

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

IN RE WESTELL TECHNOLOGIES,            ) C.A. No. 2022-0090-NAC  
INC. STOCKHOLDER LITIGATION        )

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

This Stipulation and Agreement of Settlement, Compromise, and Release, dated February 13, 2024 (“Stipulation”), is entered into in the above-captioned consolidated stockholder class action (the “Action”) by and among the following parties: (i) Lead Plaintiff Pankaj Sharma (“Plaintiff”), on behalf of himself and the Class (defined below); and (ii) Defendants Westell Technologies, Inc. (“Westell”), The Voting Trust Agreement Dated February 23, 1994, among Mr. Penny, Mr. Simon and Certain Members of the Penny Family and the Simon Family, Robert W. Foskett, Kirk Brannock, Scott Chandler, Timothy Duitsman, Cary Wood, Mark Zorko, and Patrick J. McDonough, Jr. (collectively, “Defendants” and together with Plaintiff, the “Settling Parties”). This Stipulation is submitted pursuant to Court of Chancery Rule 23.

Subject to the terms and conditions set forth herein and the approval of the Court, the Settlement embodied in this Stipulation is intended to: (i) be a full and final disposition of the Action; (ii) state all of the terms of the Settlement and the resolution of the Action; (iii) fully and finally compromise, resolve, dismiss, discharge, and settle each and every one of the Released Plaintiff’s Claims against

Defendants and to release the Released Plaintiff's Claims as to each and every one of the Released Defendant Parties; and (iv) fully and finally compromise, resolve, dismiss, discharge, and settle each and every one of the Released Defendants' Claims against each and every one of the Released Plaintiff Parties.<sup>1</sup>

**WHEREAS:**

A. On July 6, 2020, the Board of Directors (the "Board") of Westell, pursuant to the recommendation of a special committee of the Board (the "Special Committee"), approved a 1,000-to-1 reverse stock split of the Company's Class A Common Stock and Class B Common Stock (the "Reverse Stock Split"), followed immediately by a 1-to-1,000 forward stock split of the Company's Class A Common Stock and Class B Common Stock (the "Forward Stock Split," and together with the Reverse Stock Split, the "Transaction").

B. On September 29, 2020, at Westell's annual stockholders meeting, Westell stockholders voted to approve the Transaction.

C. On October 1, 2020, Westell effected the Transaction. Pursuant to the terms of the Transaction, no fractional shares were issued to any holder of fewer than 1,000 shares of Westell Class A Common Stock or 1,000 shares of Westell Class B Common Stock, as applicable, immediately prior to the Reverse Stock Split, and

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<sup>1</sup> All terms herein with initial capitalization shall, unless defined elsewhere in this Stipulation, have the meanings given to them in Article I, Paragraph 1.

instead of issuing such fractional shares, the Company paid an amount in cash equivalent to \$1.48 per share of Class A Common Stock and \$1.48 per share of Class B Common Stock held by any such holder immediately prior to the Reverse Stock Split.

D. On January 27, 2022, Plaintiff, a purported former Westell stockholder who had held fewer than 1,000 shares of Westell common stock immediately prior to the Transaction and received cash in exchange for his shares of Westell common stock in the amount of \$1.48 per share as a result of the Transaction, filed his Verified Class Action Complaint (the “Sharma Complaint”) against Defendants, commencing the action captioned *Sharma v. Westell Technologies, Inc.*, C.A. No. 2022-0090-NAC (the “Sharma Action”).

E. The Sharma Complaint alleges claims on behalf of a purported class of stockholders who held fewer than 1,000 shares of Westell common stock immediately prior to the Transaction and received cash in exchange for their shares of Westell common stock in the amount of \$1.48 per share as a result of the Transaction (the “Sharma Proposed Class”), as well as a claim alleging insider trading against Defendant Duitsman relating to purchases of Westell common stock he made in August 2020.

F. On April 19, 2022, plaintiffs Steven H. Busch and Lindsey LaBate (“Busch/LaBate Plaintiffs”) filed a Verified Class Action Complaint (the

“Busch/LaBate Complaint”) against Defendants, commencing the action styled *Busch v. Westell Technologies, Inc.*, C.A. No. 2022-0346-NAC (the “Busch/LaBate Action”).

G. The Busch/LaBate Complaint purported to assert claims on behalf of two purported classes of stockholders: (1) stockholders who held 1,000 or more shares of Westell common stock at the time of the Transaction (the “Busch Class”) and (2) the stockholders in the Sharma Proposed Class.

H. On May 19, 2022, the Busch/LaBate Plaintiffs moved to consolidate the Sharma Action and the Busch/LaBate Action, and thereafter Defendants joined in the request for consolidation and Sharma opposed consolidation only to the extent it would require consolidation with the Busch Subclass portion of the Busch/LaBate Action.

I. On May 24, 2022, Defendants filed a Partial Motion to Dismiss in the Busch/LaBate Action seeking dismissal of the claims asserted on behalf of the Busch Subclass.

J. On June 15, 2022, Sharma moved for appointment of lead plaintiff and lead counsel (the “Sharma Leadership Motion”), and thereafter the Busch/LaBate Plaintiffs moved for appointment of lead plaintiff(s) and lead counsel (the “Busch/LaBate Leadership Motion” and collectively, the “Leadership Motions”).

K. On March 2, 2023, after full briefing and oral argument on Defendants' Partial Motion to Dismiss, the Court granted the Partial Motion to Dismiss, dismissing the claims asserted on behalf of the Busch Subclass with prejudice.

L. On March 2, 2023, after full briefing and oral argument on the Leadership Motions, the Court issued its Order Consolidating Related Actions and Appointing Lead Plaintiff and Lead Counsel, granting the Sharma Leadership Motion, denying the Busch/LaBate Leadership Motion, and consolidating the Sharma Action and the surviving claims in the Busch/LaBate Action and directed that Sharma submit an implementing order.

M. On March 16, 2023, the Court entered an Order Consolidating the Actions and Appointing Lead Plaintiff and Lead Counsel, which consolidated the Sharma Action and the surviving claims in the Busch/LaBate Action into the above-captioned action, designated Sharma as lead plaintiff, and designated Rigrodsky Law, P.A. and Rowley Law PLLC (collectively, "Plaintiff's Counsel") as co-lead counsel for lead plaintiff and the Sharma Proposed Class.

N. On May 2, 2023, the Court entered a stipulated order (the "Class Order") certifying the Action as a class action under Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) without opt-out rights (D.I. 83). The Class was defined as:

[A]ll persons who held fewer than 1,000 shares of Westell common stock immediately prior to and received cash in exchange for their shares of Westell common stock in the amount of \$1.48 per share as a result of the Transaction.

The Class Order also appointed Plaintiff as class representative.

O. The Settling Parties engaged in discovery, including the production of more than 67,000 pages of documents by Defendants and the financial advisor retained in connection with the Transaction, and the depositions of Westell's Chief Executive Officer, the chairman of the Special Committee that considered and approved the Transaction, and the financial advisor retained by the Special Committee in connection with the Transaction.

P. On October 20, 2023, Plaintiff's Counsel and Defendants' Counsel participated in a full-day mediation session before Jed D. Melnick, Esq. of JAMS (the "Mediation"). Before the Mediation, Plaintiff and Defendants exchanged mediation statements and exhibits, which addressed the issues of both liability and potential damages. While the Action was not resolved during the Mediation session, the parties continued settlement discussions in the following weeks, including a presentation by Plaintiff's valuation expert consultant.

Q. On December 13, 2023, after further discussions among the parties under the guidance of the mediator, Plaintiff and Defendants reached an agreement in principle to settle the Action for \$2,200,000.00 in cash, subject to reaching agreement on formal settlement documentation on customary terms and Court approval. The Settling Parties did not conduct any negotiations regarding any request for an award of attorneys' fees, litigation expenses, or incentive award prior

to reaching agreement regarding the consideration that would be paid to settle the Action.

R. On January 3, 2024, Plaintiff's Counsel and Defendants' Counsel informed the Court of the settlement in principle of the Action and requested that all deadlines in the case schedule, including the trial dates, be vacated.

S. This Stipulation (together with the exhibits hereto) has been duly executed by the undersigned signatories on behalf of their respective clients and reflects the final and binding agreement between the Settling Parties.

T. Plaintiff, through Plaintiff's Counsel, has conducted an investigation and pursued discovery relating to the claims against Defendants and the underlying events and transactions alleged in the Action. Plaintiff's Counsel have analyzed the evidence adduced during their investigation and through discovery in the Action described above, and have also researched the applicable law with respect to the claims asserted in the Action and the potential defenses thereto. Additionally, the mediation statements prepared and exchanged between the Settling Parties have provided Plaintiff with a detailed basis upon which to assess the relative strengths and weaknesses of Plaintiff's position and Defendants' position in this litigation.

U. Based upon their investigation and prosecution of the Action, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions of the Settlement and this Stipulation are fair, reasonable, and adequate to Plaintiff and the

other members of the Class and in their best interests. Based on his direct oversight of the prosecution of this matter, along with the input of Plaintiff's Counsel, Plaintiff has agreed to settle the claims raised in the Action pursuant to the terms and provisions of this Stipulation, after considering: (i) the substantial benefits that Plaintiff and the other members of the Class will receive from the resolution of the Action; (ii) the attendant risks of litigation; 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 Plaintiff of any infirmity in the claims asserted in the Action.

V. Defendants deny all allegations of wrongdoing, fault, liability, or damage to Plaintiff or to any other member of the Class, and further deny that Plaintiff has asserted a valid claim as to any of them. Defendants further deny that they engaged in any wrongdoing or committed, or aided or abetted, any violation of law or breach of duty and believe that they acted properly, in good faith, and in a manner consistent with their legal duties and are entering into this Settlement and Stipulation solely to avoid the substantial burden, expense, inconvenience, and distraction of continued litigation and to resolve each of the Released Plaintiff's Claims as against the Released Defendant Parties. 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 any of the Defendants 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 any of the Defendants have or could have asserted.

W. The Settling Parties recognize that the Action has been filed and prosecuted by Plaintiff in good faith and defended by Defendants in good faith and further that the Settlement Payment to be paid, and the other terms of the Settlement as set forth herein, were negotiated at arm's-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 Plaintiff (individually and on behalf of the Class) and Defendants that, subject to the approval of the Court under Court of Chancery Rule 23 and the other conditions set forth in Article V, for good and valuable consideration set forth herein and conferred on Plaintiff and the Class, the sufficiency of which is acknowledged, the Action against the Defendants shall be finally and fully settled, compromised, and dismissed, on the merits and with prejudice, and that the Released Plaintiff's Claims shall be finally and fully compromised, settled, released, discharged, and dismissed with prejudice against the Defendants and released as to the Released Defendant Parties, and that the Released Defendants' Claims shall be finally and fully

compromised, settled, released, discharged, and dismissed with prejudice against the Released Plaintiff Parties, in the manner set forth herein.

## **I. DEFINITIONS**

1. In addition to the terms defined elsewhere in this Stipulation, the following capitalized terms, as used in this Stipulation and any exhibits attached hereto and made a part hereof, shall have the meanings given to them below:

a. “Account” means the account that is maintained by Plaintiff’s Counsel and into which the Settlement Payment shall be deposited.

b. “Administrative Costs” means all costs, expenses, and fees associated with administering or carrying out the terms of the Settlement, other than the costs of providing notice of the Settlement to the Class. Administrative Costs are not part of the Fee and Expense Award.

c. “Cede” means Cede & Co., Inc.

d. “Claims” means any and all manner of claims, demands, rights, liabilities, losses, obligations, duties, damages, diminutions in value, costs, debts, expenses, interest, penalties, fines, sanctions, fees, attorneys’ fees, expert or consulting fees, actions, potential actions, causes of action, suits, agreements, judgments, decrees, matters, issues and controversies of any kind, nature or description whatsoever, whether disclosed or undisclosed, accrued or unaccrued, apparent or not apparent, foreseen or unforeseen, matured or not matured, suspected

or unsuspected, liquidated or not liquidated, fixed or contingent, including known claims and unknown claims, whether direct, individual, class, derivative, representative, legal, equitable or of any other type, or in any other capacity, whether based on state, local, foreign, federal, statutory, regulatory, common or other law or rule.

e. “Class” means the Class certified by the Court in the Stipulation and Order Regarding Class Certification entered by the Court on May 2, 2023 (D.I. 83).

f. “Class Member” means a member of the Class.

g. “Closing” means the consummation of the Transaction on October 1, 2020.

h. “Court” means the Court of Chancery of the State of Delaware.

i. “Defendants’ Counsel” means the law firm Richards, Layton & Finger, P.A.

j. “DTCC” means The Depository Trust & Clearing Corporation, including its subsidiary The Depository Trust Company.

k. “DTCC Participants” means the DTCC participants to which DTCC distributed the Transaction Consideration.

l. “Effective Date” means the first date by which all of the events and conditions specified in Paragraph 12 of this Stipulation have been met and have occurred or have been waived.

m. “Fee and Expense Award” means an award to Plaintiff’s Counsel of fees and expenses to be paid from the Settlement Fund, approved by the Court and in full satisfaction of all claims for attorneys’ fees and expenses that have been, could be, or could have been asserted by Plaintiff’s Counsel or any other counsel or any Class Member with respect to the Settlement Fund or against Defendants. The Fee and Expense Award does not include Administrative Costs or Notice Costs, which are to be paid separately from the Settlement Fund.

n. “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 affect the Judgment, or prevent, limit, delay or hinder entry of the Judgment.

o. "Immediate Family" means parents, children, stepchildren, and spouses (a "spouse" shall mean a husband, a wife, or a partner in a state-recognized domestic relationship).

p. "Incentive Award" means an award to Lead Plaintiff Pankaj Sharma, to be paid solely from the Fee and Expense Award and approved by the Court.

q. "Judgment" means the Order and Final Judgment to be entered by the Court in the Action in all material respects in the form attached as Exhibit D hereto.

r. "Long-Form Notice" means the Notice of Pendency and Proposed Settlement of Stockholder Class Action, Settlement Hearing, and Right to Appear, substantially in the form attached hereto as Exhibit B, which is to be made available to Class Members via internet distribution and by first-class mail or email.

s. “Net Settlement Fund” means the Settlement Fund less (i) any and all Notice Costs; (ii) any and all Administrative Costs; (iii) any and all Taxes; (iv) any Fee and Expense Award; and (v) any other fees, costs, or expenses approved by the Court.

t. “Notice Costs” means all costs, expenses, and fees associated with providing notice of the Settlement to the Class. Notice Costs are not part of the Fee and Expense Award.

u. “Notice Payment” means [\$53,250.15] of the Settlement Payment to be paid into the Account to cover Notice Costs.

v. “Plan of Allocation” means the proposed plan of allocation of the Net Settlement Fund set forth in the Notice.

w. “Publication Notice” means the Summary Notice of Pendency and Proposed Settlement of Stockholder Class Action, 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.

x. “Released Defendant Parties” means (i) Defendants; (ii) the Immediate Family of any Defendant who is a natural person; (iii) Defendants’ past or present, direct or indirect, affiliates, members, partners, partnerships, trustees, beneficiaries, investment managers, advisors and funds, subsidiaries, parents, predecessors, and successors (collectively, “Affiliates”); (iv) all past or present

officers, directors, employees, associates, agents, advisors, members, partners, trustees, beneficiaries, experts, financial or investment advisors, insurers, and attorneys (including Defendants' Counsel) of Defendants and their respective Affiliates; (vii) all artificial persons, firms, trusts, foundations, corporations, or other entities in which any of the Defendants or their Affiliates have a financial interest; and (v) the legal representatives, heirs, executors, administrators, predecessors, successors, and assigns of any of the foregoing.

y. "Released Defendants' Claims" means any and all Claims, including Unknown Claims, that have been or could have been asserted in the Action, or in any court, tribunal, forum or proceeding, by Defendants or any of their respective successors and assigns against any of the Released Plaintiff Parties that arise out of the institution, prosecution, settlement, or dismissal of the Action; provided, however, that the Released Defendants' Claims shall not include Claims to enforce this Stipulation.

z. "Released Plaintiff Parties" means Plaintiff, all other Class Members, and their respective past and present trustees, officers, directors, employees, agents, affiliates, insurers, partners, advisors, experts, and attorneys (including Plaintiff's Counsel).

aa. "Released Plaintiff's Claims" means any and all Claims that Plaintiff or any other Class Member (i) asserted in the Action or (ii) ever had, now

has, or may have, directly, representatively, or derivatively, arising out of or relating to in any manner: (1) the Transaction; (2) any control or participation of any of the Released Defendant Parties with respect to the Transaction; (3) any conduct by any of the Released Defendant Parties with respect to Westell common stock on or prior to the date of the Transaction; (4) the Action; or (5) any claims, allegations, transactions, facts, circumstances, events, acts, disclosures, statements, representations, omissions, or failures to act alleged, set forth, referred to, or involved in any of the complaints filed in the Action, or any claims that could have been raised in the Action. The Released Plaintiff's Claims shall not include claims to enforce this Stipulation.

bb. "Releases" means the releases set forth in Paragraphs 4-5 of this Stipulation.

cc. "Settlement" means the settlement between Plaintiff and Defendants on the terms and conditions set forth in this Stipulation.

dd. "Settlement Administrator" means the settlement administrator selected by Plaintiff to provide notice of Settlement to the Class and administer the settlement.

ee. "Settlement Fund" means the Settlement Payment plus any and all interest earned thereon.



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

gg. “Settlement Payment” means \$2,200,000.00 in cash, which will consist of (i) a [\$53,250.15] advance payment to cover Notice Costs in accordance with Paragraph 2(a)(i)(A) below; and (ii) a [\$2,146,749.85] payment in accordance with Paragraph 2(a)(i)(B) below.

hh. “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 Plaintiff’s 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).

ii. “Transaction Consideration” means consideration that all persons who held fewer than 1,000 shares of Westell common stock immediately prior to the Transaction in the amount of \$1.48 per share in cash received in exchange for their shares as a result of the Transaction.

jj. “Unknown Claims” means any Released Plaintiff’s Claims that the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Plaintiff’s Claims, and any Released Defendants’ Claims that any Defendant does not know or suspect to exist in his, her,

or its favor at the time of the release of the Released Defendants' Claims, which, if known by him, her, or it, might have affected his, her, or its decision(s) with respect to the Settlement. Plaintiff and Defendants acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that they may discover facts in addition to or different from those now known or believed to be true with respect to the Released Plaintiff's Claims and the Released Defendants' Claims, but that it is the intention of Plaintiff and Defendants, and by operation of law the other Class Members, to completely, fully, finally and forever extinguish any and all Released Plaintiff's Claims and Released Defendants' Claims, known or unknown, suspected or unsuspected, which now exist, or heretofore existed and without regard to the subsequent discovery of additional or different facts. Plaintiff and Defendants also acknowledge, and the other Class Members by operation of law are deemed to acknowledge, that the inclusion of Unknown Claims in the definition of the Released Plaintiff's Claims and the Released Defendants' Claims is separately bargained for and is a key element of the Settlement.

## **II. SETTLEMENT CONSIDERATION**

2. In consideration for the full and final release, settlement, and discharge of all Released Plaintiff's Claims against the Released Defendant Parties, the Settling Parties have agreed to the following consideration:

a. **Settlement Payment:**

i. The Settlement Fund shall be used (a) to pay all Administrative Costs; (b) to pay all Notice Costs; (c) to pay all Taxes; (d) to pay any Fee and Expense award; (e) to pay any other fees, costs or expenses approved by the Court; and following the payment of (a) - (e) herein, (f) for subsequent disbursement of the Net Settlement Fund to the Class Members as provided in Paragraph 2(b) herein.

A. Within fifteen business days of the execution of this Stipulation, Defendants shall cause their insurers to deposit the [\$53,250.15] Notice Payment into the Account, provided that Plaintiff's Counsel has provided at least ten business days prior to such date complete wire transfer information and instructions (including a W-9, telephone, and email contact information, and a physical address for the designated recipient of the payment) to Defendants' Counsel. The Notice Payment shall be used to cover Notice Costs. In the event that any amount of the Notice Payment remains after the payment of all Notice Costs, such unused amount shall be available for distribution to Class Members as part of the Net Settlement Fund, and in no event shall any amount of the Notice Payment be returned to Defendants, their insurers, or any other person who paid any portion of the Notice Payment. The Notice Payment, and any other costs of notice that may be approved by order of the Court, shall be nonrefundable if, for any reason, the Settlement is terminated in accordance with the terms of this Stipulation.

B. Within fifteen business days following entry of the Judgment by the Court, and notwithstanding the existence of any timely filed objections to the Settlement, or potential for appeal from the Judgment, Defendants shall cause their insurers to deposit the remaining [\$2,146,749.85] of the Settlement Payment into the Account, provided that Plaintiff's Counsel has provided at least fifteen business days before entry of Judgment by the Court complete wire transfer information and instructions (including a W-9, telephone, and email contact information, and a physical address for the designated recipient of the payment) to Defendants' Counsel. The Settlement Payment shall be paid solely by Defendants' insurers on behalf of Defendants, and no other party (including any Defendant or any other Released Defendant Party) shall have responsibility for payment of the Settlement Payment. For the avoidance of doubt, in no event shall Defendants' insurers seek contribution from any Defendant or any Released Defendant Party in connection with the Settlement.

ii. Apart from the payment of the Settlement Payment in accordance with this Paragraph 2(a) and any and all costs associated with providing stockholder information pursuant to Paragraph 2(b) below, Defendants and their insurers shall have no further or other monetary obligation to Plaintiff, the other Class Members, or Plaintiff's Counsel under the Settlement.

iii. The Settlement Fund—less all Notice Costs and Administrative Costs paid, incurred, or due consistent with this Stipulation—shall be returned to the person(s) that paid their respective parts of the Settlement Payment within fifteen business days of the termination of the Settlement in accordance with the terms of this Stipulation.

b. **Distribution of the Settlement Fund:**

i. For purposes of providing notice of the Settlement to potential Class Members, within ten business days of the date of entry of the Scheduling Order (or a substantially similar scheduling order) by the Court, Westell will provide or cause to be provided to Plaintiff’s Counsel, at no cost to the Settlement Fund, Plaintiff, Plaintiff’s Counsel, or the Settlement Administrator, in electronic format, the stockholder register from Westell’s transfer agent containing (to the extent available) the names, mailing addresses, and email addresses for all record holders of less than 1,000 shares of Westell common stock at the Closing who received cash in exchange for their shares of Westell common stock in the amount of \$1.48 per share as a result of the Transaction (the “Class Member Records”).

ii. For purposes of distributing the Net Settlement Fund to Class Members, within ten business days after the Court’s entry of the Judgment, Westell, at no cost to the Settlement Fund, Plaintiff’s Counsel, or the Settlement Administrator, will use reasonable best efforts to provide to Plaintiff’s Counsel or

the Settlement Administrator in an electronically-searchable form, such as Excel, the following information to the extent that such information is in Westell's possession, custody, or control, or available to Westell through other reasonable means (the "Transaction Records"):

A. Westell agrees to provide from its transfer agent the names, mailing addresses, and, if available, email addresses of all record holders of less than 1,000 shares of Westell common stock at the Closing who received cash in exchange for their shares of Westell common stock in the amount of \$1.48 per share as a result of the Transaction (the "Transaction Holders"), and the number of shares of Westell common stock held by the Transaction Holders at the Closing and for which the Transaction Holders received the Transaction Consideration; and

B. Westell agrees to authorize DTCC and/or Westell's transfer agent to provide the Settlement Administrator with an allocation or position report generated by the DTCC, Westell's transfer agent, or such other similar entity in anticipation of the Transaction to facilitate the allocation of the Transaction Consideration to Class Members (the "DTCC Allocation Report"), which may include, for each DTCC Participant, the number of shares of Westell common stock reflected on the DTCC Allocation Report or other similar entity to distribute the Transaction Consideration.

iii. In addition to the information to be provided under Paragraph 2(b)(ii) above, Westell, at the request of Plaintiff, and at no cost to the Settlement Fund, Plaintiff, Plaintiff's Counsel, or the Settlement Administrator, shall make commercially reasonable efforts (the costs of which shall not exceed \$49,000) to provide such additional information from Westell, Westell's transfer agent, and/or DTCC (or its nominee, Cede) as may be required to distribute the Net Settlement Fund to Class Members and to ensure that the Net Settlement Fund is paid only to Class Members. To be clear, aside from the foregoing, Westell, Defendants and their insurers shall have no responsibility whatsoever to pay for any Notice Costs; rather, such Notice Costs shall be paid exclusively from the Settlement Fund.

iv. Defendants 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.

v. The Net Settlement Fund shall be distributed to Class Members in 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 for the Settlement Fund will be developed solely by Plaintiff or Plaintiff's Counsel or their expert, subject to Court approval. 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. Plaintiff and Plaintiff's 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. Released Defendant Parties 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.

vi. The Net Settlement Fund shall be distributed to Class Members only after the Effective Date of the Settlement and after: (a) all Notice Costs, Administrative Costs and Taxes, and any Fee and Expense Award have been paid from the Settlement Fund or reserved; and (b) the Court has entered an order authorizing the specific distribution of the Net Settlement Fund (the "Class Distribution Order"). Plaintiff's Counsel will apply to the Court, on notice to Defendants' Counsel, for the Class Distribution Order.

vii. Payments pursuant to the Class Distribution Order shall be final and conclusive against all Class Members. Plaintiff, Defendants, the other Released Defendant Parties, 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, any 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.

viii. 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.

c. **Costs of Distribution:** Plaintiff's Counsel shall pay out of the Account all Administrative Costs associated with the allocation and distribution of the Net Settlement Fund (including the costs, if any, associated with escheat).

d. **Investment and Disbursement of the Settlement Fund:**

i. The Settlement Fund deposited in accordance with Paragraph 2(a) above shall be invested in instruments backed by the full faith and credit of the United States Government or fully insured by the United States Government or an agency thereof, or if the yield on such instruments is negative, in an account fully insured by the United States Government or an agency thereof, and shall reinvest the proceeds of these instruments as they mature in similar instruments

at their then-current market rates. The Settlement Fund shall bear all risks related to investment of the Settlement Fund.

ii. The Settlement Fund shall not be disbursed except as provided in the Stipulation or by an order of the Court.

iii. The Settlement Fund and the Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the exclusive jurisdiction of the Court, until such time as the Settlement Fund shall be distributed in accordance with the Stipulation and/or further order(s) of the Court.

### **III. SCOPE OF THE SETTLEMENT**

3. Upon entry of the Judgment, and subject to the occurrence of the Effective Date, Defendants shall be dismissed with prejudice from the Action without the award of any damages, costs, or fees or the grant of further relief except for the payments provided in this Stipulation.

4. Upon the Effective Date, Plaintiff, and all Class Members, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally, and forever released, settled, and discharged the Released Defendant Parties from and with respect to every one of the Released Plaintiff's Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, prosecuting, or continuing to prosecute any Released Plaintiff's Claims against any of the Released Defendant Parties.

5. Upon the Effective Date, each of Defendants, on behalf of themselves and their successors and assigns, shall thereupon be deemed to have fully, finally and forever, released, settled, and discharged the Released Plaintiff Parties from and with respect to every one of the Released Defendants' Claims, and shall thereupon be forever barred and enjoined from commencing, instituting, or prosecuting any of the Released Defendants' Claims against any of the Released Plaintiff Parties.

6. The contemplated releases given by the Settling Parties in this Stipulation extend to Released Plaintiff's Claims and Released Defendants' Claims (collectively, "Released Claims") that the Settling Parties did not know or suspect to exist at the time of the release, which if known, might have affected the decision to enter into this Stipulation.

7. Regarding the Released Claims, the Settling Parties shall be deemed to have waived all provisions, rights, and benefits conferred by any law of the United States, any law of any state, or principle of common law which governs or limits a person's release of Unknown Claims to the fullest extent permitted by law, and to have relinquished, to the full extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, 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.**

#### **IV. SUBMISSION OF THE SETTLEMENT TO THE COURT FOR APPROVAL**

8. As soon as practicable after execution of this Stipulation, Plaintiff shall (i) apply to the Court for entry of an Order in the form attached hereto as Exhibit A (the “Scheduling Order”), providing for, among other things: (a) the dissemination by mail of the Notice of Pendency and Proposed Settlement of Class Action (the “Long-Form Notice”), substantially in the form attached hereto as Exhibit B; (b) the publication of the Summary Notice of Pendency and Proposed Settlement of Class Action with Defendants (the “Publication Notice”), substantially in the form attached hereto as Exhibit C; and (c) the scheduling of the Settlement Hearing to consider: (1) the proposed Settlement, (2) the request that the Judgment be entered in all material respects in the form attached hereto as Exhibit D, (3) Plaintiff’s Counsel’s application for an award of attorneys’ fees and expenses, and (4) any objections to any of the foregoing; and (ii) take all reasonable and appropriate steps to seek and obtain entry of the Scheduling Order.

9. Plaintiff shall request at the Settlement Hearing that the Court approve the Settlement and enter the Judgment.

10. The Settling Parties shall take all reasonable and appropriate steps to obtain Final entry of the Judgment in all material respects in the form attached hereto as Exhibit D.

11. Notwithstanding the fact that the Effective Date of the Settlement has not yet occurred, Plaintiff's Counsel may pay from the Notice Payment, without further approval from Defendants or their insurers or further order of the Court, all Notice Costs actually incurred and paid or payable. Notice shall be provided in accordance with the Scheduling Order. Plaintiff shall retain a Settlement Administrator to disseminate Notice and for the disbursement of the Net Settlement Fund to Class Members. Westell shall cooperate with Plaintiff in providing Notice, including, but not limited to, Westell providing the Class Member Records and the Transaction Records in accordance with Paragraph 2(b) above. For the avoidance of doubt, in the event that the Settlement is terminated pursuant to the terms of this Stipulation, all Notice and Administrative Costs paid or incurred, including any related fees, shall not be returned or repaid to Defendants, Westell, or their insurance carriers, or any of the other Released Defendant Parties, or any other person or entity who or which paid any portion of the Settlement Fund.

## **V. CONDITIONS TO SETTLEMENT**

12. 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 Court has entered the Scheduling Order in all material respects in the form attached hereto as Exhibit A;

b. the Court has entered the Judgment in all material respects in the form attached hereto as Exhibit D;

c. the Judgment has become Final; and

d. the full amount of the \$2,200,000.00 Settlement Payment has been paid into the Account in accordance with Paragraph 2(a) above.

13. Upon the occurrence of the Effective Date, any and all remaining interest or right of Defendants in or to the Settlement Fund, if any, shall be absolutely and forever extinguished and the Releases herein shall be effective.

## **VI. ATTORNEYS' FEES AND EXPENSES**

14. Plaintiff's Counsel will apply for an award of attorneys' fees not to exceed 25% of the Settlement Fund, as well as the reimbursement of expenses incurred in the Action not to exceed \$125,000, to be paid solely from the Settlement Fund (the "Fee Application"). Plaintiff's Counsel's Fee Application is not the subject of any agreement between the Settling Parties other than what is set forth in this Stipulation. Plaintiff's Counsel also intend to petition the Court for an Incentive Award to Lead Plaintiff of no more than \$2,000. The Released Defendant Parties shall have no responsibility for or liability whatsoever with respect to the allocation or award of any Fee and Expense Award to Plaintiff's Counsel or Incentive Award to Lead Plaintiff. The Fee and Expense Award shall be payable solely from the Settlement Fund.

15. An amount equal to the Fee and Expense Award shall be payable to Plaintiff's 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. In the event that (i) this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date otherwise fails to occur for any reason, or (ii) the Fee and Expense Award is disapproved, reduced, reversed, or otherwise modified by Final court order, then Plaintiff's Counsel shall, within fifteen business days after Plaintiff's Counsel receives notice of any such event in (i) or (ii) above, return to the Account, as applicable, either the entirety of the Fee and Expense Award or the difference between the attorneys' fees and expenses awarded by the Court in the Fee and Expense Award on the one hand, and any attorneys' fees and expenses ultimately and finally awarded on appeal, further proceedings on remand, or otherwise on the other hand.

16. The disposition of the Fee Application is not a material term of this Stipulation, and it is not a condition of this Stipulation that such application be granted. The Fee Application may be considered separately from the proposed Stipulation. Any disapproval or modification of the Fee Application by the Court or on appeal shall not affect or delay the enforceability of this Stipulation, provide any of the Settling Parties with the right to terminate the Settlement, or affect or delay

the binding effect or finality of the Judgment and the release of the Released Plaintiff's Claims. Final resolution of the Fee Application shall not be a condition to the dismissal, with prejudice, of the Action as to Defendants or effectiveness of the releases of the Released Plaintiff's Claims.

## **VII. STAY PENDING FINALITY OF THE SETTLEMENT**

17. The Settling Parties agree not to initiate any other proceedings against Defendants other than those incident to the Settlement itself pending the occurrence of the Effective Date. The Settling Parties also agree to use their reasonable best efforts to seek the stay and dismissal of, and to oppose entry of, any interim or final relief in favor of any Class Member in any other proceedings which challenge the Settlement or the Transaction or otherwise assert or involve the commencement or prosecution of any Released Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

18. The Settling Parties will request the Court to order (in the Scheduling Order) that, pending final determination of whether the Settlement should be approved, Plaintiff and all Class Members are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any Released Plaintiff's Claim, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.



## VIII. TAXES

19. The Settling Parties agree that the Settlement Fund together with all interest earned on the Settlement Fund is intended to be a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1. The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Article VIII, including, if necessary, the “relation-back election” (as defined in Treas. Reg. § 1.468B-1(j)(2)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such Treasury regulations promulgated under § 1.468B of the Internal Revenue Code of 1986, as amended. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Westell shall provide, or shall cause to be provided, the statement described in Treas. Reg. § 1.468B-3(e) to Plaintiff’s Counsel within the time period required thereunder.

20. The Settlement Administrator shall timely and properly file all informational and other tax returns necessary or advisable with respect to the Settlement Fund (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)). Such returns (as well as the election described in Paragraph 19 above) shall be consistent with this Article VIII and in all events shall reflect that all taxes (including any estimated taxes, interest or penalties) on the income earned by

the Settlement Fund shall be paid out of the Settlement Fund as provided in Paragraph 21 below.

21. All taxes shall be paid out of the Settlement Fund, and shall be timely paid by Plaintiff's Counsel without further order of the Court. Any tax returns prepared for the Settlement Fund (as well as the election set forth herein) shall be consistent with this Article VIII 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. Any costs for the preparation of applicable tax returns shall be paid from the Settlement Fund. Defendants and Released Defendant Parties shall not bear any tax liability in connection with the Settlement Fund, including any liability for income taxes owed by any Class Member by virtue of their receipt of payment from the Settlement Fund.

22. Defendants and their counsel agree to cooperate with Plaintiff's Counsel, as administrators of the Settlement Fund, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions of this Article VIII.

#### **IX. TERMINATION OF SETTLEMENT; EFFECT OF TERMINATION; EFFECT OF PARTIAL APPROVAL OF SETTLEMENT**

23. Subject to Paragraph 26 below, if either (i) the Court finally refuses to enter the Judgment in any material respect or alters the Judgment in any material respect prior to entry, or (ii) the Court enters the Judgment but on or following

appellate review, the Judgment is modified or reversed in any material respect, the Settlement and this Stipulation shall be canceled and terminated unless each of the Settling Parties to this Stipulation, within ten business days from receipt of such ruling, agrees in writing with the other Settling Parties hereto to proceed with this Stipulation and Settlement, including only with such modifications, if any, as to which all other Settling Parties in their sole judgment and discretion may agree. In addition to the foregoing, Plaintiff shall have the right to cancel and terminate the Settlement and this Stipulation in the event that the Settlement Payment is not timely paid in accordance with Paragraph 2(a) above. For purposes of this paragraph, an intent to proceed shall not be valid unless it is expressed in a signed writing. Neither a modification nor a reversal on appeal of the amount of fees, costs, and expenses awarded by the Court to Plaintiff's Counsel shall be deemed a material modification of the Judgment or this Stipulation.

24. If this Stipulation is disapproved, canceled, or terminated pursuant to its terms or the Effective Date of the Settlement otherwise fails to occur, (i) the Settling Parties shall be deemed to have reverted to their respective positions in the Action immediately before December 13, 2023, they shall negotiate a new trial schedule in good faith, and they shall proceed as if the Stipulation had not been executed and the related orders had not been entered; (ii) all of their respective claims and defenses as to any issue in the Action shall be preserved without prejudice

in any way; and (iii) the statements made in connection with the negotiations of this Stipulation shall not be deemed to prejudice in any way the positions of any of the Settling Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Settling Party, shall not be used or entitle any Settling Party to recover any fees, costs, or expenses incurred in connection with the Action except to the extent necessary to justify additional expenditures for any potential future fee application in the event of the failure of the Settlement, and neither the existence of this 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 litigation or judicial proceeding, except to the extent that reference to the existence of the Stipulation is necessary in the event of the failure of the Settlement to justify a request for a modified scheduling order and trial date in the Action.

#### **X. MISCELLANEOUS PROVISIONS**

25. 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.

26. 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 Defendants to be a preference, voidable transfer, fraudulent transfer, or similar transaction and any portion thereof is required to be returned, and such amount is not promptly deposited into the Settlement Fund by others, then, at the election of Plaintiff, Plaintiff and Defendants shall jointly move the Court to vacate and set aside the Releases given and the Judgment entered in favor of Defendants and the other Released Defendant Parties pursuant to this Stipulation, in which event the releases and Judgment shall be null and void, and the Settling Parties shall be restored to their respective positions in the Action as provided 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 Costs and Administrative Costs actually incurred, paid or payable) shall be returned as provided in Paragraph 2(a)(iii).

27. 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 Plaintiff and any other Class Members against Defendants and any Released Defendant Party with respect to the Released Plaintiff's Claims. Accordingly, Plaintiff and his counsel and Defendants and their counsel agree not to assert in any forum that this Action was brought by Plaintiff or defended by Defendants in bad faith or without a reasonable basis. 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, including through a mediation process supervised and conducted by Jed D. Melnick, Esq. of JAMS, 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.

28. While retaining their right to deny that the claims asserted in the Action were meritorious, Defendants and their counsel, in any statement made to any media representative (whether or not for attribution) will not assert that the Action was commenced or prosecuted in bad faith, nor will they deny that the Action was commenced and prosecuted in good faith and is being settled voluntarily after consultation with competent legal counsel. In all events, Plaintiff and his counsel and Defendants and their 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.

29. 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).

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

31. 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.

32. 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.

33. 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 exclusive jurisdiction for the purpose of entering orders providing for awards of attorneys' fees and expenses to Plaintiff's Counsel and enforcing the terms of this Stipulation, including the distribution of the Net Settlement Fund to Class Members.

34. 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.

35. 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, and it is not relying upon any other agreements, representations, warranties, or inducements (or the accuracy or completeness thereof), by any Settling Party concerning this Stipulation or its exhibits other than those contained and memorialized in such documents.

36. This Stipulation may be executed in one or more counterparts, including by facsimile and email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

37. This Stipulation shall be binding upon and inure to the benefit of the successors and assigns of the Settling Parties, including Released Plaintiff Parties and Released Defendant Parties, 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 Defendant Parties and the Released Plaintiff Parties are intended beneficiaries of this Stipulation and are entitled to enforce the releases contemplated by the Settlement.

38. The construction, interpretation, operation, effect, and validity of this Stipulation and all documents necessary to effectuate it shall be governed by the internal laws of the State of Delaware without regard to conflicts of laws.

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

40. 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.

41. 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.

42. Counsel to the Settling Parties 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.

43. Plaintiff and Plaintiff's Counsel represent and warrant that Plaintiff is a Class Member and that none of Plaintiff's claims or causes of action referred to in this Stipulation have been assigned, encumbered, or otherwise transferred in any manner in whole or in part.

44. 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 Plaintiff or Plaintiff's Counsel:

RIGRODSKY LAW, P.A.  
Attn: Herbert W. Mondros  
300 Delaware Avenue, Suite 210  
Wilmington, Delaware 19801  
(302) 295-5310  
hwm@rl-legal.com

ROWLEY LAW, PLLC  
Attn: Shane Rowley  
50 Main Street, Suite 1000  
White Plains, NY 10606  
(914) 400-1920  
srowley@rowleylawpllc.com

If to Defendants or Westell:

RICHARDS, LAYTON & FINGER, P.A.  
Attn: Brock E. Czeschin  
One Rodney Square  
920 North King Street  
Wilmington, Delaware 19801  
(302) 651-7700  
Czeschin@rlf.com

45. Except as otherwise provided herein, Plaintiff and Defendants shall bear their own costs.

46. 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.

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

48. 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.

RIGRODSKY LAW, P.A.

/s/ Herbert W. Mondros

Seth D. Rigrodsky (#3147)

Gina M. Serra (#5387)

Herbert W. Mondros (#3308)

300 Delaware Avenue, Suite 210

Wilmington, Delaware 19801

(302) 295-5310

*Counsel for Lead Plaintiff Pankaj*

*Sharma and the Class*

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White Plains, NY 10606

(914) 400-1920

RICHARDS, LAYTON & FINGER, P.A.

/s/ Brock E. Czeschin

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(302) 651-7700

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