

IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SUBHASH PATEL, derivatively on  
behalf of ALTICE USA INC.,

Plaintiff,

v.

PATRICK DRAHI, MANON  
BROUILLETTE, MARK MULLEN, and  
RAYMOND SVIDER,

Defendants,

-and-

ALTICE USA INC., a Delaware  
Corporation,

Nominal Defendant.

C.A. No. 2020-0499-PAF

**[PROPOSED] ORDER AND FINAL JUDGMENT**

WHEREAS, a hearing was held before this Court on \_\_\_\_\_,  
2022, pursuant to this Court’s Scheduling Order with Respect to Notice and  
Settlement Hearing, dated \_\_\_\_\_, 2022 (the “Scheduling Order”), upon  
a Stipulation and Agreement of Compromise, Settlement, and Release dated April  
22, 2022 (the “Agreement”) setting forth the terms and conditions of a proposed  
settlement (the “Settlement”) of the above-captioned action (the “Action”), which  
is incorporated herein by reference, the parties having appeared by their attorneys  
of record, the Court having heard and considered the submissions and evidence  
presented in support of the proposed Settlement and the application for an award

of attorneys' fees and expenses and an incentive award to Plaintiff in this Action, the opportunity to be heard having been given to all other persons requesting to be heard in accordance with the Scheduling Order and the Court having determined that Notice was adequate and efficient, and the entire matter of the proposed Settlement having been heard and considered by the Court.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, this \_\_\_ day of \_\_\_\_\_ 2022, that:

1. Unless otherwise defined herein, all capitalized terms shall have the same meaning as set forth in the Stipulation and Scheduling Order.

2. The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement of the Action, as well as personal jurisdiction over all of the Settling Parties and each of the Current Stockholders, and it is further determined that Plaintiff, Defendants, Altice, and all Current Stockholders, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Order and Final Judgment (the "Judgment").

3. The Court finds that Plaintiff and Plaintiff's Counsel have adequately represented the interests of Altice and its stockholders with respect to the Action, the claims asserted therein, and all Released Claims.

4. The Court finds that the Settlement as set forth in the Agreement is fair, reasonable, adequate, and in the best interests of Altice and its stockholders. The Court further finds that the Settlement is the result of arms' length negotiations between experienced counsel fairly and adequately representing the interests of the respective Parties.

5. The Notice has been given to all Current Stockholders of Altice as of April 22, 2022 pursuant to and in the manner directed by the Scheduling Order, proof of mailing, and other dissemination of the Notice was filed with the Court, and a full opportunity to be heard has been offered to all parties in the Action, Current Stockholders of Altice, and persons in interest. The Court finds the form and means of the Notice was the best notice practicable under the circumstances and was given in full compliance with the requirements of Court of Chancery Rule 23.1 and due process of law, and to constitute due and sufficient notice to all Persons entitled thereto, and that all Current Stockholders of Altice, as well as their transferees, heirs, executors, successors, and assigns, are bound by this Judgment.

6. With respect to the claims asserted in the Action, the Court finds that Plaintiff in the Action has continuously held stock in the Company since the time of the alleged breaches of duty complained of in the Action, otherwise has standing to prosecute the Action, and is an adequate representative of all stockholders of Altice.

7. The Court finally appoints Subhash Patel as representative for Altice, with respect to the derivative claims, and finally appoints Purcell & Lefkowitz LLP and Andrews & Springer LLC as counsel on behalf of Altice with respect to the derivative claims.

8. Based on the record in the Action, the provisions of Chancery Court Rules 23.1 are satisfied and the Action has been properly maintained according to the provisions of Chancery Court Rule 23.1.

9. Pursuant to Court of Chancery Rule 23.1, this Court approves the Settlement in all respects, and the parties are directed to consummate the settlement in accordance with the terms of the Stipulation. The Register in Chancery is directed to enter and docket this Judgment.

10. The Action is dismissed with prejudice as to all Defendants and as to Altice, and against Plaintiff, and all Current Stockholders of Altice. As between Plaintiff and Defendants, the Settling Parties are to bear their own costs, except as otherwise provided in paragraphs 16 and 17 below or as otherwise provided in the Stipulation and Scheduling Order.

11. Upon entry of this Judgment, the Releasing Persons shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished and dismissed with prejudice the Action and the Released Claims (including Unknown Claims) against any and all

Released Person(s) which the Releasing Persons ever had, now have, or may have had; provided, however, that such release shall not affect any claims or impair or restrict the rights of any Settling Party to enforce the terms of the Agreement.

12. The Settling Parties are hereby authorized, without further approval from the Court, to agree to adopt such amendments, modifications, and expansions of the Stipulation that are consistent with this Judgment and the Stipulation and that do not limit the rights of Plaintiff, Defendants, Altice, and the Company's stockholders under the Stipulation. Without further order of the Court, the Settling Parties may agree to reasonable extensions of time to carry out any of the provisions of the Stipulation.

13. In the event that the Settlement is terminated in its entirety pursuant to Paragraph 7.4 of the Stipulation or the Effective Date otherwise fails to occur for any other reason, then (i) the Settlement and the Stipulation (other than Sections 4.3 and 6.3 thereof) shall be canceled and terminated; (ii) this Judgment and any related orders entered by the Court shall in all events be treated as vacated, nunc pro tunc; (iii) the Releases provided under this Judgment shall be null and void; (iv) the fact of the Settlement shall not be admissible in any proceeding before any court or tribunal; (v) all proceedings in, and parties to, the Action shall revert to their status as of April 22, 2022, and no materials created by or received from another Party that were used in, obtained during, or related to settlement

discussions shall be admissible for any purpose in any court or tribunal, or used, absent consent from the disclosing party, for any other purpose or in any other capacity, except to the extent that such materials are required to be produced during discovery in any other litigation; (vi) the Court shall set a revised schedule for trial; and (vii) the Settling Parties shall proceed in all respects as if the Settlement and the Stipulation (other than Sections 4.3 and 6.3 thereof) had not been entered into by the Settling Parties.

14. Plaintiff's Counsel are hereby awarded attorneys' fees in the amount of \$\_\_\_\_\_, inclusive of expenses, which amount the Court finds to be fair and reasonable, to be paid to Plaintiff's Counsel in accordance with the terms of the Agreement.

15. Neither the Agreement, nor any of its terms or provisions, nor entry of this Judgment, nor any document or exhibit referred or attached to the Agreement, nor any action taken to carry out the Settlement: (a) is, may be construed as, or may be used as evidence of the validity of any of the Released Claims, an admission by or against Defendants of any fault or wrongdoing, or a concession of liability whatsoever by any Person in the Action, or any other actions or proceedings, whether civil, criminal, or administrative; or (b) shall be interpreted as an admission of liability or wrongdoing on the part of the Committee Defendants, nor an admission on the part of Plaintiff of any lack of merit of the

claims asserted in the Action. Notwithstanding the foregoing, the Defendants and the Released Persons may file the Agreement, or any judgment or order of the Court related hereto, in any action that has been or may be brought against them, in order to support a claim or defense 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.

16. Plaintiff is awarded an Incentive Award in the sum of \$\_\_\_\_\_ to be payable solely from the Fee and Expense Amount and in accordance with the terms of the Agreement.

17. No proceedings or Court order with respect to the Fee Award or Incentive Award shall in any way disturb or affect this Judgment (including precluding the 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. Nothing herein dismisses or releases any claim by or against any party to the Stipulation arising out of a breach of the Stipulation or violation of this Judgment.

18. Without affecting the finality of this Judgment in any way, the Court retains jurisdiction with respect to the implementation, enforcement, and interpretation of the terms of the Agreement, the Settlement, and the terms of this Order, and all Settling Parties submit to the jurisdiction of the Court for any such

purposes. Nothing herein dismisses or releases any claim by or against any party to the Agreement arising out of a breach of the Agreement or violation of this Judgment.

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Vice Chancellor Paul A. Fioravanti, Jr.