

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE STRAIGHT PATH
COMMUNICATIONS INC.
CONSOLIDATED STOCKHOLDER
LITIGATION

C.A. No. 2017-0486-SG

**STIPULATION AND AGREEMENT OF SETTLEMENT,
COMPROMISE, AND RELEASE WITH DEFENDANT DAVIDI JONAS**

This Stipulation and Agreement of Settlement, Compromise, and Release With Defendant Davidi Jonas, dated August 12, 2022 (the “**Stipulation**”), is entered into by and among: (i) Lead Plaintiff and Class Representative Ardell Howard (“**Lead Plaintiff**”), on behalf of herself and the Class (as defined in Paragraph 1(f) below); (ii) defendant Davidi Jonas (“**D. Jonas**” or “**Settling Defendant**”); and (iii) non-party Verizon Communications Inc. (“Verizon”) (Lead Plaintiff, D. Jonas, and Verizon, together, the “**Settling Parties**”).¹ Subject to the terms and conditions set forth herein and the approval of the Court of Chancery of the State of Delaware (the “**Court**”) under Delaware Court of Chancery Rule 23, the Settlement embodied in this Stipulation is intended to be a full and final disposition of the claims asserted

¹ All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Paragraph 1 below.

against Settling Defendant in the above-captioned stockholder class action (the “**Action**”).

This Stipulation does not release, resolve, compromise, settle, or discharge any claims brought by Lead Plaintiff against non-settling defendants Howard Jonas, The Patrick Henry Trust, or IDT Corporation (together with its parents, affiliates, subsidiaries, officers, directors, predecessors, successors, and assigns, “**IDT**”) (collectively, “**Non-Settling Defendants**,” and together with D. Jonas, “**Defendants**”).

WHEREAS:

A. On July 5, 2017, former co-lead plaintiff JDS1 LLC (“**JDS1**”) filed a Verified Class Action and Derivative Complaint against IDT Corporation (“**IDT**”), The Patrick Henry Trust, Howard Jonas, D. Jonas, K. Chris Todd, William F. Weld, and Fred S. Zeidman (the “**JDS1 Action**”).

B. On July 11, 2017, former co-lead plaintiff the Arbitrage Fund (“**TAF**”) filed a Verified Class Action Complaint against IDT Corporation, Howard Jonas, and The Patrick Henry Trust (the “**TAF Action**”).

C. On July 14, 2017, plaintiffs JDS1 and TAF filed a Stipulation and Proposed Order for Consolidation.

D. On July 24, 2017, the Court granted plaintiffs JDS1 and TAF’s Stipulation and Order for Consolidation, consolidating the JDS1 Action and the TAF

Action (the “**Consolidated Action**”), appointing JDS1 and TAF as co-lead plaintiffs in the Consolidated Action, and appointing Bernstein Litowitz Berger & Grossmann LLP (“BLB&G”), Labaton Sucharow LLP (“Labaton”) and Entwistle & Cappucci LLP (“Entwistle”) as co-lead counsel in the Consolidated Action.

E. On July 26, 2017, the Court entered a Stipulation and Order of Dismissal of Certain Defendants Without Prejudice, which dismissed K. Chris Todd, William F. Weld, and Fred S. Zeidman (collectively, the “**Special Committee Directors**”) as defendants without prejudice.

F. On August 14, 2017, Defendants filed motions to dismiss.

G. On August 29, 2017, plaintiffs JDS1 and TAF filed a Verified Consolidated Amended Class Action and Derivative Complaint (the “**Amended Complaint**” or “**Complaint**”) against IDT, Howard Jonas, D. Jonas, and The Patrick Henry Trust, and nominal Defendant Straight Path Communications, Inc. (“**Straight Path**”). The Amended Complaint asserted breach of fiduciary duty claims against Howard Jonas, Davidi Jonas, and The Patrick Henry Trust in connection with the Acquisition, and a claim for aiding and abetting those breaches of fiduciary duty against IDT.

H. On September 13, 2017, the IDT Defendants and D. Jonas each filed Motions to Dismiss the Amended Complaint.

I. On September 24, 2017, the IDT Defendants and D. Jonas each filed their Opening Briefs in Support of their Motions to Dismiss the Amended Complaint.

J. On October 13, 2017, plaintiffs JDS1 and TAF filed their brief in opposition to IDT Defendants' and Davidi Jonas's Motions to Dismiss the Amended Complaint.

K. On October 26, 2017, the IDT Defendants and D. Jonas each filed their reply briefs in further support of their Motions to Dismiss the Amended Complaint.

L. On November 3, 2017, the Court held oral argument on Defendants' motions to dismiss.

M. On November 20, 2017, the Court entered a Letter Order staying discovery in the Action on the basis that the direct and derivative claims asserted in the Complaint would not be ripe until the Acquisition either closed or failed.

N. On July 3, 2018, the Court entered an Order denying Defendants' Motions to Dismiss, except with respect to Count IV of the Amended Complaint for a declaratory judgment prior to the closing of the Acquisition and the imposition of a constructive trust, which was dismissed as moot.

O. On July 13, 2018, the IDT Defendants filed an application for certification of an interlocutory appeal.

P. On July 23, 2018, plaintiffs JDS1 and TAF filed their Opposition to the IDT Defendants' Application for Certification of an Interlocutory Appeal.

Q. On July 26, 2018, the Court issued a Letter Opinion and Order certifying an interlocutory appeal of the Court's Memorandum Order denying Defendants' motions to dismiss.

R. On July 27, 2018, the IDT Defendants filed their Notice of Appeal from an Interlocutory Order.

S. On August 3, 2018, the Delaware Supreme Court accepted the interlocutory appeal.

T. On August 8, 2018, the Court entered a Stipulation and Order Regarding Further Proceedings which, among other things, stayed discovery pending the Delaware Supreme Court's decision on the interlocutory appeal.

U. On February 22, 2019, the Delaware Supreme Court issued an order affirming this Court's order denying Defendants' motions to dismiss.

V. On March 5, 2019, the IDT Defendants and D. Jonas each filed their Answers to the Amended Complaint.

W. On March 12, 2019, the Delaware Supreme Court issued a Mandate affirming the Court's order denying Defendants' motions to dismiss.

X. Discovery commenced in March 2019 and substantially concluded in March 2021. During that period, co-lead counsel served seven sets of requests for

production (including 147 individual requests for production), nine sets of interrogatories (including 165 individual interrogatories), and three sets of requests for admission (including 41 individual requests for admission), and served subpoenas on 14 third parties. Co-lead counsel reviewed over 450,000 documents, consisting of over 3,400,000 pages, produced in this Action by parties and third parties. Co-lead counsel have deposed 22 witnesses (including nine expert witnesses) and defended 13 witnesses (including six expert witnesses). Approximately 350 hours of deposition time has been taken in this case. The parties also exchanged 18 expert reports (including 10 opening and 8 rebuttal expert reports).

Y. On January 24, 2020, JDS1 and TAF filed a Motion for Class Certification.

Z. On October 14, 2020, Ardell Howard moved to intervene as an additional plaintiff under Rule 24 or, alternatively, for permissive joinder under Rule 20(a) (the “**Intervention Motion**”).

AA. On November 24, 2020, the Court heard oral argument on the Intervention Motion.

BB. On July 2, 2021, the IDT Defendants filed their brief in Opposition to the Class Certification Motion and D. Jonas filed a Joinder in IDT Defendants’ Opposition to the Class Certification Motion.

CC. The IDT Defendants and D. Jonas each filed Motions for Summary Judgment on July 6, 2021.

DD. On July 20, 2021, the Court granted Ardell Howard's Intervention Motion.

EE. On August 2, 2021, JDS1 and TAF filed their Reply Brief in Further Support of the Class Certification Motion.

FF. On August 5, 2021, JDS1 and TAF filed their Omnibus Answering Brief in Opposition Defendants' Motions for Summary Judgment.

GG. On August 26, 2021, the IDT Defendants and D. Jonas each filed reply briefs in support of their respective Motions for Summary Judgment.

HH. On September 27, 2021, Defendants filed a Sur-reply in further opposition to the Class Certification Motion.

II. On October 7, 2021, JDS1 and TAF filed a Sur-sur-reply in further support of the Class Certification Motion.

JJ. On November 9, 2021, the Court held oral argument on both (i) the Class Certification Motion, and (ii) Defendants' Motions for Summary Judgment.

KK. On February 17, 2022, the Court issued a Memorandum Opinion denying Defendants' Motions for Summary Judgment.

LL. On March 10, 2022, JDS1 withdrew from the case as a co-lead plaintiff and proposed class representative.

MM. On March 11, 2022, the Court issued a Memorandum Opinion pertaining to the Class Certification Motion that (i) ordered an evidentiary hearing pertaining to TAF's adequacy to serve as a class representative and (ii) did not address "the Rule 23(a) factors of typicality, adequacy, commonality, and numerosity, or the Rule 23(b) framework[.]"

NN. On March 16, 2022, Ardell Howard filed a Motion for Appointment as Class Representative and Co-Lead Plaintiff (the "**Ardell Howard Appointment Motion**").

OO. On May 5, 2022, Defendants filed an opposition to the Ardell Howard Appointment Motion.

PP. On May 9, 2022, Lead Plaintiff filed a reply brief in support of the Ardell Howard Appointment Motion.

QQ. On May 11, 2022, the Court heard oral argument on the Ardell Howard Appointment Motion.

RR. On May 11-12, 2022, the Court held an evidentiary hearing regarding TAF's adequacy to serve as lead plaintiff and class representative.

SS. On May 16, 2022, the Court issued a bench ruling that (i) appointed Ardell Howard as lead plaintiff and class representative and (ii) denied TAF's motion to be appointed as lead plaintiff and class representative.

TT. On May 18, 2022, the parties participated in a mediation before Vice Chancellor Paul A. Fioravanti, Jr.

UU. On June 9, 2022, the Court entered an Order Appointing Ardell Howard as Lead Plaintiff and Class Representative. The order appointed BLB&G and Labaton as co-lead counsel (together, “Lead Counsel”) and The Weiser Law Firm, P.C. as “Additional Counsel” to Lead Plaintiff Ardell Howard.

VV. On June 14, 2022, the Court entered an Order Granting Motion for Class Certification and certifying a non-opt-out class pursuant to Court of Chancery Rules 23(a) and 23(b)(1).

WW. As a result of extensive arms’-length negotiations, the Settling Parties reached an agreement in principle to settle the claims asserted in the Action against D. Jonas for \$12,500,000 in cash, subject to Court approval. The Settling Parties’ agreement-in-principle was memorialized in the Settlement Term Sheet with Defendant Davidi Jonas and Non-Party Verizon Communications Inc. executed on June 20, 2022 (the “**Term Sheet**”). This Stipulation (together with the Exhibits hereto), which has been duly executed by the undersigned signatories on behalf of their respective clients, reflects the final and binding agreement among the Settling Parties and supersedes the Term Sheet.

XX. On June 21, 2022, Lead Plaintiff filed a motion to sever and stay her claims against D. Jonas (the “**Motion to Sever and Stay**”). The Motion to Sever

and Stay informed the Court of Lead Plaintiff's agreement-in-principle with D. Jonas and his indemnitor, Verizon, to settle the claims against D. Jonas, subject to Court approval. The Motion to Sever and Stay also requested that the Court enter an order severing Lead Plaintiff's claims against D. Jonas from her claims against Non-Settling Defendants and staying Lead Plaintiff's claims against D. Jonas pending the Court's consideration and approval of the proposed Settlement.

YY. Lead Plaintiff, through Lead Counsel, has conducted an investigation and pursued extensive discovery relating to the claims and the underlying events and transactions alleged in the Action. Lead Counsel has analyzed the evidence adduced during their investigation and fact discovery as described above, and has also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. This investigation and the settlement negotiations among the Settling Parties, as well as the Court's February 17, 2022 Memorandum Opinion denying Defendants' Motions for Summary Judgment, Lead Counsel's discussions with Verizon's representatives and independent analysis of Verizon's indemnification obligation for D. Jonas, and the status of negotiations with the Non-Settling Defendants, have provided Lead Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Lead Plaintiff's position and Settling Defendant's position in this litigation, as well as the benefits of reaching this Settlement in advance of trial.

ZZ. Based upon their investigation and prosecution of the Action, Lead Plaintiff and Lead Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Lead Plaintiff and the other members of the Class and in their best interests. Based on her direct oversight of the prosecution of this matter, along with the input of Lead Counsel, Plaintiff has agreed to settle the claims asserted in the Action against Settling Defendant pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Lead Plaintiff and the other members of the Class will receive from the Settlement; (ii) the attendant risks of litigation of the claims asserted against Settling Defendant; and (iii) the desirability of permitting the Settlement to be consummated as provided by the terms of this Stipulation. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of a concession by Lead Plaintiff of any infirmity in the claims asserted in the Action.

AAA. Settling Defendant denies all allegations of wrongdoing, fault, liability, or damage to Lead Plaintiff and as well as each and every other member of the Class, and further denies that Lead Plaintiff has asserted a valid claim against him. Settling Defendant further denies that he engaged in any wrongdoing or committed any violation of law or breach of duty and believes that he acted properly, in good faith, and in a manner consistent with his legal duties and is entering into the Settlement and this Stipulation in cooperation with Verizon, solely to avoid the burden and

expense of continued litigation and to resolve each of the Released Plaintiff's Claims as against the Released Settling Defendant's Persons. The Settlement and this Stipulation shall in no event be construed as, or deemed to be, evidence of or an admission or concession on the part of Settling Defendant with respect to any claim or factual allegation or of any fault or liability or wrongdoing or damage whatsoever or any infirmity in the defenses that Settling Defendant has or could have asserted.

BBB. The Settling Parties recognize that the Action has been filed and prosecuted by Lead Plaintiff in good faith and defended by Settling Defendant in good faith and further that the Settlement Amount to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arms'-length, in good faith, and reflect an agreement that was reached voluntarily after consultation with experienced legal counsel.

NOW THEREFORE, it is **STIPULATED AND AGREED**, by and among Lead Plaintiff (individually and on behalf of the Class), D. Jonas, and Verizon that, subject to the approval of the Court under Court of Chancery Rule 23, for good and valuable consideration set forth herein and conferred on Lead Plaintiff and the Class, the sufficiency of which is acknowledged, the claims asserted in the Action against Settling Defendant shall be finally and fully settled, compromised, and dismissed with prejudice, and that the Released Plaintiff's Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against

the Released Settling Defendant's Persons, and that the Released Settling Defendant's Claims shall be finally and fully compromised, resolved, discharged, settled, and dismissed with prejudice against the Released Plaintiff's Persons, in the manner 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 any Exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

(a) “**Acquisition**” means Verizon's acquisition of Straight Path on February 28, 2018.

(b) “**Acquisition Consideration**” means shares of Verizon stock paid in connection with the Acquisition worth a cash equivalent of \$184.00 per share of Straight Path Class B common stock.

(c) “**Additional Counsel**” means The Weiser Law Firm, P.C.

(d) “**Amended Complaint**” or “**Complaint**” means the Verified Consolidated Amended Class Action and Derivative Complaint filed in the Action on August 29, 2017 (Transaction ID 61042271), which Lead Plaintiff adopted in her declaration in support of her motion to intervene/for permissive joinder on October 13, 2020.

(e) “**Cede**” means Cede & Co., Inc.

(f) “**Class**” means the class certified by the Court in its June 14, 2022 opinion and order and is defined as all record and beneficial holders of Straight Path Class B Common Stock, as of February 28, 2018 (the date of the consummation of Verizon’s acquisition of Straight Path) (the “**Closing**”), who received Acquisition Consideration, together with their respective successors and assigns. Excluded from the Class are (i) Defendants and the Immediate Family Members of the Individual Defendants; (ii) Straight Path; (iii) any parent, subsidiary, or affiliate of IDT, Straight Path, or The Patrick Henry Trust; (iv) any person or entity who is or was as of the Closing a partner, executive officer, director, or controlling person of any of the foregoing; (v) any entity in which any of the foregoing has or had as of Closing a controlling interest; (vi) Defendants’ directors’ and officers’ liability insurance carriers, and any parents, affiliates, or subsidiaries thereof; and (vii) the legal representatives, agents, heirs, successors, and assigns of any such excluded party (each of the foregoing, an “**Excluded Stockholder**,” and together, the “**Excluded Stockholders**”).

(g) “**Class Counsel**” means Lead Counsel, Additional Counsel, Entwistle & Cappucci LLP, and any other legal counsel who, at the direction and under the supervision of Lead Counsel, performed services on behalf of the Class in the Action.

(h) “**Class Member**” means a member of the Class.

(i) “**Defendants**” means, collectively, Settling Defendant and Non-Settling Defendants.

(j) “**DTC**” means the Depository Trust & Clearing Corporation, including its subsidiary the Depository Trust Company.

(k) “**DTC Participants**” means the DTC participants to which DTC distributed the Merger Consideration.

(l) “**Effective Date**” means the first date by which all of the events and conditions specified in Paragraph 31 of this Stipulation have been met and have occurred or have been waived.

(m) “**Escrow Account**” means the account maintained by Bernstein Litowitz Berger & Grossmann LLP at Citibank, N.A. into which the Settlement Amount shall be deposited.

(n) “**Escrow Agent**” means Citibank, N.A.

(o) “**Final**,” when referring to the Judgment or any other court order, means (i) if no appeal is filed, the expiration date of the time provided for filing or noticing any motion for reconsideration, reargument, appeal, or other review of the order; or (ii) if there is an appeal from the Judgment or order, (a) the date of final dismissal of all such appeals, or the final dismissal of any proceeding on certiorari, reconsideration, or otherwise, or (b) the date the judgment or order is finally affirmed on an appeal, the expiration of the time to file a petition for a writ of certiorari,

reconsideration, reargument, or other form of review, or the denial of a writ of certiorari, reconsideration, reargument, or other form of review, and, if certiorari, reconsideration, or other form of review is granted, the date of final affirmance following review pursuant to that grant; provided, however, that any disputes or appeals relating solely to (i) the amount, payment, or allocation of attorneys' fees and expenses or (ii) the plan of allocation of the Settlement proceeds (as submitted or subsequently modified) 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 the Judgment.

(p) “**Immediate Family Members**” means children, stepchildren, parents, stepparents, spouses, siblings, mothers-in-law, fathers-in-law, sons-in-law, daughters-in-law, brothers-in-law, and sisters-in-law. As used in this Paragraph, “spouse” shall mean a husband, a wife, or a partner in a state-recognized domestic relationship or civil union.

(q) “**Individual Defendants**” means Davidi Jonas and Howard Jonas.

(r) “**Judgment**” means the Order and Final Judgment, substantially in the form attached hereto as **Exhibit D**, to be entered by the Court approving the Settlement.

(s) “**Lead Counsel**” means Bernstein Litowitz Berger & Grossmann LLP and Labaton Sucharow LLP.

(t) “**Litigation Expenses**” means costs and expenses incurred in connection with commencing, prosecuting, and settling the Action through June 20, 2022, for which Lead Counsel intend to apply to the Court for payment from the Settlement Fund.

(u) “**Net Settlement Fund**” means the Settlement Fund less: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys’ fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any incentive award to Lead Plaintiff to be deducted solely from any award of attorneys’ fees and Litigation Expenses; and (iv) any other costs or fees approved by the Court.

(v) “**Notice**” means the Notice of Pendency of Stockholder Class Action and Proposed Settlement with Defendant Davidi Jonas, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit B**, which is to be mailed (or emailed) to Class Members.

(w) “**Notice and Administration Costs**” means the costs, fees, and expenses that are incurred by the Settlement Administrator and/or Lead Counsel in connection with: (i) providing notice to the Class; and (ii) administering the Settlement, including but not limited to the costs, fees, and expenses incurred in connection with the Escrow Account.

(x) “**Plan of Allocation**” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

(y) “**Released Claims**” means, collectively, the Released Plaintiff’s Claims and the Released Settling Defendant’s Claims.

(z) “**Released Plaintiff’s Claims**” means all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden, direct or indirect, legal or equitable, and whether arising under federal, state, or foreign law that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Action or in any other court, tribunal, or proceeding by Lead Plaintiff, JDS1, TAF, or any other member of the Class, individually, or as a member of the Class directly (in their capacities as former Straight Path stockholders) against the Released Settling Defendant’s Persons that *both* (i) arise out of or relate to the ownership of Straight Path Class B Common Stock as of February 28, 2018 (the date of the consummation of the Acquisition) and (ii) arise out of or relate to the allegations, transactions, facts, matters, representations, or omissions involved, set forth, or referred to in the Complaint. Released Plaintiff’s Claims do not cover, include, or release: (i) claims against the Non-Settling Defendants, together with

their parents, affiliates, subsidiaries, officers, directors, predecessors, successors, and assigns (except for D. Jonas and Verizon); (ii) claims against the Released Settling Defendant's Persons arising from conduct occurring after the Effective Date; or (iii) claims relating to the enforcement of the Settlement ("**Excluded Plaintiff's Claims**").

(aa) "**Released Plaintiff's Persons**" means Lead Plaintiff, JDS1, TAF all other Class Members, and Class Counsel, and their respective current and former heirs, spouses, children, executors, administrators, officers, directors, shareholders, interest holders, managers, partnerships, partners, trustees, trusts, controlled entities, advisors, members, representatives, parents, affiliates, subsidiaries, estates, agents, employees, predecessors, predecessors-in-interest, successors, successors-in-interest, beneficiaries, assigns, assignees, insurers, controlled entities, attorneys, and counsel.

(bb) "**Released Persons**" means, collectively, the Released Plaintiff's Persons and the Released Settling Defendant's Persons.

(cc) "**Released Settling Defendant's Claims**" means all rights, liabilities, suits, debts, obligations, demands, damages, losses, judgments, matters, issues, claims, and causes of action of every nature and description whatsoever, whether known claims or Unknown Claims, contingent or absolute, mature or not mature, liquidated or unliquidated, accrued or not accrued, concealed or hidden,

direct or indirect, legal or equitable, and whether arising under federal, state, or foreign law that are, have been, could have been, could now be, or in the future could, can, or might be asserted in the Action or in any other court, tribunal, or proceeding arising out of or relating to this litigation, including without limitation, all actions taken by Lead Plaintiff, JDS1, and/or TAF in connection with the initiation, prosecution, and settlement of the Action. Released Settling Defendant's Claims do not cover, include, or release (i) claims against the Released Settling Plaintiff's Persons arising from conduct occurring after the Effective Date or (ii) claims relating to the enforcement of the Settlement ("**Excluded Settling Defendant's Claims**").

(dd) "**Released Settling Defendant's Persons**" means D. Jonas and his heirs, spouse, children, executors, administrators, trustees, estates, agents, employees, predecessors, predecessors-in-interest, successors, successors-in-interest, beneficiaries, assigns, advisors, counsel, and representatives (including Verizon, its affiliates, subsidiaries, controlled entities, predecessors, successors, and all of their past and present officers, directors, shareholders, interest holders, members, partners, attorneys, agents, employees, managers, representatives, and successors in interest). Notwithstanding the foregoing, the Settling Defendant's Released Persons do not include any of the Non-Settling Defendants or any of their

parents, affiliates, subsidiaries, officers, directors, predecessors, successors, and assigns (except for D. Jonas and Verizon).

(ee) “**Releases**” means the releases set forth in Paragraphs 3-4 of this Stipulation.

(ff) “**Scheduling Order**” means the Order, substantially in the form attached hereto as **Exhibit A**, directing notice of the Settlement and scheduling Settlement-related events.

(gg) “**Settlement**” means the partial settlement resolving this Action against Settling Defendant on the terms and conditions set forth in this Stipulation.

(hh) “**Settlement Administrator**” means the settlement administrator selected by Lead Plaintiff to provide notice to the Class and administer the settlement.

(ii) “**Settlement Amount**” means \$12,500,000 (United States Dollars) in cash.

(jj) “**Settlement Fund**” means the Settlement Amount plus any and all interest earned thereon.

(kk) “**Settlement Hearing**” means the hearing to be set by the Court under Delaware Court of Chancery Rule 23 to consider, among other things, final approval of the Settlement.

(ll) “**Settling Defendant’s Counsel**” means the law firm Potter Anderson & Corroon LLP.

(mm) “**Straight Path**” means Straight Path Communications, Inc.

(nn) “**Summary Notice**” means the Summary Notice of Pendency of Stockholder Class Action and Proposed Settlement with Defendant Davidi Jonas, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as **Exhibit C**, to be published as set forth in the Scheduling Order.

(oo) “**Taxes**” means: (i) all federal, state, and/or local taxes of any kind on any income earned by the Settlement Fund; and (ii) the reasonable expenses and costs incurred by Class Counsel in connection with determining the amount of, and paying, any taxes owed by the Settlement Fund (including, without limitation, expenses of tax attorneys and accountants).

(pp) “**Unknown Claims**” means any Released Plaintiff’s Claims which Lead Plaintiff or any other Class Member does not know or suspect to exist in his, her, or its favor at the time of the release of such claims, and any Released Settling Defendant’s Claims which Settling Defendant or Verizon does not know or suspect to exist in his or its favor at the time of the release of such claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to this Settlement. With respect to any and all Released Claims, the Settling Parties stipulate and agree that, upon the Effective Date of the Settlement, Lead Plaintiff,

Settling Defendant, and Verizon shall expressly waive, and each of the other Class Members shall be deemed to have waived, and by operation of the Judgment shall have expressly waived, any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law 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.

Lead Plaintiff, Settling Defendant, and Verizon acknowledge, and each of the other Class Members shall be deemed by operation of law to have acknowledged, that the foregoing waiver was separately bargained for and a key element of the Settlement

(qq) “**Verizon**” means Verizon Communications Inc.

(rr) “**Verizon’s Counsel**” means Michael Holden, Vice President & Deputy General Counsel, and Jack Minnear, Associate General Counsel, Litigation, of Verizon; and Greenberg Traurig, LLP.

II. RELEASE OF CLAIMS

2. The obligations incurred pursuant to this Stipulation are in consideration of: (i) the full and final disposition of the Action as against Settling Defendant only; and (ii) the Releases provided for herein.

3. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, Lead Plaintiff and each and every other member of the Class (including JDS1 and TAF), on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, 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, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Plaintiff's Claims against Settling Defendant and the other Released Settling Defendant's Persons, and shall forever be barred and enjoined from prosecuting any and all Released Plaintiff's Claims against any of the Released Settling Defendant's Persons. This Release shall not apply to any of the Excluded Plaintiff's Claims. Pursuant to 10 *Del. C.* § 6304(b) and any similar laws or statutes, the Parties hereby agree that damages recoverable for any injury arising out of or relating to the claims asserted in the Action, or the subject matter of the Action, against the Non-Settling Defendants or any alleged tortfeasor other than the Released Defendant's Persons will be reduced by the greater of (i) the Settlement

Amount or (ii) the *pro rata* share of the liability or responsibility for such damages, if any, of the Settling Defendant or any other Released Defendant's Persons, should it be determined that the Settling Defendant or any other Released Defendant's Persons are joint tortfeasors. This language is intended to comply with 10 *Del. C.* § 6304(b) and any similar laws or statutes so as to preclude liability of the Settling Defendant or any other Released Defendant's Persons to any other alleged tortfeasors for contribution, whether denominated as contribution, indemnification, or otherwise.

4. Pursuant to the Judgment, without further action by anyone, upon the Effective Date of the Settlement, D. Jonas and Verizon, on behalf of themselves and any and all of their respective successors-in-interest, successors, predecessors-in-interest, predecessors, representatives, 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, together with their predecessors-in-interest, predecessors, successors-in-interest, successors, and assigns, each of the foregoing in their capacities as such only, shall be deemed to have, and by operation of law and of the Judgment shall have, fully, finally, and forever compromised, settled, released, resolved, relinquished, waived, and discharged any and all Released Settling Defendant's Claims against Lead Plaintiff and the other Released Plaintiff's Persons, and shall forever be barred and enjoined

from prosecuting any and all Released Settling Defendant's Claims against any of the Released Plaintiff's Persons. This Release shall not apply to any of the Excluded Settling Defendant's Claims.

5. Notwithstanding Paragraphs 3-4 above, nothing in the Judgment shall bar any action by any of the Settling Parties to enforce or effectuate the terms of this Stipulation or the Judgment.

III. SETTLEMENT CONSIDERATION

6. In consideration of the settlement of the Released Plaintiff's Claims against the Released Settling Defendant's Persons, Verizon shall pay or caused to be paid the full amount of the \$12,500,000 Settlement Amount into the Escrow Account by wire transfer as follows: (i) \$1,000,000 shall be paid into the Escrow Account no later than ten (10) business days after the later of (a) Verizon's Counsel's receipt via email to jack.minnear@verizon.com and michael.holden@verizon.com of notice of entry of the Scheduling Order or (b) Verizon's Counsel's receipt via email to jack.minnear@verizon.com and michael.holden@verizon.com of satisfactory payment instructions, including wiring instructions that include the bank name, ABA routing number, account name, and account number, and a satisfactory signed W-9 reflecting a valid Settlement Fund name, Settlement Fund address, and Settlement Fund taxpayer identification number for the qualified settlement fund in which the Settlement Amount is to be deposited, and any other W-9s reasonably

required by Verizon; and (ii) \$11,500,000 shall be paid into the Escrow Account no later than ten (10) business days prior to the date of the Settlement Hearing. If Verizon fails to cause the full payment of the Settlement Amount in a timely manner, Lead Plaintiff may seek an executable judgment compelling payment of the Settlement Amount or exercise her right under Paragraph 33 below to terminate the Settlement. Payment of the Settlement Amount shall be made by wire transfer into the Escrow Account; payment shall not be made by check. For the avoidance of doubt, D. Jonas is not and shall in no way be responsible for payment of the Settlement Amount.

IV. USE OF SETTLEMENT FUND

7. The Settlement Fund shall be used to pay: (i) any Taxes; (ii) any Notice and Administration Costs; (iii) any attorneys' fees and/or Litigation Expenses awarded by the Court from the Settlement Fund, including any incentive award to Lead Plaintiff to be deducted solely from any award of attorneys' fees and Litigation Expenses; and (iv) any other costs and fees approved by the Court. The balance remaining in the Settlement Fund, that is, the Net Settlement Fund, shall be distributed to Class Members pursuant to the proposed Plan of Allocation or such other plan of allocation approved by the Court.

8. Except as provided herein or pursuant to orders of the Court, the Net Settlement Fund shall remain in the Escrow Account prior to the Effective Date. All

funds held by the Escrow Agent shall be deemed to be in the custody of the Court and shall remain subject to the jurisdiction of the Court until such time as the funds shall be distributed or returned pursuant to the terms of this Stipulation and/or further order of the Court. The Escrow Agent shall invest any funds in the Escrow Account exclusively in United States Treasury Bills (or a mutual fund invested solely in such instruments) and shall collect and reinvest all interest accrued thereon, except that any residual cash balances up to the amount that is insured by the FDIC may be deposited in any account that is fully insured by the FDIC. In the event that the yield on United States Treasury Bills is negative, in lieu of purchasing such Treasury Bills, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States. Additionally, if short-term placement of the funds is necessary, all or any portion of the funds held by the Escrow Agent may be deposited in any account that is fully insured by the FDIC or backed by the full faith and credit of the United States.

9. The Settling Parties agree that the Settlement Fund is intended to be a Qualified Settlement Fund within the meaning of Treasury Regulation § 1.468B-1 and that BLB&G, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall be solely responsible for filing or causing to be filed all informational and other tax returns as may be necessary or

appropriate (including, without limitation, the returns described in Treasury Regulation §1.468B-2(k)) for the Settlement Fund. BLB&G shall also be responsible for causing payment to be made from the Settlement Fund of any Taxes owed with respect to the Settlement Fund. The Released Settling Defendant's Persons shall not have any liability or responsibility for any such Taxes. As required by Treasury Regulation §1.468B-3(e), Verizon will timely provide to BLB&G the statement described in such Treasury Regulation and will attach a copy of such statement to its federal income tax return. BLB&G, as administrator of the Settlement Fund within the meaning of Treasury Regulation §1.468B-2(k)(3), shall timely make such elections as are necessary or advisable to carry out this Paragraph, including, as necessary, making a "relation back election," as described in Treasury Regulation §1.468B-1(j), to cause the Qualified Settlement Fund to come into existence at the earliest allowable date, and shall take or cause to be taken all actions as may be necessary or appropriate in connection therewith.

10. All Taxes shall be paid out of the Settlement Fund, and shall be timely paid, or caused to be paid, by BLB&G and without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with the previous Paragraph and in all events shall reflect that all Taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein.

11. The Settlement is not a claims-made settlement. Upon the occurrence of the Effective Date, neither Verizon, Settling Defendant, their insurance carriers, the other Released Settling Defendant's Persons, or any other person or entity who or which paid any portion of the Settlement Amount shall have any right to the return of the Settlement Fund or any portion thereof for any reason whatsoever.

12. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Lead Counsel may pay from the Settlement Fund, without further approval from Verizon or Settling Defendant, or further order of the Court, all Notice and Administration Costs actually incurred and paid or payable, up to \$250,000. ("Notice and Administration Costs Cap"). Following the Effective Date, Lead Counsel may pay from the Escrow Account, without further approval from Verizon or Settling Defendant or further of the Court, all Notice and Administration Costs exceeding the Notice and Administration Costs Cap. Such costs and expenses shall include, without limitation, the actual costs of printing and mailing the Notice, publishing the Summary Notice, reimbursements to nominee owners for forwarding the Notice to their 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. If the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administration Costs paid or incurred, including any related fees, shall not be

returned or repaid to Verizon, Settling Defendant, their insurance carriers, or any of the other Released Settling Defendant's Persons, or any other person or entity who or which paid any portion of the Settlement Amount.

V. ATTORNEYS' FEES AND LITIGATION EXPENSES

13. In connection with the Settlement, Lead Counsel will apply to the Court for a collective award of attorneys' fees and payment of Litigation Expenses to Class Counsel (the "**Fee and Expense Award**") to be paid solely from (and out of) the Settlement Fund. In connection with Lead Counsel's application for a Fee and Expense Award, Lead Plaintiff may petition the Court for an incentive award to be paid solely from any Fee and Expense Award to Class Counsel. Lead Counsel's application for a Fee and Expense Award is not the subject of any agreement among the Settling Parties other than what is set forth in this Stipulation.

14. The Fee and Expense Award shall be paid to Lead Counsel from the Settlement Fund immediately upon award, notwithstanding the existence of any timely filed objections thereto, or potential for appeal therefrom, or collateral attack on the Settlement or any part thereof, subject to Class Counsel's obligation to make appropriate refunds or repayments to the Settlement Fund, plus accrued interest at the same net rate as is earned by the Settlement Fund, if the Settlement is terminated pursuant to the terms of this Stipulation or if, as a result of any appeal or further proceedings on remand, or successful collateral attack, the Fee and Expense Award

is reduced or reversed and such order reducing or reversing the award has become Final. Class Counsel shall make the appropriate refund or repayment in full no later than thirty (30) calendar days after: (i) receiving from Verizon's Counsel notice of the termination of the Settlement; or (ii) any order disapproving, reducing, reversing, or otherwise modifying the Fee and Expense Award has become Final. Any Fee and Expense Award is not a necessary term of this Stipulation and is not a condition of the Settlement embodied herein. Neither Lead Plaintiff nor Class Counsel may cancel or terminate the Settlement based on this Court's or any appellate court's ruling with respect to any Fee and Expense Award.

15. Lead Counsel shall allocate the attorneys' fees awarded amongst Class Counsel in a manner which they, in good faith, believe reflects the contributions of such counsel to the institution, prosecution, and settlement of the Action. The Released Settling Defendant's Persons shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Class Counsel. The Fee and Expense Award shall be payable solely from the Settlement Fund.

VI. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL

16. As soon as practicable after execution of this Stipulation, Lead Plaintiff shall 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 by mail (or email) of the Notice; (ii) the publication of the Summary Notice; and (iii) the scheduling of the Settlement Hearing to consider: (a) final approval of the proposed Settlement, (b) the request that the Judgment, substantially in the form attached hereto as **Exhibit D**, be entered by the Court, (c) Lead Counsel's application for an award of attorneys' fees and Litigation Expenses and approval of the proposed Plan of Allocation, and (d) any objections to any of the foregoing. The Settling Parties shall take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

17. The Settling Parties shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment, substantially in the form attached hereto as **Exhibit D**. The Settling Parties shall take all reasonable and appropriate steps to obtain entry of the Judgment.

18. The Judgment shall contain a bar order ("**Bar Order**") that will, upon the Effective Date of the Settlement, bar any claims (i) against D. Jonas and the other Released Settling Defendant's Persons or (ii) by D. Jonas and the other Released Settling Defendant's Persons, against any other person or entity, in which the injury claimed is the claimant's actual or threatened liability to Lead Plaintiff or any member of the Class, arising out of or relating to the claims asserted in, or arising out of or relating to the subject matter of, the Action, including without limitation

any third-party claims for contribution in accordance with 10 Del. C. § 6304(b) and any similar laws and statutes.

VII. SETTLEMENT ADMINISTRATION

19. Lead Plaintiff shall retain a Settlement Administrator to provide notice of the Settlement and for the disbursement of the Net Settlement Fund to eligible Class Members. D. Jonas, Verizon, and the other Released Settling Defendant's Persons shall not have any involvement in or any responsibility, authority, or liability whatsoever for the selection of the Settlement Administrator.

20. Verizon shall cooperate with Lead Plaintiff in providing notice of the Settlement and administering the Settlement, by providing the Class Member Records in accordance with Paragraph 21 below, the Acquisition Records in accordance with Paragraph 22 below, and the information concerning Excluded Stockholders in accordance with Paragraph 23 below. To assist Verizon's identification of Excluded Stockholders in accordance with Paragraph 23 below, D. Jonas will use good faith efforts to identify Excluded Stockholders who are related to him.

21. For purposes of providing notice of the Settlement to potential Class Members, Verizon, at no cost to the Settlement Fund, Class Counsel, or the Settlement Administrator, has provided Lead Counsel with securities records (the "**Class Member Records**") consisting of names and mailing addresses of all record

owners of Straight Path Class B Common Stock (“**Record Owners**”) who held shares of Straight Path Class B Common Stock at the Closing and received the Acquisition Consideration (“**Acquisition Record Owners**”).

22. For purposes of distributing the Net Settlement Fund to Class Members, within ten (10) business days following entry of the Judgment by the Court, Verizon, at no cost to the Settlement Fund, Class Counsel, or the Settlement Administrator, shall use reasonable efforts to provide or cause to be provided to the Settlement Administrator or Lead Counsel in an electronically searchable form, such as Excel, if available, the following information (the “**Acquisition Records**”):

(a) the names, mailing addresses and, if available, email addresses of all Acquisition Records Owners and the number of shares of Straight Path Class B Common Stock held by those persons and entities at the Closing and for which they received the Acquisition Consideration; and

(b) the most recent pre-Acquisition Securities Position Report for Straight Path Class B Common Stock from DTC, which shall include, for each DTC participant, the participant’s “DTC number,” the number of shares of Straight Path Class B Common Stock held by each DTC participant, and the correct address or other contact information used to communicate with the appropriate representatives of each such DTC participant.

23. Attached hereto as Schedule 1 is a list of persons and entities identified by the Settling Defendant as Excluded Stockholders or identified as former officers and directors of Straight Path. For the avoidance of doubt, Schedule 1 hereto does not include all potential Excluded Stockholders, including the named Defendants Howard Jonas, The Patrick Henry Trust, and IDT Corporation. For each of the Excluded Stockholders listed on Schedule 1, Verizon shall, within ten (10) business days following entry of the Judgment by the Court, at no cost to the Settlement Fund, Class Counsel, or the Settlement Administrator, provide the Settlement Administrator or Lead Counsel with the following information to the extent available to Verizon:

(a) an indication of whether information available to Verizon shows that the Excluded Stockholder was, at the Closing, either (i) a Record Owner of shares of Straight Path Class B Common Stock or (ii) a beneficial owner of shares of Straight Path Class B Common Stock whose shares were held via a financial institution on behalf of the Excluded Stockholder (“Beneficial Owner”);

(b) the number of shares of Straight Path Class B Common Stock beneficially owned by the Excluded Stockholder at the Closing and for which the Excluded Stockholder received the Acquisition Consideration (“Excluded Shares”);
and

(c) for each Excluded Stockholder that is a Beneficial Owner, the name and “DTC Number” of the financial institution where their Excluded Shares were held and the Excluded Stockholder’s account number at such financial institution.

24. Verizon shall cooperate with reasonable requests from Lead Counsel to obtain from the DTC and provide to the Settlement Administrator or Lead Counsel additional information as may be required to distribute the Net Settlement Fund to Class Members and not to Excluded Parties, including, without limitation, requesting from DTC information sufficient to identify all DTC participants who received the Acquisition Consideration in connection with the Acquisition and the number of shares as to which each DTC participant received payment (and/or the amount of consideration each DTC participant received). Verizon shall also use reasonable efforts to obtain suppression letters from Excluded Stockholders and/or Excluded Stockholders’ brokers if requested to do so by DTC.

25. Defendants and other Excluded Stockholders shall not have any right to receive any part of the Settlement Fund for his, her, or its own account(s) (*i.e.*, accounts in which he, she, or it holds a proprietary interest, but not including accounts managed on behalf of others), or any additional amount based on any claim relating to the fact that Settlement proceeds are being received by any other

stockholder, in each case under any theory, including but not limited to contract, application of statutory or judicial law, or equity.

26. Any person or entity listed on Schedule 1 as an Excluded Shareholder may object to the designation by advising Class Counsel or the Settlement Administrator in writing of his, her, or its objection no later than fourteen (14) calendar days prior to the Settlement Hearing. Any such objection must be resolved before any funds from the Net Settlement Fund are distributed to Class Members. If a dispute concerning the designation of a person or entity as an Excluded Stockholder cannot otherwise be resolved, Class Counsel shall present the dispute to the Court for final determination of whether such person or entity is an Excluded Stockholder. Under no circumstances shall D. Jonas, Verizon, Lead Plaintiff, or Class Counsel be liable for designating a person or entity as an Excluded Stockholder, or for the failure to designate any person or entity as an Excluded Stockholder.

27. The Net Settlement Fund shall be distributed to Class Members in the accordance with the proposed Plan of Allocation set forth in the Notice or such other plan of allocation as may be approved by the Court. 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. Lead Plaintiff and Lead Counsel may not

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. D. Jonas, Verizon, and the other Released Settling Defendant's Persons 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.

28. The Net Settlement Fund shall be distributed to Class Members only after the Effective Date of the Settlement and after: (i) all Notice and Administration Costs, all Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (ii) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "**Class Distribution Order**"). At such time that Lead Counsel, in their sole discretion, deems it appropriate to move forward with the distribution of the Net Settlement Fund to the Class, Lead Counsel will apply to the Court, on notice to counsel for Settling Defendant and Verizon, for the Class Distribution Order.

29. Payment pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Lead Plaintiff, Settling Defendant, Verizon, and the other Released Settling Defendant's Persons and their respective counsel, shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the Net Settlement Fund, the determination, administration, or calculation

of any payment from the Net Settlement Fund, the nonperformance of the Settlement Administrator or a nominee holding shares on behalf of a Class Member, the payment or withholding of Taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

30. All proceedings with respect to the administration of the Settlement and distribution pursuant to the Class Distribution Order shall be subject to the exclusive jurisdiction of the Court.

VIII. CONDITIONS OF SETTLEMENT

31. The Effective Date of the Settlement shall be deemed to occur on the occurrence or waiver of all of the following events, which the Settling Parties shall use their best efforts to achieve:

(a) the full amount of the \$12,500,000 Settlement Amount has been paid into the Escrow Account accordance with Paragraph 6 above;

(b) the Court has entered the Scheduling Order, substantially in the form attached hereto as **Exhibit A**;

(c) the Court has entered the Judgment, substantially in the form attached hereto as **Exhibit D**;

(d) dismissal with prejudice of the Action as to the Settling Defendant pursuant to Court of Chancery Rule 54(b) without the award of any damages, costs, or fees, except as provided for in this Stipulation; and

(e) the Judgment has become Final.

32. Upon the occurrence of the Effective Date, any and all remaining interest or right of Verizon, Settling Defendant, or their insurance carriers in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION

33. Lead Plaintiff, D. Jonas, and Verizon shall each have the right to terminate the Settlement and this Stipulation, by providing written notice of her, his, or its election to do so (“Termination Notice”) to the other Settling Parties within thirty (30) calendar days of: (i) the Court’s final refusal to enter the Scheduling Order in any material respect; (ii) the Court’s final refusal to approve the Settlement or any material part thereof; (iii) the Court’s final refusal to enter the Judgment in any material respect as to the Settlement; or (iv) the date upon which an order vacating, modifying, revising, or reversing the Judgment in any material respect becomes Final. In addition to the foregoing, Lead Plaintiff shall have the unilateral right to terminate the Settlement and this Stipulation, by providing written notice of her election to do so to Verizon and D. Jonas within thirty (30) calendar days of any failure of Verizon to cause the full payment of the Settlement Amount into the Escrow Account in a timely manner in accordance with Paragraph 6 above. However, any decision or proceeding, whether in this Court or any appellate court,

with respect to an application by Lead Counsel for attorneys' fees and Litigation Expenses, or with respect to any plan of allocation, shall not be considered material to the Settlement, shall not affect the finality of the Judgment, and shall not be grounds for termination of the Settlement.

34. If (i) Lead Plaintiff exercises her right to terminate the Settlement as provided in this Stipulation; or (ii) either D. Jonas or Verizon exercises his or its right to terminate the Settlement as provided in this Stipulation, then:

(a) The Settlement and the relevant portions of this Stipulation shall be canceled and terminated;

(b) The Settling Parties shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on June 20, 2022;

(c) The terms and provisions of this Stipulation, with the exception of this Paragraph 34 and Paragraphs 12, 14, 36, and 59 of this Stipulation, shall have no further force and effect with respect to the Settling Parties and shall not be used in the Action or in any other proceeding for any purpose, and any Judgment or order entered by the Court in accordance with the terms of this Stipulation shall be treated as vacated, *nunc pro tunc*; and

(d) Within thirty (30) calendar days after joint written notification of termination is sent by Verizon's Counsel and Lead Counsel to the Escrow Agent,

the Settlement Fund (including accrued interest thereon, and change in value as a result of the investment of the Settlement Fund, and any funds received by Class Counsel consistent with Paragraph 14 above), less any Notice and Administration Costs actually incurred, paid, or payable and less any Taxes paid, due, or owing shall be refunded by the Escrow Agent to Verizon (in such manner as Verizon may direct). If the funds received by Class Counsel consistent with Paragraph 14 above have not been refunded to the Settlement Fund within the thirty (30) calendar days specified in this Paragraph, Class Counsel shall cause those funds to be refunded by the Escrow Agent to Verizon (in such manner as Verizon may direct) immediately upon their deposit into the Escrow Account consistent with Paragraph 14 above.

X. COOPERATION AGREEMENT

35. To the extent the Action continues despite this Settlement, D. Jonas agrees that he will be available to appear at trial or at any evidentiary hearings in the Action, if requested by the Court or any of the parties to the Action, as if he were a named party. Accordingly, for the avoidance of doubt, D. Jonas agrees that, at the request of Lead Plaintiff or the Non-Settling Defendants, he will participate as a witness in any trial in the Action and will not use the terms of this Settlement as a basis to avoid his participation as a witness at any trial in the Action. Except as provided in the preceding sentences of this Paragraph 35, it is expected that D. Jonas

shall not continue to participate in the Action except to the extent necessary to facilitate the Court's approval of this Settlement.

XI. NO ADMISSION OF WRONGDOING

36. Neither the Term Sheet, this Stipulation (whether or not consummated), including the Exhibits hereto and the Plan of Allocation contained therein (or any other plan of allocation that may be approved by the Court), the negotiations leading to the execution of the Term Sheet and this Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, this Stipulation, and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against any of the Released Settling Defendant's Persons as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Settling Defendant's Persons with respect to the truth of any fact alleged by Lead Plaintiff or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of any of the Released Settling Defendant's Persons, or in any way referred to for any other reason as against any of the Released Settling Defendant's Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation;

(b) shall be offered against any of the Released Plaintiff's Persons, as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by any of the Released Plaintiff's Persons that any of their claims are without merit, that any of the Released Settling Defendant's Persons had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Amount or with respect to any liability, negligence, fault, or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff's Persons, in any arbitration proceeding or other civil, criminal, or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of this Stipulation; or

(c) shall be construed against any of the Released Persons as an admission, concession, or presumption that the consideration to be given hereunder represents the amount which could be or would have been recovered after trial; *provided, however*, that if this Stipulation is approved by the Court, the Settling Parties and the Released Persons and their respective counsel may refer to it to effectuate the protections from liability granted under this Stipulation or otherwise to enforce the terms of the Settlement. The Released Persons may file this Stipulation and/or the Judgment in any action that has been or may be brought against them in order to support a claim or defense of the Released Persons based on principles of *res judicata*, collateral estoppel, release, good faith settlement,

judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

XII. MISCELLANEOUS PROVISIONS

37. All of the Exhibits attached hereto are incorporated by reference as though fully set forth herein. Notwithstanding the foregoing, if there exists a conflict or inconsistency between the terms of this Stipulation and the terms of any Exhibit attached hereto, the terms of the Stipulation shall prevail.

38. Verizon warrants that, as to the payments made or to be made by Verizon, at the time of entering into this Stipulation and at the time of such payment it, or to the best of its knowledge any persons or entities contributing to the payment of the Settlement Amount, were not insolvent, nor will the payment required to be made by it or on its behalf render it or them insolvent, within the meaning of and/or for the purposes of the United States Bankruptcy Code, including §§ 101 and 547 thereof. This representation is made by Verizon and not its counsel.

39. In the event of the entry of a final order of a court of competent jurisdiction determining the transfer of money to the Settlement Fund or any portion thereof by or on behalf of Settling Defendant or Verizon to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, then Verizon shall have thirty (30) days to deposit such amount into the Settlement Fund. If such amount is not promptly deposited into the Settlement

Fund by Verizon or others within thirty (30) days, then, at the election of Lead Plaintiff, the Settling Parties shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Settling Defendant, Verizon, and the other Released Persons pursuant to this Stipulation, in which event the Releases and Judgment shall be null and void, and Lead Plaintiff and Settling Defendant shall be restored to their respective positions in the litigation as provided in Paragraph 34 above and any cash amounts in the Settlement Fund (less any Taxes paid, due, or owing with respect to the Settlement Fund and less any Notice and Administration Costs actually incurred, paid, or payable) shall be returned as provided in Paragraph 34 above.

40. The Settling Parties intend this Stipulation and the Settlement to be a final and complete resolution of all disputes asserted or which could be asserted by Lead Plaintiff and any other Class Members against D. Jonas or Verizon with respect to the Released Plaintiff's Claims. Accordingly, the Settling Parties and their respective counsel agree not to assert in any forum that this Action was brought by Lead Plaintiff or defended by D. Jonas in bad faith or without a reasonable basis. The Settling Parties agree that the amounts paid, and the other terms of the Settlement, were negotiated at arm's length and in good faith by the Settling Parties and reflect the Settlement that was reached voluntarily after extensive negotiations

and consultation with experienced legal counsel, who were fully competent to assess the strengths and weaknesses of their respective clients' claims or defenses.

41. The Settling Parties and their respective counsel shall not make any accusations of wrongful or actionable conduct by any Settling Party concerning the prosecution, defense, and resolution of the Action, and shall not otherwise suggest that the Settlement constitutes an admission of any claim or defense alleged. For avoidance of doubt, the foregoing is not intended to, and shall not, limit D. Jonas's ability to testify fully and truthfully at any hearing or trial in this Action, should he be called upon to testify.

42. The terms of the Settlement, as reflected in this Stipulation, may not be modified or amended, nor may any of its provisions be waived except by a writing signed on behalf of each of the Settling Parties (or their successors-in-interest).

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

44. If any deadline set forth in this Stipulation or the Exhibits thereto falls on a Saturday, Sunday, or legal holiday, that deadline will be continued to the next business day.

45. Without further Order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of this Stipulation.

46. The administration and 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 awards of attorneys' fees and Litigation Expenses to Class Counsel, and enforcing the terms of this Stipulation, including the Plan of Allocation (or such other plan of allocation as may be approved by the Court) and the distribution of the Net Settlement Fund to eligible Class Members.

47. The waiver by one Settling Party of any breach of this Stipulation by any other Settling Party shall not be deemed a waiver of any other prior or subsequent breach of this Stipulation.

48. Verizon shall have no liability under this Stipulation for any breach by D. Jonas, and D. Jonas shall have no liability under this Stipulation for any breach by Verizon.

49. This Stipulation and its Exhibits constitute the entire agreement among the Settling Parties concerning the Settlement and this Stipulation and its Exhibits. Each Settling Party acknowledges that no other agreements, representations, warranties, or inducements have been made by any Settling Party concerning this

Stipulation or its Exhibits other than those contained and memorialized in such documents.

50. This Stipulation may be executed in one or more counterparts, including by signature transmitted via facsimile, or by a .pdf/.tif image of the signature transmitted via email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

51. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, and the Released Persons, and any corporation, partnership, or other entity into or with which any Settling Party may merge, consolidate, or reorganize. The Settling Parties acknowledge and agree, for the avoidance of doubt, that the Released Settling Defendant's Persons and the Released Plaintiff's Persons are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

52. The Stipulation, the Settlement, and any and all disputes arising out of or relating in any way to any of them, 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 laws principles.

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

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

55. All counsel and all other persons executing this Stipulation and any of the Exhibits hereto, or any related Settlement documents, warrant and represent that they have the full authority to do so and that they have the authority to take appropriate action required or permitted to be taken pursuant to the Stipulation to effectuate its terms.

56. Lead Counsel, Settling Defendant's Counsel, and Verizon's Counsel agree to cooperate fully with one another to obtain (and, if necessary, defend on appeal) all necessary approvals of the Court required of this Stipulation (including, but not limited to, using their best efforts to resolve any objections raised to the Settlement), and to use best efforts to promptly agree upon and execute all such other

documentation as may be reasonably required to obtain final approval by the Court of the Settlement.

57. If any Settling Party is required to give notice to another Settling Party under this Stipulation, such notice shall be in writing and shall be deemed to have been duly given upon receipt of hand delivery or email transmission, with confirmation of receipt. Notice shall be provided as follows:

If to Lead Plaintiff or Lead Counsel: Bernstein Litowitz Berger & Grossmann LLP
Attn: Edward Timlin, Esq.
1251 Avenue of the Americas
New York, NY 10020
(212) 554-1400
edward.timlin@blbglaw.com

Labaton Sucharow LLP
Attn: Mark Richardson, Esq.
222 Delaware Ave, Suite 1510
Wilmington, DE 19801
(302) 573-6939
mrichardson@labaton.com

If to D. Jonas: Potter Anderson & Corroon LLP
Attn: Berton W. Ashman, Jr., Esq.
1313 N. Market Street, 6th Floor
Wilmington, DE 19801-6108
(302) 984-6180
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Greenberg Traurig, LLP
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58. Except as otherwise provided herein, each Settling Party shall bear its own costs.

59. Whether or not the Stipulation is approved by the Court and whether or not the Stipulation is consummated, or the Effective Date occurs, the Settling Parties and their counsel shall use their best efforts to keep all negotiations, discussions, acts performed, agreements, drafts, documents signed, and proceedings in connection with the Stipulation confidential.

60. All agreements made and orders entered during the course of this Action relating to the confidentiality of documents or information shall survive this Settlement.

61. No opinion or advice concerning the tax consequences of the proposed Settlement to individual Class Members is being given or will be given by the

Settling Parties or their counsel; nor is any representation or warranty in this regard made by virtue of this Stipulation. Each Class Member's tax obligations, and the determination thereof, are the sole responsibility of the Class Member, and it is understood that the tax consequences may vary depending on the particular circumstances of each individual Class Member.

IN WITNESS WHEREOF, the Settling Parties have caused this Stipulation to be executed, by their duly authorized attorneys, as of August 12, 2022.

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/s/ Mark Richardson

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*Counsel for Non-Party Verizon
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SCHEDULE 1

Excluded Stockholders Identified by D. Jonas

Aviv Bernstein
Aviv Bernstein Cust Miriam Jonas Ugma Ny
Aviv Bernstein Cust Tamar Jonas Ugma Ny
Aviv Bernstein Cust Joseph Jonas Ugma Ny
Davidi Jonas
David Jonas FBO Trust Article 4
Howard Jonas Cust Jonathan Jonas Ugma NY
Howard Jonas Cust Natan Jonas Ugma Ny
Howard Jonas Cust Rachel Jonas Ugma NY
Howard S. Jonas 2017 Annuity Trust
Jocelyn Jonas
Liora Jonas
Michael Jonas (c/o Schwell Wimpfheimer)
Natalie Jonas
Nicole Dana Jonas (c/o Schwell Wimpfheimer)
Patrick Henry TR DTD July 31 2013 (c/o Alliance Trust Company, LLC 5375 Kietzke Lane, 2 nd Floor, Reno, NV 89511)
Samuel Jonas
The 2012 Jonas Family LLC

William Weld
Fred Zeidman
K. Chris Todd
Jonathan Rand
Dave Breau
Zhouye (Jerry) Pi