UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

ATG FUND II LLC, individually and on behalf of all others similarly situated, Plaintiff, v. VPC IMPACT ACQUISITION HOLDINGS SPONSOR II, LLC, BRENDAN CARROLL, GORDON WATSON, CARLY ALTIERI, JOHN MARTIN, JOSEPH LIEBERMAN, and KAI SCHMITZ, Defendants, -and- VPC IMPACT ACQUISITION HOLDINGS II, Nominal Defendant.	Civil Action No. 23-1978-JSR

DECLARATION OF AARON T. MORRIS IN SUPPORT OF (A) MOTION FOR FINAL APPROVAL OF SETTLEMENT, CLASS CERITICATION, AND PLAN OF ALLOCATION; AND (B) MOTION FOR ATTORNEYS' FEES, LITIGATION EXPENSES, AND INCENTIVE AWARD

AARON T. MORRIS declares as follows:

1. I am a partner in the law firm of Morris Kandinov LLP ("Morris Kandinov" or "Lead Counsel"), which is the proposed Lead Counsel for ATG Fund II LLC ("ATG" or "Lead Plaintiff") and the Settlement Class in the above-captioned action (the "Action").[1]

2. I submit this declaration in support of Lead Plaintiff and Lead Counsel's (i) Motion for Final Approval of Settlement, Class Certification, and Plan of Allocation; and (ii) Motion for Attorneys' Fees, Litigation Expenses, and Incentive Award. I have personal knowledge of the matters set forth herein based on my active participation in the prosecution and settlement of this Action and could and would testify competently thereto.

3. For the reasons herein, Lead Plaintiff and Lead Counsel respectfully submit that the Settlement is an exceptional result for the Settlement Class (as defined below) and should be approved in full.

I. INTRODUCTION

4. The proposed Settlement, if approved by the Court, will provide a cash payment of $7 million, to be distributed *pro rata* for the benefit of the Class. The Settlement confers a substantial and immediate recovery while avoiding significant litigation risks, including no recovery at all, diminution of the disputed assets, and collections and indemnity challenges.

5. The Settlement is the product of extensive arm's length negotiations, which were facilitated by Joint Official Liquidators ("JOLs"), appointed by the Grand Court of the Cayman Islands (the "Cayman Court"), acting as quasi-mediators. It was reached only after complex, multi-

[1] Capitalized terms not otherwise defined herein have the same meaning ascribed to them in the Stipulation and Agreement of Settlement, Compromise, and Release executed on June 12, 2024 (the "Settlement Agreement"; ECF 26-1).

party settlement negotiations that continued in parallel with briefing of the motion to dismiss and the proceedings in the Cayman Islands.

6. While both Lead Plaintiff and Lead Counsel were fully committed to litigating this Action through trial, the Settlement terms were too favorable to the Class for counsel to recommend further litigation, especially in light of the substantial litigation and collection risks highlighted below.

7. The Settlement resulted only from Lead Plaintiff and Lead Counsel's zealous advocacy on behalf of the Class. This was not a case with a parallel SEC investigation or other governmental inquiry, and only Lead Plaintiff and Lead Counsel pursued a recovery for the benefit of the Class.

8. Lead Counsel's diligent efforts included: (i) conducting a pre-suit investigation before filing the Complaint, including review of the SPAC's governing documents, SEC filings, press releases, media reports, and other public information; (ii) researching, briefing, and arguing Defendants' Motion to Dismiss; (iii) engaging in difficult settlement negotiations to ultimately obtain the Settlement for the Class; (iv) coordinating and participating in parallel proceedings in the Cayman Islands; and (v) and coordinating and participating in parallel proceedings in the U.S. Bankruptcy Court for the Southern District of New York.

9. Lead Plaintiff and Lead Counsel were well positioned to evaluate the Settlement as fair, reasonable, and adequate. Lead Counsel's analysis was based on extensive briefing, investigations, and confirmatory discovery, as well as Lead Counsel's first-hand knowledge of similar disputes involving the residual assets of liquidating SPACs.

10. In considering whether to enter the Settlement, Lead Plaintiff and Lead Counsel weighed the amount of the Settlement against the strength of Lead Plaintiff's claims, taking into

account the risks inherent in proving liability and recovering damages, as well as the likely diminution of the disputed funds during continued litigation, including appeals, and collection and indemnity risks. These risks, while surmountable, were considerable and weighed in favor of the Settlement, which provides immediate and guaranteed value to the Settlement Class.

11. As to the proposed Plan of Allocation, which the Court approved in its Order Preliminarily Approving Settlement on June 18, 2024, the distribution of the Net Settlement Fund to Class Members is on a *pro rata* basis based on the shares held by each Class member and therefore is equitable.

12. Finally, in light of the exceptional result of this Action, and given that Lead Counsel prosecuted this Action on a contingent basis, thus bearing the risk of an unfavorable result, Lead Plaintiff and Lead Counsel respectfully request attorneys' fees in the amount of 25% of the Settlement Fund, reimbursement of $135,553.72 in litigation expenses necessarily incurred in successfully pursuing the Action, and an incentive award of $50,000 in recognition of Lead Plaintiff's exceptional effort in bringing about this settlement for the benefit of the Class, which would be deducted from the requested attorneys' fee award and would not reduce the amount to be distributed to the Class.

II. HISTORY AND PROSECUTION OF THE ACTION

13. On March 8, 2023, Lead Plaintiff filed a complaint asserting claims for breach of contract, breach of fiduciary duty, and declaratory judgment (ECF 1). On February 20, 2024, Lead Plaintiff filed an amended complaint asserting the same claims (ECF 12).

14. On March 5, 2024, the Joint Official Liquidators (the "JOLs"), in their capacity as the then-court appointed official liquidators of VPCB, and the Individual Defendants filed separate Motions to Dismiss the action (ECF 15, 16).

15. Plaintiff responded with an omnibus opposition brief on March 15, 2024 (ECF 22), and Defendants filed their reply briefs on March 21, 2024 (ECF 24, 25).

16. Full briefing of the Motions to Dismiss provided Class Counsel with the opportunity to evaluate the strengths and weaknesses of Plaintiff's claims and Defendants' defenses.

17. The dispute over the respective entitlement of Class A and Class B stockholders to the Termination Fee was also the subject of separate proceedings in the Grand Court of the Cayman Islands (the "Cayman Court").

18. On March 17, 2023, Funicular Funds LP ("Funicular") filed a petition for the winding up of VPCB in the Cayman Court captioned *In re VPC Acquisition Impact Acquisition Holdings II (In Official Liquidation)*, FSD No. 73 of 2023 (DDJ).

19. On April 7, 2023, VPCB was placed into voluntary liquidation, and Alexander Lawson and Christopher Kennedy of Alvarez & Marsal Cayman Islands Limited were appointed as joint voluntary liquidators.

20. On July 5, 2023, the Cayman Court appointed Messrs. Lawson and Kennedy as joint official liquidators of the Company, and the liquidation of the Company was brought under the Cayman Court's supervision in a proceeding captioned *In re VPC Impact Acquisition Holdings II (In Official Liquidation)*, FSD No. 120 of 2023 (MRHCJ) (the "Cayman Proceeding").

21. On September 7, 2023, the JOLs filed a petition for recognition in the U.S. Bankruptcy Court for the Southern District of New York for recognition of the Cayman Proceeding as a foreign main proceeding under Chapter 15 of Title 11 of the United States Code. *See In re VPC Impact Acquisition Holdings II (In Official Liquidation)*, Case No. 23-11441 (MEW) (Bankr. S.D.N.Y.). Judge Wiles entered a recognition order on November 6, 2023; however, after

conferences with the parties, including Plaintiff's counsel, Judge Wiles subsequently modified the recognition order on February 2, 2024 such that this action would be permitted to proceed notwithstanding Chapter 15 recognition and the Bankruptcy Code's automatic stay.

22. Since the initial filing of this action and the Cayman Proceeding, the parties have engaged in extensive, arm's-length negotiations to resolve the matters in dispute, both directly and through counsel. The parties realized the value of an efficient resolution, but reaching terms was difficult given the illiquidity of the asset, its uncertain value, and the parties' fiercely disputed views generally on the entitlement to the SPAC's residual assets upon having failed to complete a business combination.

23. On September 29, 2023, in connection with the Cayman Proceeding, Lead Plaintiff as well as Funicular and Camac Fund LP ("Camac") entered into a Conciliation Agreement with Individual Defendants and the JOLs to discuss a possible resolution. Lead Plaintiff, Funicular and Camac formed an ad hoc group to formally represent the interests of Class A stockholders (the "Ad Hoc Group"). The JOLs were extensively involved in settlement discussions as quasi-mediators to facilitate discussions with the Ad Hoc Group and Defendants.

24. The JOLs' efforts included meeting separately with the Ad Hoc Group and with the Sponsor and Individual Defendants to candidly discuss their respective claims to the residual assets and the cost, burden and risk of continued litigation.

25. The parties also held a conciliation session on October 3, 2023. While the Conciliation Agreement did not result in an agreement to resolve the litigation, the parties continued their discussions with assistance from the JOLs over the following months.

III. THE TERMS OF THE SETTLEMENT

26. On March 27, 2024, the parties reached an agreement-in-principle to resolve the action and executed a settlement term sheet memorializing their agreement. Pursuant to the parties'

agreement, the Class will receive (net of attorneys' fees and expenses) a cash payment of $7 million.

27. Based on a professional valuation performed by specialists retained by the JOLs and provided to Lead Plaintiff, and a confirmatory deposition conducted by Lead Plaintiff, Lead Plaintiff believes that the Settlement Amount reflects between 56% and 94% of the value of the Warrants comprising the Termination Fee. Lead Plaintiff believes that these terms are incredibly favorable to Class A stockholders because they provide immediate, substantial and certain cash value as to an illiquid asset with inherently uncertain future value and significant litigation risks in obtaining it for Class A stockholders, and thus the Settlement is fair, reasonable, and adequate.

IV. THE RISKS FACED IN PROSECUTING THE ACTION

28. Lead Plaintiff and Lead Counsel weighed the terms of the Settlement against the strength of Lead Plaintiff's claims, taking into consideration the risks inherent in proving liability and recoverable damages, as well as the expense and likely duration of continued litigation.

29. Specifically, Defendants argued that Plaintiff lacked standing to enforce the Sponsor Agreement because it was not a third-party beneficiary, that Defendants had not breached the Sponsor Agreement because there had been no transfer to Class B stockholders, and that the Sponsor Agreement had been terminated by initiation of the liquidation proceedings in the Cayman Court. Further, Defendants argued that the Sponsor Agreement did not bar them from taking an interest in the Termination Fee and, even it did, the Sponsor Agreement did not create an affirmative entitlement to the Termination Fee on the part of Class A shareholders. Although Lead Plaintiff and Lead Counsel believed that they had compelling responses to these arguments, litigation risk remained.

30. Even assuming Lead Plaintiff was successful in defeating Defendants' arguments and prevailing at trial, significant risks to recovery would remain. Post-trial motions and the

potential for appeal could delay recovery for several years. Further, Defendants' ability to withstand or avoid a greater judgment presented additional risk. Aside from a limited pool of cash that will be exhausted by the SPAC's expenses, including liquidation costs, the Kredivo Warrants are the SPAC's only remaining asset. Continued litigation would risk the possibility that the Class A stockholders' right to the Warrants would not be worth anything (if Kredivo's business is not successful) or would be illiquid (given Kredivo's continuation as a private company).

31. In light of the risks above, the proposed Settlement represents a very favorable "bird in the hand" that provides immediate and substantial value.

V. COMPLIANCE WITH THE COURT'S NOTICE REQUIREMENTS

32. On June 12, 2024, Lead Plaintiff filed its Unopposed Motion for Preliminary Approval of Settlement and Approval of Class Notice ("Preliminary Approval Motion"), which included a copy of the Settlement Agreement, a memorandum in support, and copies of the proposed notice materials (including the Notice and Summary Notice) to be sent to Class Members to inform them of the Settlement and their options or object. ECF Nos. 26-27.

33. On June 18, 2024, the Court entered an Order granting preliminary approval of the Settlement and finding that "it will likely be able to finally approve the Settlement under Rule 23(e) as fair, reasonable, and adequate to the Class, subject to further consideration at the Settlement Fairness Hearing." ECF 28 at 3. The Preliminary Approval Order set the Settlement Fairness Hearing for September 26, 2024, and approved Lead Plaintiff's proposed deadlines for delivering the Notice to Class Members; publishing the Summary Notice; filing opening and reply papers in support of final approval of the Settlement, Plan of Allocation, and Lead Counsel's motion for attorneys' fees and expenses; and submitting objections.

34. The Settlement Administrator has confirmed, in accordance with the Preliminary Approval Order, that the JOLs and the Settlement Administrator obtained in electronic format a

list of holders of VPC Class A common stock who are members of the Class and provided all Class members a copy of the Notice electronically or by U.S. Mail.

35. Further, the Settlement Administrator confirmed (1) that a website was created to distribute the Notice and other key information about the Settlement at www.vihiisettlement.com, (2) that the Summary Notice was published in Investor's Business Daily on July 22, 2024, and (3) that the Summary Notice was published through Global Newswire on July 22, 2024. Counsel also posted the settlement on its website, www.moka.law. *See* Declaration of Emily Young (Young Decl.).

36. The Notice sets out the essential terms of the Settlement and informed potential Class Members of, among other things, their right to object to any aspect of the Settlement.

37. The Notice also informs Class Members of Lead Counsel's intent to apply for (1) an award of attorneys' fees in an amount not to exceed 25% of the Settlement, (2) payment of Plaintiff's Counsel's Litigation Expenses in an amount not to exceed $150,000, including reimbursement of the reasonable costs and expenses incurred by Lead Plaintiff directly related to its representation of the Class, and (3) an incentive award for Lead Plaintiff commensurate with the time, effort, risk, and burden assumed by Lead Plaintiff in the Action in an amount not to exceed $50,000.

38. Under the Court's June 18, 2024, order, the deadline for Class Members to file objections to the Settlement, the Plan of Allocation, and/or the Fee and Expense application is September 5, 2024. To date, no objections have been received. Lead Plaintiff will address any objections filed hereafter in the file reply papers in support of final approval of the Settlement to be filed on September 19, 2024.

VI. ALLOCATION OF THE PROCEEDS OF THE SETTLEMENT

39. In accordance with the Court's June 18, 2024 Preliminary Approval Order, and as provided in the Notice, the Net Settlement Fund—*i.e.*, the Settlement Fund less (i) any Taxes, (ii) any Notice and Administration Costs, (iii) any Litigation Expenses awarded by the Court, (iv) any attorneys' fees awarded by the Court, and (v) any other costs or fees approved by the Court—will be distributed *pro rata* to Class Members based on their respective holdings of VPC SPAC's Class A common stock on March 21, 2023.

40. The proposed plan of allocation (the "Plan of Allocation" or the "Plan") is set forth in Paragraph 39 to the Notice. *See* Young Decl., Ex. 1 at ¶ 39. The proposed Plan of Allocation is designed to achieve an equitable and rational distribution of the Net Settlement Fund.

VII. THE FEE AND EXPENSE APPLICATION

41. In addition to seeking final approval of the Settlement and Plan of Allocation, Lead Plaintiff and Lead Counsel are applying to the Court for an award of attorneys' fees and litigation expenses.

42. Lead Counsel requests a fee award of 25% of the Settlement Fund, which equates to $1,750,000 plus interest earned at the same rate as earned by the Settlement Fund (the "Fee Application"). Lead Plaintiff and Lead Counsel also request payment of litigation expenses of $144,553.28 (the "Expense Application"), all of which were reasonable and critical to bringing about the proposed Settlement.

A. The Requested Fee

43. Lead Counsel has applied for a fee award to be paid from the Settlement Fund on a percentage basis. As set forth in the accompanying Memorandum of Law in Support of Motion for Attorneys' Fees, Litigation Expenses and Incentive Award ("Fee Brief"), the percentage method is the appropriate method of fee recovery because it aligns the lawyers' interest in being paid a fair

fee with the interest of Lead Plaintiff and the Class in achieving the maximum recovery in the shortest amount of time required under the circumstances, and appropriately takes into account the litigation risks faced in a class action.

44. Based on the favorable result achieved, the extent and quality of the work performed, the significant risks of the litigation, and the fully contingent nature of the representation, Lead Counsel respectfully submits that the requested fee award is reasonable and should be approved.

45. As discussed in the Fee Brief, a 25% fee award is fair and reasonable for attorneys' fees in common fund cases such as this and is well within the range of reasonable percentages awarded in securities class actions in this Circuit for cases that have settled for a similar amount as here.

46. The time and labor expended by Plaintiff's Counsel and its staff in pursuing this Action and achieving the Settlement strongly demonstrate the reasonableness of the requested fee. Below is a summary of the amount of time spent by professionals from the firm and a lodestar calculation based on their current hourly rates.

Morris Kandinov LLP	**Title**	**Time**	**Rate**	**Lodestar**
Aaron T. Morris	Partner	172.40	$1,250	$215,500.00
Andrew W. Robertson	Partner	108.62	$1,250	$135,775.00
Jonathan Voegele	Counsel	43.00	$950	$40,850.00
William Spruance	Associate	107.60	$650	$69,940.00
Tim Lyons	Paralegal	4.7	$95	$446.50
Total		436.32		$462,511.50

47. The requested fee of 25% of the Settlement Fund, or $1,750,000 (plus interest accrued at the same rate as the Settlement Fund), represents a multiplier of approximately 3.8 on Plaintiff's Counsel's lodestar. As discussed in further detail in the Fee Memorandum, the requested

multiplier is appropriate under the circumstances of this case and within the range of fee multipliers typically awarded in comparable securities class actions and in other class actions in this Circuit involving significant contingency-fee risk and outstanding results for the investor class.

48. The information set forth in Paragraph 46 regarding the hours worked by attorneys on this Action was compiled from contemporaneous daily time records regularly prepared and maintained by the respective counsel. Further, if the Settlement is approved, Lead Counsel will continue to expend additional time managing the administration of the Settlement and distribution of payment to Class Members, for which counsel will not seek additional compensation.

49. The hourly rates for the attorneys included in the schedules are their current hourly rates for such matters, which are comparable to rates that have been accepted by the courts for purposes of reviewing the "lodestar value" of a firm's time for purposes of conducting a "lodestar cross-check" (and calculating associated "fee multipliers") in other class actions.

50. As detailed above, throughout this case, Lead Counsel devoted substantial time, attention and resources to the prosecution of the Action and ultimately obtained an exceptional result for the members of the Class.

B. <u>The Quality of the Result Achieved by Lead Counsel</u>

51. The Settlement provides for the recovery of $7 million in cash for the benefit of the Class. For the reasons set forth above and in light of the substantial risks of the litigation, Lead Counsel believes that the Settlement represents a decidedly favorable result for members of the Class in the face of significant litigation risk.

52. The recovery represents approximately $0.29 per Class A share (before deduction of expenses), which materially exceeds the market's apparent expectations for the litigation. On its last day of trading (after the litigation had been filed), VPC's stock closed at $10.28 per share when the disclosed anticipated redemption amount (from the trust account) was approximately

$10.21, suggesting a $0.07 valuation of the litigation claims. The extent to which the actual recovery through the Settlement exceeds the market's expectations underscores the quality of the result.

C. The Skill and Experience of Plaintiff's Counsel

53. The skill and expertise of Plaintiff's Counsel also supports the requested fee. Lead Counsel's experience and record are summarized in the resume attached as Exhibit A.

54. The quality of the work performed by Plaintiff's Counsel in obtaining the Settlement should also be evaluated in light of the quality of the opposition they faced. Here, Defendants were represented in the litigation by Skadden, Arps, Slate, Meagher & Flom LLP to defend this lawsuit, and the SPAC Defendant separately retained experienced bankruptcy counsel with the DLA Piper LLP.

55. These are top firms with considerable securities law and SPAC experience who vigorously and ably defended the Action.

D. Contingent Nature Of Representation

56. This Action was undertaken by Lead Counsel on a contingent basis, meaning that counsel risked making no recovery.

57. From the outset, Plaintiff's Counsel understood that they were embarking on a complex, contentious, expensive, and potentially lengthy litigation with no guarantee of compensation for the substantial investment of time, money and effort that the case would require. Lead Counsel understood that Defendants would raise numerous challenges and that there was no assurance of success, and that even a victory at trial would present challenges in ultimately prevailing.

58. In undertaking the responsibility of prosecuting this Action, Lead Counsel ensured that all necessary resources were brought to bear to obtain a favorable outcome for the Class.

59. The Supreme Court has recognized that private securities actions are "an essential supplement to criminal prosecutions and civil enforcement actions," and that it is important to compensate the counsel prosecuting these cases on a contingent basis. *Amgen Inc., v. Conn. Ret. Plans & Trust Funds*, 568 U.S. 455, 478 (2013), citing *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 551 U.S. 308, 313 (2007); *Bateman Eichler, Hill Richards, Inc. v. Berner*, 472 U.S. 299, 310 (1985). Compensating Lead Counsel here for bringing this action, which defended the rights of Class A stockholders and sent a message to other SPAC sponsors considering similar conduct, should be rewarded because "[s]uch actions could not be sustained if [counsel] were not to receive remuneration from the settlement fund for their efforts on behalf of the class." *Hicks v. Morgan Stanley*, No. 01-CV-10071 (RJH), 2005 WL 2757792, at *9 (S.D.N.Y. Oct. 24, 2005).

E. Lead Plaintiff's Endorsement Of The Fee Application

60. Lead Plaintiff is a sophisticated investor that supervised and monitored both the prosecution and the settlement of this Action. Lead Plaintiff has evaluated the Fee Application and believes it to be fair and reasonable. As set forth in the declaration submitted by ATG, Lead Plaintiff has concluded that the requested fee has been earned based on, *inter alia*, the efforts of Lead Counsel and the favorable recovery obtained for the Class in a case that involved significant risk. *See* Declaration of Gabi Gliksberg in Support of (A) Lead Plaintiff's Motion for Final Approval of Settlement and Plan of Allocation; and (B) Lead Counsel's Motion for Attorneys' Fees and Litigation Expenses ("Gliksberg Decl.") at ¶¶ 27-29. Lead Plaintiff's endorsement of Lead Counsel's fee request, given ATG's stake in this matter, provides strong support for approving the requested fee. In addition, Funicular Funds, LP ("Funicular") and Camac Fund LP ("Camac"), both large former stockholders and members of the Class, have submitted declarations in support of both the Settlement and the Fee Application. *See* Declaration of Jacob-Ma-Weaver in Support of (A) Motion for Final Approval of Settlement, Class Certification, and Plan of

Allocation; and (B) Motion for Attorneys' Fees, Litigation Expenses, and Incentive Award ("Ma-Weaver Decl.") at ¶ 6; Declaration of Eric Shahinian in Support of (A) Motion for Final Approval of Settlement, Class Certification, and Plan of Allocation; and (B) Motion for Attorneys' Fees, Litigation Expenses, and Incentive Award ("Shahinian Decl.") at ¶ 6.

F. The Reaction of the Class to Date

61. The Notice set out the essential terms of the Settlement and informed Class Members that, among other things, Lead Counsel would apply for an award of attorneys' fees in an amount not to exceed 25% of the Settlement Fund and reimbursement for litigation expenses of up to $150,000. To date, no objections have been received. Any objections that may be received will be addressed in Lead Counsel's reply papers, which are due September 19, 2024.

G. The Expense Application

62. In addition, Lead Plaintiff and Lead Counsel, as well as the additional class representatives, Funicular and Camac, incurred reasonable litigation expenses that were both reasonable and critical to achieving the Settlement on behalf of the Class.

63. From the beginning of the case, Lead Plaintiff and Lead Counsel were aware of their duties to the Class to be efficient with expenses, and also knew that they risked recovering nothing if the litigation was not successful, and thus avoided incurring unnecessary expenses and to minimized costs without compromising the vigorous prosecution of the case.

64. As set forth below, Lead Plaintiff, Lead Counsel, and the additional class representatives incurred the following necessary and appropriate litigation expenses:

Expense	Amount
Morris Kandinov LLP	
Court Reporting	$1,119.46
Travel Expenses	$1,428.41
Ogier (Cayman Islands Counsel)	$38,949.60
Cambells (Cayman Islands Counsel)	$103,055.81

Total	$144,553.28

65. These amounts were prepared from firm records or records obtained from the service providers reflecting their invoices, and constitute an accurate accounting of the expenses incurred in this matter. These expenses are out-of-pocket, do not duplicate the time charges supporting Lead Counsel's Fee Application, and will not provide a profit or other surcharge to Lead Counsel, Lead Plaintiff, Funicular or Camac.

66. The litigation expenses incurred were necessary to the successful litigation of this Action and were contemporaneously approved by Lead Plaintiff. *See* Gliksberg Decl. at ¶ 29.

VIII. THE INCENTIVE AWARD APPLICATION

67. Finally, Lead Plaintiff and Lead Counsel have requested an incentive award of $50,000 to be awarded to ATG for its willingness to assume the personal and business risk, burden and distraction necessary to litigate this Action to a successful conclusion and Settlement.

68. ATG was the only stockholder to bring an action in this Court, and but for ATG the Class could not have made the recovery provided by the Settlement. ATG's decision to bring this action for the benefit of the Class is all-the-more-commendable in view of the fact that ATG had sufficient economic incentive to bring an individual action, which would have involved less risk and time, and potentially could have resulted in a more favorable settlement for ATG.

69. ATG worked closely with Lead Counsel at all stages of this action, from the initial investigation of potential claims, through drafting of the complaint and motion practice, and contributed substantively to Lead Counsel's prosecution of the action.

70. ATG also worked closely with Lead Counsel with respect to settlement discussions to bring about a resolution for the Class that was fair, reasonable, and adequate, and ATG's

principal, Mr. Gliksberg, personally and directly participated in settlement negotiations with the JOLs and Defendants' principals.

71. The Class was informed through the Notice that Lead Plaintiff would seek an incentive award of up to $50,000, and no Class member has objected to date. To the contrary, multiple Class members have expressed their support as to the outcome of the litigation and the incentive award, as stated in the Gliksberg Declaration.

72. Further, the incentive award would be paid out of the attorneys' fees awarded to Lead Counsel and thus will not impact the recovery to the Class.

IX. CONCLUSION

73. For the reasons set forth above, Lead Counsel respectfully submits that the Settlement and the Plan of Allocation should be approved, that counsel's applications for fees and expenses should be awarded, and that the incentive award to Lead Plaintiff should be awarded.

I declare under the penalty of perjury that the foregoing is true and correct.

Dated: August 22, 2024

Respectfully submitted,

/s/ Aaron T. Morris
Aaron T. Morris