties, or inducements have been made to or relied upon by any party concerning this Stipulation or its Exhibits, other than the representations, warranties, and covenants expressly set forth in such documents.

50. This Stipulation is and shall be binding upon and shall inure to the benefit of the Released Defendant Parties, the Released Plaintiff Parties (including the Class Members), and the respective legal representatives, heirs, executors, administrators, transferees, successors, and assigns of all such foregoing persons and entities and upon any corporation, partnership, or other entity into or with which any of the foregoing may merge, consolidate, or reorganize.

51. This Stipulation may not be amended or modified, nor may any of its provisions be waived, except by written instrument signed by Plaintiff's Counsel and Defendants' Counsel, or their successors-in-interest.

52. The waiver by Plaintiff or Defendants of any breach of this Stipulation shall not be deemed a waiver of any other prior or subsequent breach of any provision of this Stipulation.

53. Plaintiff represents and warrants that Plaintiff is a member of the Class and that none of Plaintiff's claims or causes of action referred to in this Stipulation has been assigned, encumbered, or otherwise transferred in whole or in part.

54. Each Party represents and warrants that the Party has made such investigation of the facts pertaining to the Settlement provided for in this Stipulation, and all of the matters pertaining thereto, and has been advised by counsel, as the Party deems necessary and advisable.

55. Each counsel signing this Stipulation warrants that such counsel has been duly empowered and authorized to sign this Stipulation on behalf of his or her client(s).

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

57. This Stipulation shall not be construed more strictly against one Party than another merely by virtue of the fact that it, or any portion of it, may have been prepared by counsel for one of the Parties, it being recognized that it is the result of arm's-length negotiations between the Parties, and all Parties have contributed substantially and materially to the preparation of this Stipulation.

58. Without further Order of the Court, Plaintiff and Defendants may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

59. To the extent permitted by law, all agreements made and orders entered during the course of the Action related to the confidentiality of documents or information shall survive this Stipulation.

60. This Stipulation may be executed in one or more counterparts by electronic signature, email, PDF, fax, or original signature by any of the signatories hereto and as so executed shall constitute one agreement.

61. This Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to this Stipulation or Settlement, whether in contract, tort, or otherwise, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

62. The consummation of the Settlement as embodied in this Stipulation shall be under the authority of the Court, and the Court shall retain jurisdiction for the purpose of entering orders providing for an award of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation.

63. Any action arising under or to enforce this Stipulation or any portion thereof shall be commenced and maintained only in the Court.

64. Plaintiff and Defendants agree that, in the event of any breach of this Stipulation, all of Plaintiff's and Defendants' rights and remedies at law, equity, or otherwise are expressly reserved.

IN WITNESS WHEREOF, the Parties, through their undersigned counsel, have executed this Stipulation as of April 2, 2025.



ROBBINS GELLER RUDMAN  
& DOWD LLP

*Of Counsel:*

Craig W. Smith  
Gregory E. Del Gaizo  
Shane P. Sanders  
Mario D. Valdovinos  
ROBBINS LLP  
5060 Shoreham Place, Suite 300  
San Diego, CA 92122  
(619) 525-3990

Randall J. Baron  
Benny C. Goodman III  
Erik W. Luedeke  
ROBBINS GELLER RUDMAN  
& DOWD LLP  
655 West Broadway, Suite 1900  
San Diego, CA 92101  
(619) 231-1058

John Herman  
HERMAN JONES LLP  
3424 Peachtree Road NE, Suite 1650  
Atlanta, GA 30326  
(404) 504-6555

/s/ Christopher H. Lyons

Christopher H. Lyons (#5493)  
Tayler Bolton (#6640)  
1521 Concord Pike, Suite 301  
Wilmington, DE 19803  
(302) 467-2660

ANDREWS & SPRINGER LLC  
Peter B. Andrews (#4623)  
David M. Sborz (#6203)  
Jackson E. Warren (#6957)  
Jacob D. Jeifa (#7070)  
4001 Kennett Pike, Suite 250  
Wilmington, DE 19807  
(302) 504-4957

*Counsel for Plaintiff*

WILSON SONSINI GOODRICH  
& ROSATI, P.C.

*Of Counsel:*

Ignacio E. Salceda  
Rebecca L. Epstein  
WILSON SONSINI GOODRICH  
& ROSATI, P.C.  
650 Page Mill Road  
Palo Alto, CA 94304  
(650) 493-9300

/s/ Andrew D. Cordo

Andrew D. Cordo (#4534)  
Jessica A. Hartwell (#5645)  
Andrew D. Berni (#6137)  
222 Delaware Avenue, Suite 800  
Wilmington, DE 19801  
(302) 304-7600

*Counsel for QuantumScape Corporation  
and Defendants Jagdeep Singh and Fritz  
Prinz*

MORRIS, NICHOLS, ARSHT  
& TUNNELL LLP

*Of Counsel:*

Shahzeb Lari  
HUGHES HUBBARD & REED LLP  
One Battery Park Plaza  
New York, NY 10004  
(212) 837-6000

/s/ Susan W. Waesco

Susan W. Waesco (#4476)  
Miranda N. Gilbert (#6662)  
1201 North Market Street  
Wilmington, DE 19801  
(302) 658-9200

*Counsel for Defendants Justin Mirro,  
Robert Remenar, Thomas LaSorda,  
Anders Pettersson, Mitchell Quain,  
Donald Runkle, and Kensington Capital  
Partners, LLC*



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE KENSINGTON-QUANTUMSCAPE  
DE-SPAC LITIGATION

C.A. No. 2022-0721-JTL

**[PROPOSED] SCHEDULING ORDER**

WHEREAS, the Parties to the above-captioned action (the “Action”) have entered into a Stipulation and Agreement of Compromise, Settlement, and Release dated April 2, 2025 (the “Stipulation”), which sets forth the terms and conditions for the proposed settlement and resolution of the claims asserted in the Action, subject to review and approval by this Court pursuant to Court of Chancery Rule 23 upon notice to the Class;

NOW, THEREFORE, this \_\_\_\_ day of \_\_\_\_\_, 2025, upon application of the Parties, IT IS HEREBY ORDERED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Scheduling Order.
2. In accordance with the proposed class definition in the Stipulation, for the purposes of settlement only, the Action preliminarily shall be maintained as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

All Persons who held shares of Kensington Class A common stock as of the Redemption Deadline, either of record or beneficially, and who were entitled to, but did not, redeem their shares, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding the Excluded Persons.

For purposes of settlement only, the Court preliminarily finds that: (i) the members of the Class (collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (ii) there are questions of law and fact common to the Class; (iii) the claims of Plaintiff are typical of the claims of the Class; (iv) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff’s Counsel have and will fairly and adequately represent and protect the interests of the Class; (v) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

3. The Court provisionally appoints Plaintiff as a representative for the Class and appoints the law firms of Robbins Geller Rudman & Dowd LLP, Robbins LLP, Herman Jones LLP, and Andrews & Springer LLC as counsel for the Class.

4. A hearing (the “Settlement Hearing”) will be held on \_\_\_\_\_, 2025, at \_\_\_\_\_ .m., in the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801,

to: (i) determine whether the Class should be certified for settlement purposes pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2); (ii) determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action; (iii) determine whether the Court should approve the Settlement as fair, reasonable, and adequate and in the best interests of the Class; (iv) determine whether the Action should be dismissed with prejudice pursuant to Court of Chancery Rule 54(b) by entry of the Judgment pursuant to the Stipulation, releasing the Released Plaintiff's Claims and Released Defendants' Claims against the respective released parties, and barring and enjoining prosecution of any and all released claims against any and all respective released parties; (v) determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; (vi) consider the application by Plaintiff's Counsel for attorneys' fees and payment of expenses, including any application for a service award to Plaintiff; (vii) hear and determine any objections to the Settlement, to the Plan of Allocation, and/or to the application of Plaintiff's Counsel for an award of attorneys' fees, costs, and expenses or to a service award to Plaintiff; and (viii) rule on such other matters as the Court may deem appropriate.

5. The Court may adjourn and reconvene the Settlement Hearing, or any adjournment thereof, including the consideration of the application for attorneys' fees and expenses, without further notice to Class Members other than oral

announcement at the Settlement Hearing or any adjournment thereof or a notation on the docket in the Action, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement. The Court may also decide to hold the Settlement Hearing by telephone or videoconference without notice to Class Members.

6. The Court may approve the Settlement at or after the Settlement Hearing, according to the terms and conditions of the Stipulation, as it may be modified by the Parties, without further notice to Class Members. Further, the Court may render its judgment and order the payment of attorneys' fees and expenses, and/or authorize payment of a service award, at or after the Settlement Hearing, with such modifications as may be consented to by the Parties and without further notice of any kind.

7. The Court approves, in form and substance, the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the "Notice"), including the Plan of Allocation, and the Proof of Claim and Release (together, "Notice Package"), substantially in the forms attached as Exhibits B and B-1 to the Stipulation.

8. The Court finds that the mailing of the Notice in substantially the manner set forth in this Scheduling Order: (i) constitutes the best notice practicable under the circumstances; (ii) constitutes notice that is reasonably calculated, under

the circumstances, to apprise Class Members of the pendency of the Action, of the effect of the proposed Settlement (including the releases to be provided thereunder and the Plan of Allocation), of Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses, of their right to object to the Settlement, and/or of their right to appear at the Settlement Hearing; (iii) constitutes due, adequate, and sufficient notice to all Persons and entities entitled to receive notice of the proposed Settlement; and (iv) satisfies the requirements of Court of Chancery Rule 23, the United States Constitution (including the Due Process Clause), and all other applicable law and rules.

9. The Court approves Verita Global as the Settlement Administrator.

10. The Parties will use commercially reasonable efforts to identify eligible Class Members to whom the Notice Package shall be provided, including:

(a) No later than ten (10) business days after execution of the Stipulation, Defendants shall use commercially reasonable efforts to provide to the Settlement Administrator a copy of Kensington's list of stockholders of record as of the Redemption Deadline or used by Kensington to distribute QuantumScape Class A common stock in the Merger and any additional available information necessary to identify all record holders of Kensington Class A common stock on or around the Redemption Deadline, the number of shares held by each record holder, and the

correct address and, if available, email addresses, or other contact information used to communicate with the appropriate representatives of each record holder.

(b) Within twenty-one (21) business days from the date of entry of this Scheduling Order (“Notice Date”), the Settlement Administrator shall mail, or cause to be mailed, by first class U.S. mail or other mail service if mailed outside the U.S., postage prepaid, the Notice Package to: (i) each identified Class Member at their last known address, including identified nominees or custodians who held Kensington Class A common stock as of the Redemption Deadline through the closing of the Merger as record holders but not as beneficial owners; and (ii) other entities known to the Settlement Administrator who commonly hold securities in “street name” as nominees for the benefit of their customers who are beneficial purchasers of securities. All record holders of stock who held such stock on behalf of beneficial owners and who receive the Notice Package are hereby directed, within seven (7) calendar days of receipt of the Notice Package, to either (i) forward copies of the Notice Package to their beneficial owners, or (ii) provide the Settlement Administrator with lists of the names, last known addresses and email addresses (to the extent known) of such beneficial owners, in which case the Settlement Administrator is directed to send the Notice Package promptly to such identified beneficial owners. Nominee holders who elect to send the Notice Package to their beneficial owners shall send a statement to the Settlement Administrator



confirming that the mailing was made as directed. Plaintiff's Counsel and the Settlement Administrator shall use reasonable efforts to provide notice to such beneficial owners by making additional copies of the Notice Package available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners.

(c) Within twenty-one (21) calendar days from the date of entry of this Scheduling Order, the Parties shall provide further notice to the Class Members by causing the Stipulation and the Notice Package to be posted on a Settlement website established and maintained by the Settlement Administrator.

11. The Parties will work together in good faith to identify information necessary for distribution of the Net Settlement Fund, including:

(a) Defendants' Counsel shall instruct Defendants that Defendants, the members of their immediate families, and any entity in which any of them has a controlling interest, and the legal representatives, heirs, successors, or assignees of any such Excluded Persons, as well as any trusts, estates, entities, or accounts that held Kensington Class A shares of common stock for the benefit of any of the foregoing, are not entitled to submit a claim to receive payment out of the Net Settlement Fund.

(b) No later than ten (10) business days after execution of the Stipulation, Defendants shall provide to the Settlement Administrator, in

electronically searchable form, such as Excel, a list containing the current full names of Defendants and their immediate family members, and if applicable, the name of the financial institution(s) where their Kensington shares were held.

(c) At the request of Plaintiff's Counsel, Defendants will use additional reasonable efforts to work with Plaintiff's Counsel and the Settlement Administrator to obtain such additional information as may be required to distribute the Net Settlement Fund to eligible Class Members and not to Excluded Persons.

12. The Settlement Administrator and, to the extent they obtain access to the stockholder or Excluded Persons information described in ¶¶ 10(a) or 11(b), Plaintiff's Counsel, shall use that information solely for the purpose of administering the Settlement as set forth in the Stipulation, and not for any other purpose, and shall not disclose the stockholder or Excluded Persons information to any other party except as necessary to administer the Settlement or as required by law.

13. Any and all Notice and Administration Costs associated with the distribution of the Notice Package or any additional notice shall be paid in accordance with the Stipulation.

14. At least thirty (30) business days before the Settlement Hearing, Plaintiff shall file any opening brief in support of the proposed Settlement, and Plaintiff's Counsel shall file their application for an award of attorneys' fees and

expenses, including any application by Plaintiff for a service award, together with any supporting affidavit(s). Plaintiff shall file with the Court at that time proof of mailing of the Notice Package.

15. To be eligible to receive a distribution from the Net Settlement Fund, Class Members must complete and submit Proofs of Claim and Release in accordance with the instructions contained therein. Unless the Court orders otherwise, all Proofs of Claim and Release must be submitted online or received by mail no later than ninety (90) calendar days from the Notice Date.

16. At the Settlement Hearing, any Class Member who desires to do so may appear personally or by counsel, and show cause, if any, why the Settlement of the Action in accordance with and as set forth in the Stipulation should not be approved as fair, reasonable, and adequate, and in the best interests of the Class; why the Judgment should not be entered in accordance with and as set forth in the Stipulation; or why the Court should not grant Plaintiff's Counsel's application for an award of attorneys' fees and expenses incurred in the Action, including Plaintiff's application for a service award; provided, however, that unless the Court in its discretion otherwise directs, no Class Member, or any other Person, shall be entitled to contest the approval of the terms and conditions of the Settlement or (if approved) the Judgment to be entered thereon, or the allowance of fees and expenses to Plaintiff's Counsel, and no papers, briefs, pleadings, or other documents submitted by any

Class Member or any other Person (excluding a Party to the Stipulation) shall be received or considered, except by order of the Court for good cause shown, unless, no later than fifteen (15) business days prior to the Settlement Hearing, such Person files with the Register in Chancery, the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801, and serves upon the attorneys listed below: (i) a written and signed notice of intention to appear, which states the case name and civil action number, the name, address, telephone number, and email address (if available) of the objector and, if represented, his, her, their, or its counsel; (ii) documentation evidencing membership in the Class; (iii) a written and detailed statement of objections to any matter before the Court; (iv) the grounds therefor or the reasons for wanting to appear and be heard, as well as all documents or writings the Court shall be asked to consider; and (v) the identity of all class actions to which the objector and, if represented, his, her, their, or its counsel, has previously objected. These writings must also be served, on or before such filing with the Court, electronically by File & ServeXpress, by hand, by first-class U.S. mail, or by express service, and sent by email, upon the following attorneys:

PLAINTIFF'S COUNSEL	
Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122	Erik W. Luedeke Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101

gdelgaizo@robbinsllp.com	eluedeke@rgrdlaw.com
<b>DEFENDANTS' COUNSEL</b>	
Andrew D. Cordo Wilson Sonsini Goodrich & Rosati, PC 222 Delaware Avenue, Suite 800 Wilmington, DE 19801 acordo@wsgr.com	Shahzeb Lari Hughes Hubbard & Reed LLP One Battery Park Plaza New York, NY 10004 shahzeb.lari@hugheshubbard.com

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

17. Unless the Court orders otherwise, any Class Member who or which does not make his, her, their, or its objection in the manner provided herein shall: (i) be deemed to have waived and forfeited his, her, their, or its right to object, including any right of appeal, to any aspect of the proposed Settlement or Plaintiff's Counsel's application for an award of attorneys' fees and litigation expenses, including any application by Plaintiff for a service award; (ii) be forever barred and foreclosed from objecting to the fairness, reasonableness, or adequacy of the Settlement, the Judgment to be entered approving the Settlement, or the attorneys' fees and litigation expenses requested or awarded, including any service award; and (iii) be deemed to have waived and forever barred and foreclosed from being heard, in this or any other proceeding, with respect to any matters concerning the Settlement or the requested or awarded attorneys' fees and litigation expenses, including any service award.

18. At least five (5) business days before the date of the Settlement Hearing, the Parties shall file any reply in response to any objections to the Settlement and Plaintiff's Counsel shall file any reply in response to any objections to their application for an award of attorneys' fees, costs, and expenses, including any application by Plaintiff for a service award.

19. If the Settlement is approved by the Court following the Settlement Hearing, the Court shall enter an Order and Final Judgment, substantially in the form of Exhibit C to the Stipulation.

20. If the Settlement is terminated as provided in the Stipulation, this Scheduling Order shall be vacated, rendered null and void and be of no further force and effect, except as otherwise provided by the Stipulation, and this Scheduling Order shall be without prejudice to the rights of Plaintiff, the other Class Members, and Defendants, and Plaintiff and Defendants shall revert to their status before the Settlement, as provided in the Stipulation.

21. If the Settlement Administrator does not receive the Kensington stockholder and Excluded Persons information responsive to ¶¶ 10(a) and 11(b) within ten (10) business days after entry of the Scheduling Order, then Plaintiff's Counsel may seek a postponement or adjournment of the Settlement Hearing for a period reasonably sufficient for the Settlement Administrator to obtain the missing information; provided, however, that if the Settlement Hearing has been postponed

or adjourned and the Settlement Administrator does not receive all of the Kensington stockholder and Excluded Persons information responsive to ¶¶ 10(a) and 11(b) within six months of the date of the Stipulation, the Parties shall confer in good faith, including with respect to an alternative plan of allocation of the Settlement Fund to be presented to the Court, and seek to schedule as promptly as practicable the Settlement Hearing and obtain Court approval of the Stipulation and the Settlement.

22. All proceedings in the Action shall be stayed except as provided in the Stipulation; provided, however, that Plaintiff's Counsel may pursue in the Action third-party discovery respecting the stockholder and Excluded Persons information.

23. The Court may, for good cause, extend any of the deadlines set forth in this Scheduling Order without further notice.

IT IS HEREBY ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Vice Chancellor J. Travis Laster



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE KENSINGTON-QUANTUMSCAPE  
DE-SPAC LITIGATION

C.A. No. 2022-0721-JTL

**NOTICE OF PENDENCY AND PROPOSED SETTLEMENT  
OF STOCKHOLDER CLASS ACTION, SETTLEMENT  
HEARING, AND RIGHT TO APPEAR**

*The Court of Chancery of the State of Delaware authorized this Notice.*

**This is not a solicitation from a lawyer.**

**TO: ALL PERSONS WHO HELD SHARES OF KENSINGTON CAPITAL ACQUISITION CORPORATION (“KENSINGTON”) CLASS A COMMON STOCK AS OF NOVEMBER 23, 2020, at 4:30 P.M. EASTERN TIME, DIRECTLY OR INDIRECTLY, EITHER OF RECORD OR BENEFICIALLY, INCLUDING THEIR HEIRS, SUCCESSORS-IN-INTEREST, SUCCESSORS, TRANSFEREES, AND ASSIGNS**

**NOTICE OF PENDENCY OF STOCKHOLDER CLASS ACTION:**<sup>1</sup> Please be advised that your rights as a former Kensington Class A stockholder will be affected by the above-captioned stockholder class action (the “Action”) pending in the Court of Chancery of the State of Delaware (the “Court”) with respect to any shares of Kensington Class A common stock you held as of November 23, 2020, at 4:30 p.m. Eastern Time (the “Redemption Deadline”).

**NOTICE OF SETTLEMENT:** Please also be advised that: (i) plaintiff Sheadrick Richards (“Plaintiff”), individually and on behalf of the Class (as defined below); (ii) defendants Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, and Donald Runkle (collectively, the “Individual Defendants”) and Kensington Capital Partners, LLC (together with the

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<sup>1</sup> Any capitalized terms not otherwise defined in this Notice shall have the meanings given to them in the Stipulation and Agreement of Compromise, Settlement, and Release entered into by the Parties on April 2, 2025 (the “Stipulation”). A copy of the Stipulation is available at [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com). Questions? Call 1-866-891-0587, email [info@KensingtonSPACSettlement.com](mailto:info@KensingtonSPACSettlement.com), or visit [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).



Individual Defendants, the “Defendants”); and (iii) QuantumScape Corporation (“QuantumScape”) (Defendants, QuantumScape, and Plaintiff, the “Parties,” and each a “Party”) have reached a proposed settlement of the Action (the “Settlement”) for \$8,750,000.00 (United States Dollars) in cash (the “Settlement Amount”). The proposed Settlement, if approved by the Court, will resolve all claims in the Action.

**PLEASE READ THIS NOTICE CAREFULLY AND IN ITS ENTIRETY. This Notice explains how members of the Class (as defined herein) (“Class Members,” and each a “Class Member”) will be affected by the Settlement. The following table provides a brief summary of the rights you have as a Class Member and the relevant deadlines, which are described in more detail later in this Notice.**

<b>CLASS MEMBERS' LEGAL RIGHTS IN THE SETTLEMENT:</b>	
<b>TO RECEIVE A PAYMENT FROM THE SETTLEMENT, CLASS MEMBERS <u>MUST</u> SUBMIT A PROOF OF CLAIM AND RELEASE.</b>	If you are a member of the Class, you <b><u>may</u></b> be eligible to receive a distribution from the Settlement proceeds. Eligible Class Members <b><u>must</u></b> submit a Proof of Claim and Release in order to receive a distribution from the Settlement, if approved by the Court. If you are eligible for a distribution from the Settlement, it will be paid to you directly. <i>See</i> § 6 below for further discussion.
<b>OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION SO THAT IT IS <u>RECEIVED</u> NO LATER THAN _____, 2025.</b>	If you are a member of the Class and would like to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award, you may write to the Court and explain the reasons for your objection.
<b>ATTEND A HEARING ON _____, 2025, AT _____.M., AND FILE A NOTICE OF INTENTION TO APPEAR SO THAT IT IS <u>RECEIVED</u> NO LATER THAN _____, 2025.</b>	Filing a written objection and notice of intention to appear that is received by _____, 2025 allows you to speak in Court, at the discretion of the Court, about your objection. In the Court's discretion, the _____, 2025 hearing may be conducted by telephone or videoconference ( <i>see</i> § 9 below). If you submit a written objection, you may (but you do not have to) attend the hearing and, at the discretion of the Court, speak to the Court about your objection.

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### 1. WHAT IS THE PURPOSE OF THIS NOTICE?

The purpose of this Notice is to notify Class Members of the existence of the Action and the terms of the proposed Settlement of the Action. The Notice is also being sent to inform Class Members of a hearing that the Court has scheduled to

consider the fairness, reasonableness, and adequacy of the Settlement, the proposed Plan of Allocation for the Settlement proceeds, and Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award (the "Settlement Hearing"). See § 9 below for details about the Settlement Hearing, including the date and time of the hearing.

The Court directed that this Notice be mailed to you because you may be a Class Member. The Court has directed us to send you this Notice because, as a Class Member, you have a right to know about your options before the Court rules on the proposed Settlement. Additionally, you have the right to understand how the Action and the proposed Settlement generally affect your legal rights. **Please Note:** The Court may approve the proposed Settlement with such modifications as the Parties may agree to, if appropriate, without further notice to the Class.

The issuance of this Notice is not an expression by the Court of any findings of fact or any opinion concerning the merits of any claim in the Action, and the Court has not yet decided whether to approve the Settlement. If the Court approves the Settlement, then payments to eligible Class Members will be made after any appeals are resolved.

**Please Note:** Receipt of this Notice does not mean that you are a Class Member or that you will be entitled to receive a payment from the Settlement.

## **2. WHAT IS THIS CASE ABOUT?**

**THE FOLLOWING RECITATION DOES NOT CONSTITUTE FINDINGS OF THE COURT. THE COURT HAS MADE NO FINDINGS WITH RESPECT TO THE FOLLOWING MATTERS AND THESE RECITATIONS SHOULD NOT BE UNDERSTOOD AS AN EXPRESSION OF ANY OPINION OF THE COURT AS TO THE MERITS OF ANY OF THE CLAIMS OR DEFENSES RAISED BY ANY OF THE PARTIES.**

### **Summary of Claims, Issues, Defenses, and Relief Sought in the Action**

This Action arises out of Defendants' alleged impairment of Kensington Class A stockholders' right to make an informed redemption decision in connection with the business combination between Kensington and QuantumScape ("Legacy QuantumScape"). Plaintiff alleges that Defendants caused Kensington to make materially false and misleading public statements about the strength of the proposed business combination and that Defendants' alleged breaches of fiduciary duty or alleged aiding and abetting of such breaches harmed the Class by, among other

things, dissuading its members from redeeming their stock. In this Action, Plaintiff sought an award of damages to himself and the Class or an equitable reopening of the redemption window to allow Plaintiff and Class Members to redeem their shares at the redemption price.

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages, including, but not limited to, any allegations that Defendants have committed or aided and abetted any violations of law or breach of any duty owed to Kensington stockholders, that the Merger was not entirely fair to, or in the best interests of, Kensington stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants allege that the truth of their disclosures and the strength of the proposed business combination are demonstrated by, among other things, the fact that Kensington Class A common stock (including those shares converted to QuantumScape common stock) traded above the \$10 per share redemption price for nearly nineteen months after the Merger.

### **Factual Background**

On April 17, 2020, Kensington was incorporated in Delaware as a blank check company for the purpose of effecting a merger, capital stock exchange, asset acquisition, share purchase, reorganization, or similar business combination.

On June 30, 2020, Kensington consummated its initial public offering (“IPO”) of 23,000,000 units (each a “Public Unit”) at a price of \$10.00 per unit. Each Public Unit consisted of one share of Class A common stock (each a “Public Share”) and one-half of one warrant. Kensington public stockholders would be provided with the opportunity to redeem all or a portion of their Public Shares in connection with an initial business combination. Following the IPO, Kensington deposited a total of \$230 million in a trust account maintained for the benefit of its public stockholders (the “Trust”).

On September 2, 2020, Kensington and Legacy QuantumScape entered into a Business Combination Agreement dated as of September 2, 2020 (the “Merger Agreement”), pursuant to which Legacy QuantumScape would merge with Kensington (the “Merger”).

From September 21, 2020 through November 11, 2020, Kensington filed with the SEC a Form S-4 registration statement (together with amendments and supplements thereto, the “Proxy Statement”) soliciting approval of the proposed

Merger from Kensington stockholders at a special meeting of stockholders (the “Special Meeting”) set for November 25, 2020. The Proxy Statement provided Kensington stockholders with information about the Merger and informed them that they had until November 23, 2020 to demand that their Public Shares be redeemed in exchange for a pro rata share of the aggregate amount on deposit in the Trust.

Kensington stockholders exercised their right to redeem 15,255 Public Shares.

On November 25, 2020, Kensington stockholders voted to approve the Merger at the Special Meeting and the Merger closed the same day. Upon closing, Kensington changed its name to and began operating as QuantumScape.

On October 22, 2021, Plaintiff served a demand on QuantumScape to inspect certain of its books and records pursuant to Section 220 of the Delaware General Corporation Law Code (the “220 Demand”).

On May 5, 2022, Plaintiff filed a complaint in the Delaware Court of Chancery seeking to compel QuantumScape to produce certain of its books and records (the “Section 220 Action”).

On June 27, 2022, Plaintiff dismissed the Section 220 Action following QuantumScape’s production of book and records. In total, QuantumScape produced 44 documents totaling 1,284 pages in response to the 220 Demand.

On August 16, 2022, Plaintiff commenced the Action by filing a verified stockholder derivative complaint (the “Complaint”) on behalf of QuantumScape against Dipender Saluja, Jurgen Leohold, J.B. Straubel, Brad Buss, John Doerr, and Vinod Khosla (collectively, the “Legacy QuantumScape Directors”), the Individual Defendants, and Kensington Capital Sponsor LLC.

On September 14, 2022, Plaintiff voluntarily dismissed all claims against Kensington Capital Sponsor LLC, without prejudice.

On November 8, 2022, the Individual Defendants and the Legacy QuantumScape Directors moved to dismiss the Complaint.

On March 3, 2023, Plaintiff filed the verified amended stockholder class action complaint on behalf of himself and all other similarly situated former Kensington stockholders, against Defendants and the Legacy QuantumScape Directors, asserting claims for breach of fiduciary duty and aiding and abetting breaches of fiduciary duty arising out of Defendants’ and the Legacy QuantumScape Directors’ alleged actions that allegedly impaired Kensington stockholders’ ability

to exercise their redemption rights on a fully informed basis (the “Amended Complaint”).

On May 8, 2023, Defendants and the Legacy QuantumScape Directors moved to dismiss the Amended Complaint (the “Motions to Dismiss”).

On February 21, 2024, the Court denied in part and granted in part the Motions to Dismiss, upholding Plaintiff’s claims against Defendants while dismissing Plaintiff’s claims against the Legacy QuantumScape Directors.

On April 5, 2024, Defendants filed an Answer to the Complaint.

On May 28, 2024, the Parties participated in a full day mediation before former United States District Judge Faith Hochberg. The mediation ended unsuccessfully.

From May 2024 through September 2024, the Parties engaged in document and other written discovery: (i) Plaintiff propounded requests for the production of documents and interrogatories to the Defendants and served subpoenas *duces tecum* and *ad testificandum* on five third parties; (ii) Defendants served responses and objections to Plaintiff’s requests for production of documents and interrogatories; (iii) Defendants produced 519 documents in response to Plaintiff’s document requests; (iv) Defendants propounded requests for the production of documents and interrogatories to Plaintiff; (v) Plaintiff served responses and objections to Defendants’ requests for production; and (vi) Plaintiff produced nine documents in response to Defendants’ document requests.

On September 19, 2024, the Parties participated in a full day mediation before Michelle Yoshida of Phillips ADR Enterprises. No agreement was reached at the mediation, but the Parties agreed to continue discussions.

On October 3, 2024, following a mediator’s recommendation, the Parties agreed to settle the Action for \$8.75 million in cash, subject to Court approval, the definitive terms of which are reflected in the Stipulation.

The Stipulation (together with the Exhibits thereto), which reflects the final and binding agreement among the Parties and the terms and conditions of the Settlement, can be viewed at [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).

On \_\_\_\_\_, 2025, the Court entered a Scheduling Order directing that notice of the Settlement be provided to potential Class Members, and scheduling the

Settlement Hearing to, among other things, consider whether to grant final approval to the Settlement.

### **3. HOW DO I KNOW IF I AM AFFECTED BY THE SETTLEMENT?**

If you are a member of the Class, you are subject to the Settlement. The Class preliminarily certified by the Court solely for purposes of the Settlement consists of:

All Persons who held shares of Kensington Class A common stock as of the Redemption Deadline, either of record or beneficially, and who were entitled to, but did not, redeem their shares, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding the Excluded Persons. Excluded from the Class are Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, Donald Runkle, Kensington Capital Partners, LLC, Dipender Saluja, Jurgen Leohold, J.B. Straubel, Brad Buss, John Doerr, Vinod Khosla, and their legal representatives, heirs, successors, or assignees, as well as any Person, firm, trust, corporation or other entity related to or affiliated with any such excluded party (together, the “Excluded Persons”).

**Please Note:** The Class is a non-“opt-out” class pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2). Accordingly, Class Members do not have the right to exclude themselves from the Class.

### **4. WHAT ARE THE TERMS OF THE SETTLEMENT?**

In consideration of the settlement of the Released Plaintiff’s Claims (defined herein) against Released Defendant Parties (defined herein), QuantumScape will deposit or cause to be deposited the \$8,750,000 Settlement Amount into an interest-bearing escrow account for the benefit of the Class.

### **5. WHAT ARE THE PARTIES’ REASONS FOR THE SETTLEMENT?**

Plaintiff continues to believe that the claims asserted in the Action have merit, but also believes that the Settlement set forth in the Stipulation provides substantial and immediate benefits for the Class. In addition to these substantial benefits, Plaintiff and Plaintiff’s Counsel have considered: (i) the attendant risks of continued litigation and the uncertainty of the outcome of the Action; (ii) the probability of



success on the merits; (iii) the inherent problems of proof associated with, and possible defenses to, the claims asserted in the Action; (iv) the desirability of permitting the Settlement to be consummated according to its terms; (v) the expense and length of continued proceedings necessary to prosecute the Action through trial and appeals; and (vi) the conclusion of Plaintiff and Plaintiff's Counsel that the terms and conditions of the Settlement and the Stipulation are fair, reasonable, and adequate, and that it is in the best interests of the Class to settle the claims asserted in the Action on the terms set forth in the Stipulation.

Based on Plaintiff's Counsel's thorough review and analysis of the relevant facts, allegations, defenses, and controlling legal principles, Plaintiff's Counsel believe that the Settlement set forth in the Stipulation is fair, reasonable, and adequate, and confers substantial benefits upon the Class. Based upon Plaintiff's Counsel's evaluation, as well as his own evaluation, Plaintiff has determined that the Settlement is in the best interests of the Class and has agreed to the terms and conditions set forth in the Stipulation.

Defendants deny any and all allegations of wrongdoing, fault, liability, or damages with respect to the Released Plaintiff's Claims, including, but not limited to, any allegations that Defendants have committed any violations of law or breach of any duty owed to Kensington stockholders, that the Merger was not entirely fair to, or in the best interests of, Kensington stockholders, that Defendants have acted improperly in any way, that Defendants have any liability or owe any damages of any kind to Plaintiff and/or the Class, and/or that Defendants were unjustly enriched in the Merger. Defendants maintain that their conduct was at all times proper, in the best interests of Kensington and its stockholders, and in compliance with applicable law. Defendants also deny that Kensington stockholders were harmed by any conduct of Defendants that was alleged, or that could have been alleged, in the Action. Each of the Defendants asserts that, at all relevant times, such Defendant acted in good faith and in a manner believed to be in the best interests of Kensington and all of its stockholders.

Nevertheless, Defendants have determined to enter into the Settlement on the terms and conditions set forth in the Stipulation solely to put Released Plaintiff's Claims to rest, finally and forever, without in any way acknowledging any wrongdoing, fault, liability, or damages.

**6. WILL I RECEIVE A PAYMENT FROM THE SETTLEMENT?  
HOW MUCH WILL MY PAYMENT FROM THE SETTLEMENT,  
IF ANY, BE? HOW WOULD I RECEIVE MY PAYMENT?**

The \$8,750,000 Settlement Amount will be deposited into an interest-bearing escrow account for the benefit of the Class. If the Settlement is approved by the Court and the Effective Date of the Settlement occurs, the “Net Settlement Fund” (that is, the Settlement Amount plus any and all interest earned thereon (the “Settlement Fund”) less: (i) any Taxes and Tax Expenses; (ii) any Notice and Administration Costs; (iii) any attorneys’ Fee and Expense Award ordered by the Court, including any service award to Plaintiff to be deducted solely from any Fee and Expense Award; and (iv) any other costs or fees approved by the Court) will be distributed in accordance with the proposed Plan of Allocation stated below or such other plan of allocation as the Court may approve.

The Net Settlement Fund will not be distributed unless and until the Court has approved the Settlement and the Effective Date of the Settlement has occurred. Approval of the Settlement is independent from approval of a plan of allocation. Any determination with respect to a plan of allocation will not affect the Settlement, if approved.

The Court may approve the Plan of Allocation as proposed or it may modify the Plan of Allocation without further notice to the Class. Any Orders regarding any modification of the Plan of Allocation will be posted on the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).

## **PROPOSED PLAN OF ALLOCATION**

### **UNDERSTANDING YOUR PAYMENT – NET SETTLEMENT FUND**

If the Settlement is approved by the Court, the Net Settlement Fund will be distributed only to Class Members who timely submit a valid Proof of Claim and Release to the Settlement Administrator in accordance with this proposed Plan of Allocation (“Plan of Allocation” or “Plan”) or such other plan of allocation as the Court may approve. Class Members who do not timely submit a valid Proof of Claim and Release will not share in the Net Settlement Fund but will otherwise be bound by the Settlement. The Court may approve this proposed Plan of Allocation, or modify it, without additional notice to the Class. Any order modifying the Plan of Allocation will be posted on the Settlement website: [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).

The objective of the Plan of Allocation is to distribute the Net Settlement Fund equitably among Class Members. The Plan of Allocation is not a formal damages analysis, and the calculations made in accordance with the Plan of Allocation are not intended to be estimates of, or indicative of, the amounts that Class Members might have been able to recover after a trial. Nor are the calculations in accordance with the Plan of Allocation intended to be estimates of the amounts that will be paid to Authorized Claimants under the Settlement. The computations under the Plan of Allocation are only a method to weigh, in a fair and equitable manner, the claims of Authorized Claimants against one another for the purpose of making *pro rata* allocations of the Net Settlement Fund. The formulas below are intended solely for purposes of this Plan of Allocation and cannot and should not be binding on Plaintiff or any Class Member for any other purpose.

#### **Calculation of Distribution Amounts**

A “Recognized Claim” will be calculated for each share of Kensington Class A common stock held by an Authorized Claimant on the Redemption Deadline (November 23, 2020, at 4:30 p.m. Eastern time) that could have been but was not redeemed that is listed on the Proof of Claim and Release and for which adequate documentation is provided to the Settlement Administrator, as follows:

- A. the Recognized Claim for each share of Kensington Class A common stock held on the Redemption Deadline that could have been but was not redeemed and that was sold or converted to QuantumScape stock and sold before the close of the market on March 2, 2023, at a price

below \$10.00 shall be the Redemption Price of \$10.00 minus the sale price, plus Nominal Damages (as defined below).

- B. the Recognized Claim for each share of Kensington Class A common stock held on the Redemption Deadline that could have been but was not redeemed and that was converted to QuantumScape common stock and held as of or sold after the close of the market on March 2, 2023, shall be \$1.12, calculated as the Redemption Price of \$10.00 minus \$8.88 (the closing stock price of QuantumScape on March 2, 2023 rounded to the cent), plus Nominal Damages (as defined below).
- C. Nominal Damages for each share of Kensington Class A common stock held on the Redemption Deadline that could have been but was not redeemed shall be \$0.10 per share.

For the avoidance of doubt, there will be no Recognized Claim for any share of Kensington Class A common stock redeemed in connection with the Merger. To the extent that the calculation of an Authorized Claimant's Recognized Claim results in a negative number, that number shall be set to zero.

The Net Settlement Fund will be distributed to Authorized Claimants on a *pro rata* basis based on the relative size of their Recognized Claims. Specifically, a "Distribution Amount" will be calculated for each Authorized Claimant, which will be the sum of the Authorized Claimant's Recognized Claims divided by the total Recognized Claims of all Authorized Claimants, multiplied by the total amount in the Net Settlement Fund. If any Authorized Claimant's Distribution Amount calculates to less than \$10.00, it will not be included in the calculation, and no distribution will be made to that Authorized Claimant; however, they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

If the sum total of Recognized Claims of all Authorized Claimants who are entitled to receive payment out of the Net Settlement Fund is greater than the Net Settlement Fund, each Authorized Claimant shall receive their *pro rata* share of the Net Settlement Fund. If the Net Settlement Fund exceeds the sum total amount of the Recognized Claims of all Authorized Claimants entitled to receive payment out of the Net Settlement Fund, the excess amount in the Net Settlement Fund shall be distributed *pro rata* to all Authorized Claimants entitled to receive payment. Defendants shall not have a reversionary interest in the Net Settlement Fund.

## **Additional Provisions**

Any transaction in common stock executed outside regular trading hours for the U.S. financial market shall be deemed to have occurred during the next trading session.

All purchases and sales shall exclude any fees, taxes, and commissions.

Purchases and sales of Kensington Class A common stock or QuantumScape common stock shall be deemed to have occurred on the “contract” or “trade” date as opposed to the “settlement” or “payment” date. The receipt or grant by gift, inheritance, or operation of law of Kensington Class A common stock or QuantumScape common stock shall not be deemed a purchase or sale of these shares of Kensington Class A common stock or QuantumScape common stock for the calculation of an Authorized Claimant’s Recognized Claim, nor shall the receipt or grant be deemed an assignment of any claim relating to the purchase of such shares of such Kensington Class A common stock or QuantumScape common stock unless (i) the donor or decedent purchased such shares of Kensington Class A common stock or QuantumScape common stock; (ii) no Proof of Claim and Release was submitted by or on behalf of the donor, on behalf of the decedent, or by anyone else with respect to such shares of Kensington Class A common stock or QuantumScape common stock; and (iii) it is specifically so provided in the instrument of gift or assignment.

The date of covering a “short sale” is deemed to be the date of purchase of Kensington Class A common stock or QuantumScape common stock. The date of a “short sale” is deemed to be the date of sale of Kensington Class A common stock or QuantumScape common stock. Under the Plan of Allocation, however, the Recognized Claim on “short sales” is zero and the Recognized Claim on any portion of a purchase that matches against (or “covers”) a “short sale” is zero. The Recognized Claim on a “short sale” that is not covered by a purchase is also zero.

Kensington Class A common stock (including those shares converted to QuantumScape common stock) is the only security eligible for recovery under the Plan of Allocation. Option Contracts are not securities eligible to participate in the Settlement. With respect to shares of Kensington Class A common stock or QuantumScape common stock purchased or sold through the exercise of an option, the purchase/sale date of the Kensington Class A common stock or QuantumScape common stock is the exercise date of the option and the purchase/sale price of the Kensington Class A common stock or QuantumScape common stock is the exercise price of the option.

Distributions will be made to Authorized Claimants after all Proofs of Claim and Release have been processed and after the Court has finally approved the Settlement. After the initial distribution of the Net Settlement Fund, the Settlement Administrator will make reasonable and diligent efforts to have Authorized Claimants cash their distribution checks. To the extent any monies remain in the fund after a reasonable amount of time following the date of the initial distribution, if Plaintiff's Counsel, in consultation with the Settlement Administrator, determine that it is cost-effective to do so, the Settlement Administrator will conduct a re-distribution of the funds remaining after payment of any unpaid fees and expenses incurred in administering the Settlement, including for such re-distribution, to Authorized Claimants who have cashed their initial distributions and who would receive at least \$10.00 from such re-distribution. Additional re-distributions to Authorized Claimants who have cashed their prior checks may occur thereafter if Plaintiff's Counsel, in consultation with the Settlement Administrator, determine that additional re-distributions, after the deduction of any additional fees and expenses incurred in administering the Settlement, including for such re-distributions, would be cost-effective. At such time as it is determined that the re-distribution of funds remaining in the Net Settlement Fund is not cost-effective, the remaining balance shall be donated to the Delaware Combined Campaign for Justice.

Payment pursuant to the Plan of Allocation or such other plan as may be approved by the Court for this Settlement shall be conclusive against all Authorized Claimants. No person shall have any claim against Plaintiff, Plaintiff's Counsel, Plaintiff's damages expert, Defendants, Defendants' Counsel, any of the other Class Members, or the Settlement Administrator or other agent designated by Plaintiff's Counsel arising from distributions made substantially in accordance with the Stipulation, the plan of allocation approved by the Court, or further orders of the Court. Plaintiff, Plaintiff's Counsel, Defendants and their respective counsel, and all other released parties shall have no responsibility for or liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund; the Plan of Allocation; the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator; the payment or withholding of Taxes; or any losses incurred in connection therewith.

Class Members who do not submit an acceptable Proof of Claim and Release will not share in the distribution of the Net Settlement Fund, however they will nevertheless be bound by the Settlement and the Order and Final Judgment of the Court dismissing this Action.

The Court has reserved jurisdiction to allow, disallow, or adjust on equitable grounds the claim of any Class Member or claimant.

Each claimant shall be deemed to have submitted to the jurisdiction of the Court with respect to his, her, or its claim.

<p><b>7. WHAT WILL HAPPEN IF THE SETTLEMENT IS APPROVED? WHAT CLAIMS WILL THE SETTLEMENT RELEASE?</b></p>
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If the Settlement is approved, the Court will enter an Order and Final Judgment (the “Judgment”). Pursuant to the Judgment, all claims asserted against Defendants in the Action will be dismissed with prejudice and the following Releases will occur:

1. Upon the Effective Date, Plaintiff and each and every Class Member, on behalf of themselves and any and all of their respective predecessors, successors, assigns, agents, representatives, trustees, executors, administrators, estates, heirs, and transferees, whether immediate or remote, shall and shall be deemed to have fully, finally, and forever released, relinquished, settled, and discharged Released Defendant Parties from and with respect to every one of Released Plaintiff’s Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all Released Plaintiff’s Claims against any of Released Defendant Parties; and

2. Upon the Effective Date, Defendants, on behalf of themselves and any other Person or entity who could assert any of Released Defendants’ Claims on their behalf, and to the fullest extent permitted by law, including in light of the releases set forth in paragraph 1, the other Released Defendant Parties, shall or shall 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 Defendants’ Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any of Released Defendants’ Claims against any of the Released Plaintiff Parties.

The following capitalized terms used in this section 7 shall have the meanings specified below:

“Released Defendant Parties” means: (i) QuantumScape; (ii) each Defendant; (iii) each of their respective immediate family members (for individuals) and each of their direct or indirect parent entities, subsidiaries, related entities, and affiliates, any trust of which any

Individual Defendant is the settler or which is for the benefit of any Defendant and/or member(s) of his family; and (iv) for any of the entities listed in parts (i), (ii), or (iii), their respective past and present general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such, and any entity in which a Defendant has a controlling interest.

“Released Defendants’ Claims” means, as against the Released Plaintiff Parties, any and all claims and causes of action of every nature and description, whether known or Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in nature that arise out of or relate in any way to the institution, prosecution, or settlement of the claims against Defendants; provided, however, that the Released Defendants’ Claims shall not include: (i) any claims to enforce the Stipulation; or (ii) any claims to enforce a final order and judgment entered by the Court.

“Released Plaintiff Parties” means: (i) Plaintiff and all members of the Class; and (ii) each of their respective family members, and their respective general partners, limited partners, principals, shareholders, joint venturers, members, officers, directors, managers, managing directors, supervisors, employees, contractors, consultants, auditors, accountants, financial advisors, professional advisors, investment bankers, representatives, insurers, trustees, trustors, agents, attorneys, professionals, predecessors, successors, assigns, heirs, executors, administrators, and any controlling person thereof, in their capacities as such.

“Released Plaintiff’s Claims” means, as against the Released Defendant Parties, to the fullest extent permitted by Delaware law in stockholder class action settlements, any and all claims and causes of action of every nature and description whatsoever, whether known or



Unknown Claims, whether arising under federal, state, local, common, statutory, administrative, or foreign law, or any other law, rule, or regulation, at law or in equity, whether fixed or contingent, whether foreseen or unforeseen, whether accrued or unaccrued, whether liquidated or unliquidated, whether matured or unmatured, whether direct, representative, class, or individual in nature that: (a) Plaintiff or any other member of the Class: (i) asserted or could have asserted in the Action, or (ii) could have asserted in any court or forum that arise out of, are based upon, or relate to any of the allegations, transactions, facts, matters or occurrences, representations, or omissions alleged or asserted in the Action; and (b) (i) are based upon, arise out of, or relate in full or in part to any of the claims, allegations, or operative facts set forth in the Complaint or Amended Complaint filed in the Action, or (ii) relate to the ownership of Kensington Class A common stock as of the Redemption Deadline through the close of the Merger, the SEC filings and any other disclosure relating to or concerning the Merger, or the involvement of any of the Released Defendant Parties with respect to any of the foregoing. Released Plaintiff's Claims shall not include: (i) any claims relating to the enforcement of the Settlement; (ii) any claims to enforce a final order and judgment entered by the Court; (iii) any claims brought in the securities class action captioned *In re QuantumScape Securities Class Action Litigation*, Case No. 3:21-cv-00058-WHO (N.D. Cal.) (the "QuantumScape SCA")<sup>2</sup>; or (iv) any claims brought in the stockholder derivative actions captioned: *In re QuantumScape Corporation Derivative Litigation*, Case No. 3:21-cv-00989 (N.D. Cal.); *Jones v. Singh et al.*, Case No. 1:24-cv-00237 (D. Del.); *In re QuantumScape Corp. Stockholder Derivative Litigation*, 2022-0490 (Del. Ch.); *Lemon, et al. v. Jagdeep Singh, et al.*, 2024-0581 (Del. Ch.); *LR Trust v. Singh et al.*, C.A. No. 2024-1052-JTL (Del. Ch.); and *Gonzalez v. Singh et al.*, Case No. 3-24-cv-07422 (N.D. Cal.).

"Unknown Claims" means any Released Plaintiff's Claims and Released Defendants' Claims that a releasing Person does not know or suspect to exist in his, her, their, or its favor at the time of the release, which if known by him, her, them, or it, might have affected his, her,

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<sup>2</sup> On January 22, 2025, the United States District Court for the Northern District of California granted final approval of the settlement of the QuantumScape SCA and entered judgment dismissing the action.

their, or its decision(s) with respect to the Settlement. With respect to any and all Released Plaintiff's Claims and Released Defendants' Claims, upon the Effective Date, Plaintiff and Defendants shall expressly waive, and each of the Class Members and Released Defendant Parties shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, relinquished, and released any and all provisions, rights, and benefits conferred by any law of the United States or any state or territory of the United States or other jurisdiction, or principle of common law or foreign law, 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.

Plaintiff and Defendants acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the Released Plaintiff Parties and the Released Defendant Parties, to completely, fully, finally, and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' 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. Plaintiff and Defendants also acknowledge, and the Released Plaintiff Parties and the Released Defendant Parties by operation of law are deemed to acknowledge, that the inclusion of "Unknown Claims" in the definition of Released Plaintiff's Claims and Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

## **8. HOW WILL PLAINTIFF’S COUNSEL BE PAID?**

Plaintiff’s Counsel<sup>3</sup> have not received any payment for their services in pursuing claims asserted in the Action, nor have Plaintiff’s Counsel been paid for their expenses incurred in connection with the Action. In connection with the Settlement, Plaintiff’s Counsel will apply for a Fee and Expense Award to include an award of attorneys’ fees in an amount not to exceed 20% of the Settlement Amount, plus an award of expenses incurred in connection with the Action (the “Fee Application”), which application will be wholly inclusive of any request for attorneys’ fees and expenses on behalf of any Class Member or his, her, or its counsel in connection with the Settlement. Plaintiff’s Counsel may apply to the Court for a service award to Plaintiff not to exceed \$5,000.00, payable out of any Fee and Expense Award.

Any award of attorneys’ fees and expenses by the Court pursuant to the Fee Application (*i.e.*, the Fee and Expense Award) shall be paid out of, and not be in addition to, the Settlement Fund. Class Members are not personally liable for any such fees or expenses.

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<sup>3</sup> Plaintiff’s Counsel means Robbins Geller Rudman & Dowd LLP, Robbins LLP, Herman Jones LLP, and Andrews & Springer LLC.

**9. WHEN AND WHERE WILL THE SETTLEMENT HEARING BE HELD? DO I HAVE TO ATTEND THE HEARING? MAY I SPEAK AT THE HEARING IF I DON'T LIKE THE SETTLEMENT?**

Class Members do not need to attend the Settlement Hearing. The Court will consider any submission made in accordance with the provisions below even if a Class Member does not attend the Settlement Hearing. Class Members can recover from the Settlement without attending the Settlement Hearing.

**Please Note:** The date and time of the Settlement Hearing may change without further written notice to Class Members. In addition, the Court may decide to conduct the Settlement Hearing remotely by telephone or videoconference, or otherwise allow Class Members to appear at the hearing remotely by telephone or video, without further written notice to Class Members. In order to determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate remotely by telephone or video, it is important that you monitor the Court's docket and the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com), before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date or time of the hearing, or updates regarding in-person or remote appearances at the hearing, will be posted to the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com). Also, if the Court requires or allows Class Members to participate in the Settlement Hearing remotely by telephone or videoconference, the information needed to access the conference will be posted to the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).

The Settlement Hearing will be held on \_\_\_\_\_, 2025, at [ : ] [ ].m., before the Honorable J. Travis Laster, Vice Chancellor, at the Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801, to, among other things:

1. Determine whether to finally certify the Class for settlement purposes only, pursuant to Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

2. Determine whether Plaintiff and Plaintiff's Counsel have adequately represented the Class, and whether Plaintiff should be finally appointed Class Representative for the Class and Plaintiff's Counsel should be finally appointed Class Counsel for the Class;

3. Determine whether the proposed Settlement should be approved as fair, reasonable, and adequate to Plaintiff and the other members of the Class and in their best interests;

4. Determine whether the proposed Order and Final Judgment approving the Settlement, dismissing the Action with prejudice, and granting the Releases provided under the Stipulation should be entered;

5. Determine whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved;

6. Determine whether and in what amount any Fee and Expense Award to Plaintiff's Counsel should be paid out of the Settlement Fund, including any service award to Plaintiff to be paid solely from any Fee and Expense Award;

7. Hear and rule on any objections to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's application for a Fee and Expense Award, including any service award to Plaintiff; and

8. Consider any other matters that may properly be brought before the Court in connection with the Settlement.

Any Class Member may object to the Settlement, the proposed Plan of Allocation, and/or Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award ("Objector"); provided, however, that no Objector shall be heard or entitled to object unless, no later than fifteen (15) business days before the Settlement Hearing (*i.e.*, by [INSERT DATE]), such person: (1) files his, her, or its written objection, together with copies of all other papers and briefs supporting the objection, with the Register in Chancery at the address set forth below; (2) serves such papers (electronically by File & ServeXpress, by hand, by first-class U.S. mail, or by express service) on Plaintiff's Counsel and Defendants' Counsel at the addresses set forth below; and (3) emails a copy of the written objection to (i) eluedeke@rgrdlaw.com, (ii) gdelgaizo@robbinsllp.com, (iii) shahzeb.lari@hugheshubbard.com, and (iv) acordo@wsgr.com.

<b>REGISTER IN CHANCERY</b>
Register in Chancery Court of Chancery of the State of Delaware Leonard L. Williams Justice Center 500 North King Street Wilmington, DE 19801

<b>PLAINTIFF'S COUNSEL</b>		
<table border="1"><tr><td>Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com</td><td>Erik W. Luedeke Robbins Geller Rudman &amp; Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com</td></tr></table>	Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com	Erik W. Luedeke Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com
Gregory E. Del Gaizo Robbins LLP 5060 Shoreham Place, Suite 300 San Diego, CA 92122 gdelgaizo@robbinsllp.com	Erik W. Luedeke Robbins Geller Rudman & Dowd LLP 655 West Broadway, Suite 1900 San Diego, CA 92101 eluedeke@rgrdlaw.com	

<b>DEFENDANTS' COUNSEL</b>		
<table border="1"><tr><td>Andrew D. Cordo Wilson Sonsini Goodrich &amp; Rosati, PC 222 Delaware Avenue, Suite 800 Wilmington, DE 19801 acordo@wsgr.com</td><td>Shahzeb Lari Hughes Hubbard &amp; Reed LLP One Battery Park Plaza New York, NY 10004 shahzeb.lari@hugheshubbard.com</td></tr></table>	Andrew D. Cordo Wilson Sonsini Goodrich & Rosati, PC 222 Delaware Avenue, Suite 800 Wilmington, DE 19801 acordo@wsgr.com	Shahzeb Lari Hughes Hubbard & Reed LLP One Battery Park Plaza New York, NY 10004 shahzeb.lari@hugheshubbard.com
Andrew D. Cordo Wilson Sonsini Goodrich & Rosati, PC 222 Delaware Avenue, Suite 800 Wilmington, DE 19801 acordo@wsgr.com	Shahzeb Lari Hughes Hubbard & Reed LLP One Battery Park Plaza New York, NY 10004 shahzeb.lari@hugheshubbard.com	

Any objections must: (i) identify the case name and civil action number, “*In re Kensington-QuantumScape De-SPAC Litigation*, C.A. No. 2022-0721-JTL”; (ii) state the name, address, telephone number, and email address (if available) of the Objector and, if represented by counsel, the name, address, telephone number, and email address of the Objector’s counsel; (iii) be signed by the Objector; (iv) contain a specific, written statement of the objection(s) and the specific reason(s) for the objection(s), including any legal and evidentiary support the Objector wishes to bring to the Court’s attention, and if the Objector has indicated that he, she, or it intends to appear at the Settlement Hearing, the identity of any witnesses the Objector may call to testify, and any exhibits the Objector intends to introduce into evidence at the hearing; (v) include documentary evidence sufficient to prove that the Objector is a member of the Class; and (vi) identify all class actions to which the Objector and the Objector’s counsel have previously objected. Plaintiff’s Counsel are authorized to request from any Objector additional information or documentation sufficient to prove that the Objector is a member of the Class.

You may file a written objection without having to appear at the Settlement Hearing. You may not, however, appear at the Settlement Hearing to present your objection unless you first file and serve a written objection in accordance with the procedures described above, unless the Court orders otherwise.

If you wish to be heard orally at the hearing in opposition to the approval of the Settlement, the Plan of Allocation, or Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award (assuming you timely file and serve a written objection as described above), you must also file a notice of appearance with the Register in Chancery and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is received on or before [\_\_\_\_], 2025. Persons who intend to object and desire to present evidence at the Settlement Hearing must include in their written objection or notice of appearance the identity of any witnesses they may call to testify and any exhibits they intend to introduce into evidence at the hearing. Such persons may be heard orally at the discretion of the Court.

You are not required to hire an attorney to represent you in making written objections or in appearing at the Settlement Hearing. However, if you decide to hire an attorney, it will be at your own expense, and that attorney must file a notice of appearance with the Court and serve it on Plaintiff's Counsel and Defendants' Counsel at the mailing and email addresses set forth above so that the notice is received on or before [\_\_\_\_], 2025.

The Settlement Hearing may be adjourned by the Court without further written notice to Class Members. If you plan to attend the Settlement Hearing, you should confirm the date, time, and location with Plaintiff's Counsel.

Unless the Court orders otherwise, any Class Member who does not object in the manner described above will be deemed to have waived any objection (including the right to appeal) and shall be forever foreclosed from making any objection to the Settlement, the Plan of Allocation, or Plaintiff's Counsel's Fee Application, including Plaintiff's application for a service award, or any other matter related to the Settlement or the Action, and will otherwise be bound by the Judgment to be entered and the Releases to be given. Class Members do not need to appear at the Settlement Hearing or take any other action to indicate their approval.

<p><b>10. CAN I SEE THE COURT FILE? WHO SHOULD I CONTACT IF I HAVE QUESTIONS?</b></p>
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This Notice contains only a summary of the terms of the proposed Settlement. For more detailed information about the matters involved in the Action, you are referred to the papers on file in the Action, including the Stipulation, which may be inspected during regular business hours at the Office of the Register in Chancery, Court of Chancery of the State of Delaware, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, DE 19801. Additionally, copies of the Stipulation and any related orders entered by the Court will be posted on the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com).

If you have questions regarding the Settlement, you may contact the Settlement Administrator by mail at *Kensington SPAC Settlement*, c/o Verita Global, P.O. Box 301170, Los Angeles, CA 90030-1170; by telephone at 1-866-891-0587; or by email at [info@KensingtonSPACSettlement.com](mailto:info@KensingtonSPACSettlement.com). You may also contact Plaintiff's Counsel: Erik W. Luedeke, Robbins Geller Rudman & Dowd LLP, 655 West Broadway, Suite 1900, San Diego, CA 92101, 800-449-4900 (telephone), [settlementinfo@rgrdlaw.com](mailto:settlementinfo@rgrdlaw.com) (email) or Gregory E. Del Gaizo, Robbins LLP, 5060 Shoreham Place, Suite 300, San Diego, CA 92122, 619-525-3990 (telephone), [gdelgaizo@robbinsllp.com](mailto:gdelgaizo@robbinsllp.com) (email). ***Do not contact the Court or its staff with questions about the terms of the proposed Settlement.***

<p><b>11. WHAT IF I HELD SHARES ON SOMEONE ELSE'S BEHALF?</b></p>
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If you are a broker or other nominee that held shares of Kensington Class A common stock as of November 23, 2020 at 4:30 p.m. Eastern Time, for the beneficial interest of persons or entities other than yourself, you are requested to either: (i) within seven (7) calendar days of receipt of this Notice, request from the Settlement Administrator sufficient copies of this Notice to forward to all such beneficial owners and within seven (7) calendar days of receipt of those Notices, forward them to all such beneficial owners; or (ii) within seven (7) calendar days of receipt of this Notice, provide a list of the names, addresses, and, if available, email addresses of all such beneficial owners to *Kensington SPAC Settlement*, c/o Verita Global, P.O. Box 301170, Los Angeles, CA 90030-1170. If you choose the second option, the Settlement Administrator will send a copy of the Notice to the beneficial owners. Upon full compliance with these directions, such nominees may seek reimbursement of their reasonable expenses actually incurred by providing the Settlement Administrator with proper documentation supporting the expenses for which



reimbursement is sought. Reasonable expenses actually incurred in connection with the foregoing include up to \$0.03 per record for providing names, addresses, and, if available, email addresses to the Settlement Administrator, up to a maximum of \$0.03 per Notice mailed by you, plus postage at the rate used by the Settlement Administrator, or \$0.03 per Notice sent by email. A copy of this Notice may also be obtained from the Settlement website, [www.KensingtonSPACSettlement.com](http://www.KensingtonSPACSettlement.com), by calling the Settlement Administrator toll free at 1-866-891-0587, or by emailing the Settlement Administrator at [info@KensingtonSPACSettlement.com](mailto:info@KensingtonSPACSettlement.com).

**DO NOT CALL OR WRITE THE COURT OR THE OFFICE OF THE  
REGISTER IN CHANCERY ABOUT THIS NOTICE OR QUESTIONS  
ABOUT THE TERMS OF THE PROPOSED SETTLEMENT.**

DATED: \_\_\_\_\_

BY ORDER OF THE COURT OF  
CHANCERY OF THE STATE OF  
DELAWARE



**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE KENSINGTON-QUANTUMSCAPE  
DE-SPAC LITIGATION

C.A. No. 2022-0721-JTL

**PROOF OF CLAIM AND RELEASE**

**I. GENERAL INSTRUCTIONS**

1. To recover as a member of the Class based on your claims in the action entitled *In re Kensington-QuantumScape De-SPAC Litigation*, C.A. No. 2022-0721-JTL (the “Action”), you must complete and sign this Proof of Claim and Release on page 14 hereof. If you fail to submit a timely and properly addressed (as set forth in paragraph 3 below) Proof of Claim and Release, your claim may be rejected and you may be precluded from any recovery from the Net Settlement Fund created in connection with the proposed Settlement of the Action.

2. Submission of this Proof of Claim and Release, however, does not assure that you will share in the proceeds of the Settlement of the Action.

3. THE COURT-APPOINTED SETTLEMENT ADMINISTRATOR FOR THIS ACTION MUST RECEIVE YOUR COMPLETED AND SIGNED PROOF OF CLAIM AND RELEASE, ACCOMPANIED BY COPIES OF THE DOCUMENTS REQUESTED HEREIN, AT THE FOLLOWING MAILING ADDRESS OR THROUGH THE FOLLOWING WEBSITE:

*Kensington SPAC Settlement*  
Settlement Administrator  
c/o Verita Global  
P.O. Box 301170  
Los Angeles, CA 90030-1170

1-866-891-0587

info@KensingtonSPACSettlement.com

Online submissions:

www.KensingtonSPACSettlement.com

YOUR PROOF OF CLAIM AND RELEASE MUST BE SUBMITTED ONLINE  
OR RECEIVED BY MAIL **NO LATER THAN \_\_\_\_\_, 2025.**<sup>1</sup>

If you are NOT a member of the Class, as defined in the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear (the “Notice”), DO NOT submit a Proof of Claim and Release.

4. If you are a member of the Class, you will be bound by the terms of any judgment entered in the Action, including the releases provided therein, WHETHER OR NOT YOU SUBMIT A PROOF OF CLAIM AND RELEASE FORM.

## **II. CLAIMANT IDENTIFICATION**

If you held shares of Kensington Capital Acquisition Corporation (“Kensington”) Class A common stock which were eligible for redemption as of

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<sup>1</sup> Proofs of Claim and Release that are legibly postmarked no later than \_\_\_\_\_, 2025, will be treated as received on the postmark date. ***Please be advised that the U.S. Postal Service may not postmark mail which is not presented in person.***

November 23, 2020, in your name, you are the beneficial holder as well as the record holder. If, however, you held shares of Kensington Class A common stock which were eligible for redemption as of November 23, 2020, that were registered in the name of a third party, such as a nominee or brokerage firm, you are the beneficial holder and the third party is the record holder.

Use Part I of this form entitled “Claimant Identification” to identify each holder of record (“nominee”), if different from the beneficial holder, of the shares of Kensington Class A common stock which form the basis of this claim. **THIS CLAIM MUST BE FILED BY THE ACTUAL BENEFICIAL HOLDER OR THE LEGAL REPRESENTATIVE OF SUCH HOLDER OF THE SHARES UPON WHICH THIS CLAIM IS BASED.**

All joint holders must sign this claim. Executors, administrators, guardians, conservators, and trustees must complete and sign this claim on behalf of persons represented by them and their authority must accompany this claim and their titles or capacities must be stated. The last four digits of the Social Security Number (or full and complete Taxpayer Identification Number) and telephone number of the beneficial holder may be used in verifying the claim. Failure to provide the foregoing information could delay verification of your claim or result in rejection of the claim.

If you are acting in a representative capacity on behalf of a member of the Class (for example, as an executor, administrator, trustee, or other representative), you must submit evidence of your current authority to act on behalf of that Class Member. Such evidence would include, for example, letters testamentary, letters of administration, or a copy of the trust documents.

NOTICE REGARDING ELECTRONIC FILES: Certain claimants with large numbers of transactions may request to, or may be requested to, submit information regarding their transactions in electronic files. All such claimants MUST also submit a manually signed paper Proof of Claim and Release listing all of their transactions whether or not they also submit electronic copies. If you wish to submit your claim electronically, you must contact the Settlement Administrator at [edata@veritaglobal.com](mailto:edata@veritaglobal.com) to obtain the required file layout. Any file not in accordance with the required electronic filing format will be subject to rejection. Only one claim should be submitted for each separate legal entity and the complete name of the beneficial holder(s) of the securities must be entered where called for. Distribution payments must be made by check or electronic payment payable to the Authorized Claimant (beneficial account holder). The third-party filer shall not be the payee of any distribution payment check or electronic distribution payment. No electronic files will be considered to have been properly submitted unless the

Settlement Administrator issues to the claimant a written acknowledgement of receipt and acceptance of electronically submitted data.

### **III. CLAIM FORM**

Use Part II of this form entitled “Schedule of Transactions in Kensington Class A Common Stock or QuantumScape Common Stock” to supply all required details of your holdings, purchase(s), and sale(s) of Kensington Class A common stock or QuantumScape common stock. If you need more space or additional schedules, attach separate sheets giving all of the required information in substantially the same form. Sign and print or type your name on each additional sheet.

On the schedules, provide all of the requested information with respect to: (i) ***all*** of your shares of Kensington Class A common stock held by you as of November 23, 2020; (ii) evidence of the conversion of ***any*** of your shares of Kensington Class A common stock which were eligible for redemption to QuantumScape common stock; (iii) ***all*** of your purchases and sales (including any redemptions by Kensington) of shares of Kensington Class A common stock or QuantumScape common stock, after November 23, 2020, through March 2, 2023, regardless of whether such transactions resulted in a profit or a loss; and (iv) if applicable, ***all*** of your shares of QuantumScape common stock held by you as of the

close of the market on March 2, 2023. Failure to report all such transactions may result in the rejection of your claim.

List these transactions separately and in chronological order, (i) by number of shares of Kensington Class A common stock held as of November 23, 2020, (ii) by the conversion of *any* of your shares of Kensington Class A common stock which were eligible for redemption to QuantumScape common stock, (iii) by purchase and sale date for all shares of Kensington Class A common stock or QuantumScape common stock after November 23, 2020, through March 2, 2023, beginning with the earliest, (iv) then, if applicable, by number of shares of QuantumScape common stock held as of the close of the market on March 2, 2023. You must accurately provide the month, day, and year of each transaction you list.

Copies of stockbroker confirmation slips, stockbroker statements, or other documents evidencing: (i) your holdings of Kensington Class A common stock as of November 23, 2020; (ii) the conversion of *any* of your shares of Kensington Class A common stock which were eligible for redemption to QuantumScape common stock; (iii) your subsequent purchases and sales of Kensington Class A common stock or QuantumScape common stock after November 23, 2020, through March 2, 2023; and (iv) your holdings of QuantumScape common stock as of the close of the market on March 2, 2023, should be attached to your claim. If any such documents are not in your possession, please obtain a copy or equivalent documents from your

broker because these documents are necessary to prove and process your claim. Failure to provide this documentation could delay verification of your claim or result in rejection of your claim.

PLEASE NOTE: As set forth in the Plan of Allocation, each Authorized Claimant shall receive his, her, its, or their *pro rata* share of the Net Settlement Fund. If the prorated payment to any Authorized Claimant calculates to less than \$10.00, it will not be included in the calculation and no distribution will be made to that Authorized Claimant.



COURT OF CHANCERY  
STATE OF DELAWARE

*In re Kensington-QuantumScape De-SPAC Litigation*

C.A. No. 2022-0721-JTL

PROOF OF CLAIM AND RELEASE

Must Be Received No Later Than:

\_\_\_\_\_, 2025

Please Type or Print

PART I: CLAIMANT IDENTIFICATION

\_\_\_\_\_  
Beneficial Owner's Name (First, Middle, Last)

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State or Province

\_\_\_\_\_  
Zip Code or Postal Code

\_\_\_\_\_  
Country

\_\_\_\_\_  
Last Four Digits of Social Security  
Number or  
Taxpayer Identification Number

\_\_\_\_\_  
Individual  
Corporation/Other

\_\_\_\_\_  
Area Code

\_\_\_\_\_  
Telephone Number (work)

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Area Code

---

Telephone Number (home)

---

Email Address

---

Record Owner's Name (if different from beneficial owner listed above)

PART II: SCHEDULE OF TRANSACTIONS IN KENSINGTON CLASS A  
COMMON STOCK OR QUANTUMSCAPE COMMON STOCK

A. Number of shares of Kensington Class A common stock held as of  
November 23, 2020: \_\_\_\_\_.

B. Number of shares of Kensington Class A common stock eligible for  
redemption converted to shares of QuantumScape: \_\_\_\_\_.

C. Purchases or acquisitions of shares of Kensington Class A common  
stock or QuantumScape common stock after November 23, 2020, through March 2,  
2023:

Trade Date Mo. Day Year	Number of Shares Purchased	Total Purchase Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____
6. _____	6. _____	6. _____
7. _____	7. _____	7. _____
8. _____	8. _____	8. _____
_____	_____	_____

D. Sales or dispositions of shares of Kensington Class A common stock or  
QuantumScape common stock after November 23, 2020, through March 2, 2023:

Trade Date Mo. Day Year	Number of Shares Sold	Total Sales Price
1. _____	1. _____	1. _____
2. _____	2. _____	2. _____
3. _____	3. _____	3. _____
4. _____	4. _____	4. _____
5. _____	5. _____	5. _____
6. _____	6. _____	6. _____
7. _____	7. _____	7. _____
8. _____	8. _____	8. _____
_____	_____	_____

E. Number of shares of QuantumScape common stock held as of the close of the market on March 2, 2023: \_\_\_\_\_.

If you require additional space, attach extra schedules in the same format as above. Sign and print your name on each additional page.

<p><b>***YOUR SIGNATURE ON PAGE __ WILL CONSTITUTE YOUR ACKNOWLEDGMENT OF THE RELEASE***</b></p>
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#### **IV. SUBMISSION TO JURISDICTION OF COURT AND ACKNOWLEDGMENTS**

I (We) submit this Proof of Claim and Release under the terms of the Stipulation described in the Notice. I (We) also submit to the jurisdiction of the Court of Chancery for the State of Delaware with respect to my (our) claim as a Class Member and for purposes of enforcing the release set forth herein. I (We) further acknowledge that I am (we are) bound by and subject to the terms of any judgment that may be entered in the Action. I (We) agree to furnish additional information to the Settlement Administrator to support this claim if requested to do so. I (We) have not submitted any other claim in connection with the Action and know of no other person having done so on my (our) behalf.

#### **V. RELEASE**

1. I (We) hereby acknowledge full and complete satisfaction of, and do hereby fully, finally and forever settle, release, and discharge from the Released Plaintiff's Claims (including Unknown Claims) each and all of the Released Defendant Parties as provided and defined in the Stipulation.

2. Unknown Claims include, without limitation, those claims in which some or all of the facts composing the claim may be unsuspected, undisclosed, concealed, or hidden. With respect to any and all Released Plaintiff's Claims, I (We)

stipulate and agree that I (We) shall expressly waive and relinquish, and each Class Member shall be deemed to have, and by operation of law and of the Judgment shall have, expressly waived and relinquished, to the fullest extent permitted by law, 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 of international or foreign law, which is similar, comparable, or equivalent to California Civil 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.

3. This release shall be of no force or effect unless and until the Court approves the Stipulation and the Settlement becomes effective on the Effective Date.

4. I (We) hereby warrant and represent that I (we) have not assigned or transferred or purported to assign or transfer, voluntarily or involuntarily, any matter released pursuant to this release or any other part or portion thereof.

5. I (We) hereby warrant and represent that I (we) have included information about all of my (our) holdings of Kensington Class A common stock as of November 23, 2020. I (We) have also included information about any of the conversions of my (our) Kensington Class A common stock that was eligible for redemption converted into QuantumScape common stock. In addition, I (we) have

included information about all of my (our) purchases and sales of shares of Kensington Class A common stock or QuantumScape common stock from November 23, 2020, through March 2, 2023, and, if applicable, the total number of shares of QuantumScape common stock held as of the close of the market on March 2, 2023.

I declare under penalty of perjury under the laws of the State of Delaware that the foregoing information supplied by the undersigned is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month/Year)  
in \_\_\_\_\_  
(City) (State/Country)

\_\_\_\_\_  
(Sign your name here)

\_\_\_\_\_  
(Type or print your name here)

\_\_\_\_\_  
(Capacity of person(s) signing,  
e.g., Beneficial Purchaser, Executor or  
Administrator)

**ACCURATE CLAIMS PROCESSING TAKES A  
SIGNIFICANT AMOUNT OF TIME.  
THANK YOU FOR YOUR PATIENCE.**

Reminder Checklist:

1. Please sign the above release and acknowledgement.
2. Remember to attach copies of supporting documentation.

3.     ***Do not send*** originals of certificates or other documentation as they will not be returned.
4.     Keep a copy of your Proof of Claim and Release and all supporting documentation for your records.
5.     If you desire an acknowledgment of receipt of your Proof of Claim and Release, please send it Certified Mail, Return Receipt Requested.
6.     If you move after submitting this Proof of Claim and Release, please notify the Settlement Administrator of the change in your address, otherwise you may not receive additional notices or payment.
7.     Do not use red pen or highlighter on the Proof of Claim and Release or supporting documentation. You must use black or blue ink or your claim may be deemed deficient.





**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**

IN RE KENSINGTON-QUANTUMSCAPE  
DE-SPAC LITIGATION

C.A. No. 2022-0721-JTL

**[PROPOSED] ORDER AND FINAL JUDGMENT**

On this \_\_\_\_ day of \_\_\_\_\_, 2025, a hearing having been held before the Court to determine whether the terms and conditions of the settlement proposed in the Stipulation and Agreement of Compromise, Settlement, and Release between (i) plaintiff Sheadrick Richards (“Plaintiff”), individually and on behalf of the Class (as defined below); and (ii) defendants Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, and Donald Runkle (the “Individual Defendants”) and Kensington Capital Partners, LLC (together with the Individual Defendants, the “Defendants”); and (iii) QuantumScape Corporation (“QuantumScape”) (together with Plaintiff and Defendants, the “Parties,” and each a “Party”), dated April 2, 2025 (the “Stipulation”), which is incorporated herein by reference, are fair, reasonable, and adequate for the settlement of all claims asserted against Defendants; and whether the Order and Final Judgment should be entered in the above-captioned class action (the “Action”); and the Court having considered all matters submitted to it at the hearing and otherwise;

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

1. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

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 settlement.

3. The Court finds that the mailing and internet distribution of the Notice Package: (i) were implemented in accordance with the Scheduling Order; (ii) constituted the best notice practicable under the circumstances; (iii) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of: (a) the pendency of the Action; (b) the effect of the proposed Settlement (including the releases to be provided thereunder); (c) the terms of the proposed Plan of Allocation of the Net Settlement Fund; (d) Plaintiff's Counsel's application for an award of attorneys' fees and expenses, including any application by Plaintiff for a service award; (e) their right to object to any aspect of the Settlement, the Plan of Allocation, and/or Plaintiff's Counsel's application for attorneys' fees and expenses, including any application by Plaintiff for a service award; and (f) their right to appear at the Settlement Hearing; (iv) constituted due, adequate, and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (v) satisfied the requirements of Court of Chancery Rule 23, the United States

Constitution (including the Due Process Clause), and all other applicable law and rules.

4. 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), and (b)(2) consisting of:

All Persons who held shares of Kensington Class A common stock as of the Redemption Deadline, either of record or beneficially, and who were entitled to, but did not, redeem their shares, including their heirs, successors-in-interest, successors, transferees, and assigns, but excluding the Excluded Persons. Excluded from the Class are Jagdeep Singh, Fritz Prinz, Justin Mirro, Robert Remenar, Thomas LaSorda, Anders Pettersson, Mitchell Quain, Donald Runkle, Kensington Capital Partners, LLC, Dipender Saluja, Jurgen Leohold, J.B. Straubel, Brad Buss, John Doerr, Vinod Khosla, and their legal representatives, heirs, successors, or assignees, as well as any Person, firm, trust, corporation or other entity related to or affiliated with any such excluded party (together, the “Excluded Persons”).

5. The Court also provisionally appointed Plaintiff as a representative for the Class and appointed the law firms of Robbins Geller Rudman & Dowd LLP, Robbins LLP, Herman Jones LLP, and Andrews & Springer LLC (“Plaintiff’s Counsel”) as counsel for the Class.

6. In accordance with the proposed class definition, set forth above, and for the purposes of settlement only, the Court finds that the Action is a proper class action pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) in that: (i) the Class Members are so numerous that their joinder in the Action would be impracticable; (ii) there are questions of law and fact common to the Class; (iii)

the claims of Plaintiff are typical of claims of the Class; (iv) in connection with both the prosecution of the Action and the Settlement, Plaintiff and Plaintiff's Counsel have fairly and adequately represented the interests of the Class; (v) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members; and (vi) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole. Pursuant to Court of Chancery Rule 23, for purposes of settlement only, the Court hereby finally certifies the Class, finally appoints Plaintiff as a representative of the Class, and finally appoints Plaintiff's Counsel as counsel for the Class.

7. The Settlement of this Action as provided for in the Stipulation is approved as fair, reasonable, and adequate, and in the best interests of Plaintiff and the Class.

8. Pursuant to Court of Chancery Rule 23, this Court approves the Settlement in all respects, and the Parties are hereby 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 Final Judgment.

9. The Action is hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses (except as provided in the Stipulation).

10. Upon entry of this Order and Final Judgment, Plaintiff and each and every member of the Class, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, family members, trustees, executors, administrators, estates, heirs, assigns and transferees, immediate and remote, and any person or entity acting for or on behalf of, or claiming under, any of them, and each of them, shall, or shall be deemed to, fully, finally, and forever, release, settle, and discharge the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any and all Released Plaintiff's Claims against any of the Released Defendant Parties.

11. Upon the entry of this Order and Final Judgment, Defendants, on behalf of themselves and any other Person or entity who could assert any of the Released Defendants' Claims on their behalf, and, to the fullest extent permitted by law, including in light of the releases set forth in paragraph 10 above, the other Released

Defendant Parties, shall, or shall be deemed to, fully, finally, and forever release, settle, and discharge the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims on the terms and conditions set forth in the Stipulation, and shall thereupon be forever barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

12. Plaintiff's Counsel are hereby awarded attorneys' fees, inclusive of the of litigation expenses, in the sum of \$\_\_\_\_\_, which sum the Court finds to be fair and reasonable. Such sums shall be paid pursuant to the provisions of the Stipulation. 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 or expenses in any other jurisdiction from the Released Defendant Parties. In addition, Plaintiff is awarded a service award in the amount of \$\_\_\_\_\_, to be paid from the Fee and Expense Award.

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

14. The binding effect of this Order and Final Judgment and the obligations of Plaintiff, Class Members, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys' fees and expenses or the Plan of Allocation.

15. The Parties and all Class Members shall be and are deemed bound by the Stipulation and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Plaintiff's Claims against all Released Defendant Parties and the release of all Released Defendants' Claims against all Released Plaintiff Parties, 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. If the Effective Date does not occur: (i) this Order and Final Judgment shall be rendered null and void and shall be vacated; (ii) all orders entered and releases delivered in connection herewith shall be null and void; (iii) 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; (iv) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice in any way; (v) 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 or expenses incurred in connection with the Action; and (vi) 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.

17. The Stipulation is not a finding or evidence of the validity or merit of any of the claims or defenses alleged or asserted in any such action or proceeding. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action, any wrongdoing by Plaintiff, Defendants, any Class Member, or any of the Released Defendant Parties or Released Plaintiff Parties. Neither the Stipulation, nor any of the terms and provisions of the Stipulation, 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, (i) 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 Released Plaintiff Parties, or of any infirmity of any defense, or of any damage to Plaintiff or any other Class Member, or any lack of merit of any claim, or lack of damages to Plaintiff or any other Class Member, or (b) otherwise 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 (ii) shall otherwise be admissible, referred to, or used in any proceeding of any nature, for any purpose whatsoever; provided, however, that the Order and Final Judgment may be introduced in any proceeding subject to Rule 408 of the Delaware Rules of Evidence and any and all other state and federal law corollaries thereto, whether in the Court or otherwise, as may be necessary to argue and establish that the Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect or to otherwise consummate or enforce the Settlement and Order and Final Judgment or to secure any insurance rights or proceeds of any of the Released Defendant Parties or Released Plaintiff Parties or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

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

19. Without further order of the Court, the Parties may 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 and Final Judgment.

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

IT IS HEREBY ORDERED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Vice Chancellor J. Travis Laster