



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE FACEBOOK INC.  
DERIVATIVE LITIGATION

CONSOLIDATED  
C.A. No. 2018-0307-KSJM

**[PROPOSED] ORDER AND FINAL JUDGMENT**

A hearing having been held before this Court on \_\_\_\_\_, 202\_\_, pursuant to the Court's order of \_\_\_\_\_, 2025 (the "Scheduling Order"), to determine whether the terms and conditions of the Settlement, as reflected in the Stipulation and Agreement of Settlement, Compromise, and Release (the "Stipulation"), are fair, reasonable, and adequate for the settlement of all Released Claims; whether and in what amount to grant the Fee and Expense Award; whether this Order and Final Judgment should be entered in the above-captioned 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. **Incorporation of Documents and Definitions:** This Order and Final Judgment incorporates and makes a part hereof the Stipulation and all of its terms, conditions, provisions, and exhibits. All terms herein with initial capitalization that are not defined in this Order shall have the meanings ascribed to them in the Stipulation.

2. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement and Meta stockholders, as well as personal jurisdiction over the Parties for purposes of the Settlement. It is further determined that Plaintiffs, Defendants, Meta, and all Meta stockholders, as well as their heirs, executors, successors, and assigns, are bound by this Judgment.

3. **Notice**: The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice reasonably practicable under the circumstances; (c) constituted due, adequate, and sufficient notice to all Persons entitled to receive notice of the Settlement; and (d) met the requirements of Court of Chancery Rule 23.1, due process, and applicable law.

4. **Final Settlement Approval and Dismissal of Claims**: The Settlement of this Action set forth in the Stipulation is fully and finally approved as fair, reasonable, and adequate, and in the best interests of Meta.

5. Pursuant to Court of Chancery Rule 23.1, this Court approves the terms and conditions of the Settlement set forth in the Stipulation in all respects (including, without limitation: the releases, including the release of the Released Plaintiffs' Claims as against the Released Defendant Parties and the release of the Released Defendants' Claims as against the Released Plaintiff Parties; and the dismissal with prejudice of the claims asserted against Defendants in the Action), and finds that the

Settlement is, in all respects, fair, reasonable, and adequate to Meta, 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.

6. The Action and all of the claims asserted against Defendants in the Action by Plaintiffs are hereby dismissed with prejudice, on the merits and without costs, except as otherwise expressly provided in the Stipulation and this Judgment.

7. **Releases**: The releases set forth in paragraphs 3-6 of the Stipulation (the “Releases”) are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that, as of the Effective Date and without further action by anyone:

a. The Action is dismissed with prejudice, on the merits, and without costs. The Parties shall bear their own fees, costs, and expenses except as expressly provided in the Stipulation. As of the Effective Date, the Released Parties shall be deemed to be released and forever discharged from all of the Released Claims;

b. Meta acting directly, Plaintiffs or any other Company stockholder acting derivatively on behalf of Meta, and any of their respective legal representatives, heirs, executors, administrators, predecessors, successors, predecessors-in-interest, successors-in interest and assigns, shall be deemed to have,

and by operation of law and of the Judgment shall have, fully, finally, completely, and forever compromised, settled, released, resolved, relinquished, waived, discharged, extinguished, and dismissed with prejudice, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, supporting, or prosecuting any and all Released Plaintiffs' Claims (including Unknown Claims) against any of the Defendants and the other Released Defendant Parties;

c. Plaintiffs, on behalf of themselves only, agree and covenant not to authorize or solicit the commencement or prosecution against any of the Released Defendant Parties of any action or proceeding asserting direct claims related to or arising from the allegations that were asserted or could have been asserted in the Action; provided, however, that this Order and Judgment shall not extinguish or limit Plaintiffs' rights to participate in any settlement or award obtained in connection with any action asserting direct claims commenced or prosecuted by any party or parties other than themselves; and

d. Defendants and Meta shall be deemed to have, and by operation of law and the Judgment shall have, completely, fully, finally, and forever, compromised, settled, released, discharged, extinguished, relinquished, and dismissed with prejudice, and shall forever be enjoined from commencing, instituting, instigating, facilitating, asserting, maintaining, participating in, or

prosecuting any and all Released Defendants' Claims against the Released Plaintiff Parties.

8. Notwithstanding the above paragraph, nothing in the Stipulation or in this Order and Final Judgment shall bar any action by any of the Parties to enforce the terms of the Stipulation or this Order and Final Judgment. Nothing in the Stipulation or this Order and Final Judgment including the above paragraph, shall affect or waive Defendants' claims for advancement or indemnity of their legal fees, costs, and expenses incurred in connection with the Action and the Settlement, or any claims or rights that any Defendant may have against any of their respective insurers, coinsurers, or reinsurers. Nothing in the Stipulation or this Order and Final Judgment, including the above paragraph, constitutes or reflects a waiver or release of any rights or claims that Defendants or Meta may have regarding the confidentiality of materials provided to Plaintiffs or Plaintiffs' Counsel, including the right for Defendants or Meta to seek to enforce the terms of any confidentiality agreements or protective orders that Plaintiffs or Plaintiffs' Counsel entered into in connection with their receipt of confidential materials from Defendants or Meta.

9. **Fee and Expense Award:** Plaintiffs' Counsel are hereby awarded a Fee and Expense Award consisting of attorney's fees in the sum of \$\_\_\_\_\_ and expenses in the sum of \$\_\_\_\_\_, which the Court finds to be fair and reasonable. Co-Lead Plaintiffs are each hereby awarded a Service Award of \$\_\_\_\_\_.

The Fee and Expense Award shall be paid from the Monetary Settlement Amount, and the Incentive Awards shall be paid from the Fee and Expense Award, pursuant to the provisions of the Stipulation.

10. No proceedings or court order with respect to the Fee and Expense Award shall in any way disturb or affect final approval of the Settlement (including precluding this Order and Final Judgment from being Final or otherwise being entitled to preclusive effect), and any such proceedings or court order shall be considered separate from this Judgment.

11. **Binding Effect:** The binding effect of this Order and Final Judgment and the obligations of the Parties under the terms and conditions of the Settlement and the Stipulation 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, costs, and expenses.

12. **Modification of the Stipulation:** Without further order of the Court, the Parties (i) may agree to reasonable extensions of time to carry out any provisions of the Settlement; and (ii) are authorized to agree to and adopt such amendments or modifications of the Stipulation or any Exhibits attached thereto that are not materially inconsistent with this Order and Final Judgment.

13. **No Admissions:** None of the Stipulation, exhibits attached thereto, the Settlement, or the negotiations leading to the Stipulation, nor any proceedings taken

pursuant to or in connection with the Stipulation, or approval of the Settlement, nor any acts, omissions, or arguments proffered in connection therewith, shall be offered against (i) any Released Defendant Party as evidence of any presumption, admission, or concession by any Released Defendant Party of any fault, liability, or wrongdoing of any kind or of any damages whatsoever in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate or enforce the Settlement; or (ii) any Released Plaintiff Party as evidence that any of his, her, or its claims are without merit, that any Released Defendant Party had meritorious defenses, or that damages recoverable from any Released Defendant Party under the Complaint would not have exceeded the Monetary Settlement Amount in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate or enforce the Settlement; provided, however, that the Order and Final Judgment may be introduced in any proceeding 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 that a claim asserted in another proceeding is a Released Claim or to otherwise consummate or enforce the Settlement and the 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.

14. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation, this Order and Final Judgment shall be vacated, rendered null and void, and be of no further force and effect, except as otherwise provided by the Stipulation; this Order and Final Judgment shall be without prejudice to the rights of the Parties; and the Parties shall revert to their positions in this Action as of immediately prior to their July 17, 2025 agreement in principle to settle the Action.

15. **Retention of Jurisdiction:** Without affecting the finality of this Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over the Parties and all Meta stockholders for purposes of the administration, implementation, and enforcement of the Settlement. Any disputes regarding the distribution or division of any Fee and Expense Award, however, shall be resolved through mediation and binding arbitration; neither Defendants nor Meta shall take part in any such proceeding.

16. **Entry of Final Judgment:** There is no just reason to delay the entry of this Order and Final Judgment as a final judgment in the Action. Accordingly, the Register in Chancery is expressly directed to immediately enter this final judgment in the Action.

Dated: \_\_\_\_\_, 202\_\_  
The Honorable Kathaleen St. Jude McCormick