



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. Subsequently, the parties agreed to modify the provisionally certified class, for settlement purposes only, as 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 who obtained shares by operation of law, 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”).

5.6. Pursuant to the Scheduling Order, ~~T~~he 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.

~~6.7.~~ 7. 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.~~8. 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.~~9. 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.~~10. The Action is hereby dismissed with prejudice, on the merits, and without fees, costs, or expenses (except as provided in the Stipulation).

~~10.~~11. 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.~~12. 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 ~~11~~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.~~13. 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.~~14. 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.~~15. 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.~~16. 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.~~17. 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.~~18. 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.~~19. 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.~~20. 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.~~21. 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.

Vice Chancellor J. Travis Laster