



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE WEBER, INC.
STOCKHOLDER LITIGATION

CONSOLIDATED
C.A. No. 2023-0993-KSJM

~~PROPOSED~~ ORDER AND FINAL JUDGMENT

On this 30th day of June, 2025, a hearing having been held before this Court 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. **Definitions**: Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.
2. **Jurisdiction**: The Court has jurisdiction over the subject matter of the Action, and all matters relating to the Settlement, as well as personal jurisdiction over the Parties for purposes of the Settlement.

3. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof the Stipulation filed with the Court on March 19, 2025.

4. **Notice:** The Court finds that the dissemination of the Notice: (a) was implemented in accordance with the Scheduling Order; (b) constituted the best notice 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, due process, and applicable law.

5. **Class Certification:** The Action is finally certified for Settlement purposes only as a non-opt out class action pursuant to Court of Chancery Rules 23(a), 23(b)(1), and (b)(2), on behalf of a Class consisting of:

All former holders of Weber Class A common stock at any time between announcement of the Merger Agreement through the closing of the Transaction, together with their successors and assigns. Excluded from the Class are (i) the Defendants herein, (ii) members of the immediate family of any of the Individual Defendants, (iii) and any entity in which any of them has a controlling interest, and the heirs, successors, or assignees of any such excluded party (the “Excluded Persons”). Excluded Persons also include any trusts, estates, entities, or accounts that held Company shares for the benefit of any of the foregoing.

6. Based on the record in the Action, the Court finds that: (a) the Class Members are so numerous that their joinder in the Action would be impracticable,

satisfying Court of Chancery Rule 23(a)(1); (b) there are questions of law and fact common to the Class, satisfying Court of Chancery Rule 23(a)(2); (c) Plaintiffs' claims are typical of claims of the other Class Members in that they all arise from the same allegedly wrongful course of conduct and are based on the same legal theories, satisfying Court of Chancery Rule 23(a)(3); (d) in connection with the prosecution of the Action and the Settlement, Plaintiffs and Lead Counsel have fairly and adequately represented and protected the interests of the Class, satisfying Court of Chancery Rule 23(a)(4); (e) the prosecution of separate actions by individual Class Members would create a risk of inconsistent adjudications that would establish incompatible standards of conduct for Defendants, and, as a practical matter, the disposition of the Action would influence the disposition of any pending or future identical suits, actions, or proceedings brought by other Class Members, satisfying Court of Chancery Rule 23(b)(1); and (f) Defendants are alleged to have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole, satisfying Court of Chancery Rule 23(b)(2).

7. The Court finally certifies Plaintiffs as representatives for the Class and finally certifies Lead Counsel as counsel for the Class.

8. **Final Settlement Approval and Dismissal of Claims:** The Settlement of this Action as provided for in the Stipulation, including the plan of allocation as

set forth in Section II.B of the Stipulation, is approved as fair, reasonable, and adequate, and in the best interests of Plaintiffs and the Class.

9. Pursuant to Court of Chancery Rule 23, this Court approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement Fund; the releases, including the release of the Released Plaintiffs' Claims as against the Released Defendant 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 the Class, 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.

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

11. **Releases**: The Releases set forth in the Stipulation are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

a. As of the Effective Date, Plaintiffs and each and every member of the Class, on behalf of themselves and any and all of their respective successors-

in-interest, successors, predecessors-in-interest, predecessors, representatives, 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 or through, 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 released and forever discharged all of the Released Plaintiffs' Claims against the Released Defendant Parties, and shall forever be barred and enjoined from commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

b. As of the Effective Date, the Defendants and Weber, 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 or through, 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 released and forever discharged all of the Released Defendants' Claims against the Released Plaintiff Parties, and shall forever be barred and enjoined from

commencing, instituting, instigating, facilitating, asserting, continuing, maintaining, participating in, or prosecuting any and all of the Released Defendants' Claims against any of the Released Plaintiff Parties.

12. Notwithstanding the above paragraph, nothing in the Stipulation or in this Order and Final Judgment shall in any way impair or restrict the rights of Plaintiffs and Defendants to enforce the terms of the Settlement pursuant to the Stipulation.

13. **Fee and Expense Award:** Lead Counsel are hereby awarded a Fee and Expense Award of \$3,830,000.00 in fees and expenses in the sum of \$99,606.30, which the Court finds to be fair and reasonable. The Fee and Expense Award shall be paid pursuant to the provisions of the Stipulation and shall be paid solely out of the Settlement Fund.

14. **Binding Effect:** The binding effect of this Order and Final Judgment and the obligations of Plaintiffs, Class Members, and Defendants under the Settlement shall not be conditioned upon or subject to the resolution of any appeal from this Order and Final Judgment that relates solely to the issue of attorneys' fees, costs, and expenses.

15. Plaintiffs, Class Members (regardless of whether or not any individual Class Member was entitled to receive or in fact receives a distribution from the Net Settlement Fund), and Defendants shall be and are deemed bound by the Stipulation

and this Order and Final Judgment. This Order and Final Judgment, including the release of all Released Claims against all Released Parties, shall have *res judicata*, collateral estoppel, and all other preclusive effect in all pending and future lawsuits, arbitrations or other proceedings maintained by, or on behalf of, Plaintiffs or any Class Members, as well as their respective successors and assigns.

16. **Modification of the Stipulation:** Without further order of the Court, Plaintiffs and Defendants (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 (i) are not materially inconsistent with this Order and Final Judgment; and (ii) do not materially limit the rights of Class Members in connection with the Settlement.

17. **No Admission of Wrongdoing:** None of the Term Sheet, the Stipulation, the Settlement, or the negotiations leading to execution of the Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Term Sheet, the Stipulation, or approval of the Settlement shall be offered against (i) any Defendant as evidence of any presumption, admission, or concession by any Defendant of any fault, liability, or wrongdoing of any kind or of any damages whatsoever; or (ii) any Plaintiff as evidence that any of his claims are without merit, that any Defendant had meritorious defenses, or that damages recoverable from any Defendant under the Complaint would not have exceeded the Settlement Amount;

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 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.

18. **Termination of Settlement:** If the Settlement is terminated as provided in the Stipulation or the Effective Date of the Settlement otherwise fails to occur, 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 Plaintiffs, the Class, Defendants; and Plaintiffs and Defendants shall revert to their respective positions in the Action as of immediately prior to the execution of the Term Sheet on February 21, 2025.

19. **Retention of Jurisdiction:** Without affecting the finality of this Order and Final Judgment in any way, this Court retains continuing and exclusive jurisdiction over Plaintiffs, Defendants, and all Class Members for purposes of the administration, implementation, and enforcement of the Settlement.

20. **Entry of Final Judgment:** There is no just reason to delay the entry of this 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: June 30, 2025

Kathleen St. J. McCormick

The Honorable Kathleen St. Jude McCormick