



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

IN RE PATTERN ENERGY GROUP INC.
STOCKHOLDERS LITIGATION

CONSOLIDATED
C.A. No. 2020-0357-MTZ

**[PROPOSED] FINAL ORDER AND JUDGMENT
APPROVING CLASS ACTION SETTLEMENT**

WHEREAS, the above-captioned stockholder class action (the “Chancery Action”) is pending in this Court;

WHEREAS, a consolidated securities class action captioned *In re Pattern Energy Group Inc. Securities Litigation*, C.A. No. 20-cv-275-MN-JLH (the “Federal Action”)¹ is pending in the United States District Court for the District of Delaware (the “Federal Court”);

WHEREAS, (a) Lead Plaintiff Jody Britt, on behalf of herself and the Class (the “Chancery Plaintiff”); (b) Federal Action Lead Plaintiffs The Arbitrage Fund, Water Island Merger Arbitrage Institutional Commingled Fund, LP, Morningstar Alternatives Fund a series of Morningstar Funds Trust, Litman Gregory Masters Alternative Strategies Fund, Columbia Multi-Manager Alternative Strategies Fund, Water Island Diversified Event-Driven Fund, Water Island LevArb Fund, LP and Water Island Long/Short Fund on behalf of themselves and the Federal Class (the “Federal Plaintiffs”)²; (c) defendants Pattern Energy Group Inc. (“PEGI” or the

¹ Together with the Chancery Action, the “Actions.”

² Together with the Chancery Lead Plaintiff, the “Plaintiffs.”

“Company”), Edmund John Phillip Browne, Michael Garland, Hunter Armistead, Daniel Elkort, Michael Lyon, Esben Pedersen, Christopher Shugart, Alan R. Batkin, Richard A. Goodman, Douglas G. Hall, Patricia M. Newson, Mona K. Sutphen, Pattern Energy Group Holdings 2, LP, Riverstone Pattern Energy II Holdings, LP, Riverstone Holdings LLC and Goldman Sachs & Co. LLC (collectively, “Defendants”); and (d) non-party Pattern Energy Group LP, have entered into a Stipulation and Agreement of Settlement dated December 6, 2023 (the “Stipulation”), that provides, among other things, for a global Settlement of the Chancery Action and the Federal Action and for complete dismissal with prejudice of the claims asserted against Defendants in the Actions, as well as a complete release of all claims that could have been asserted against them and the other Released Defendant Parties, by Plaintiffs or by any other member of the Class on the terms and conditions set forth in the Stipulation, subject to the approval of this Court (the “Settlement”);

WHEREAS, unless otherwise defined in this Judgment, the capitalized terms herein shall have the same meaning as they have in the Stipulation;

WHEREAS, by Order dated _____, 2023 (D.I. __, the “Scheduling Order”), this Court: (a) ordered that notice of the proposed Settlement be provided to potential Class Members; (b) provided Class Members with the opportunity to object to the proposed Settlement, the proposed Plan of Allocation, and/or Plaintiffs’

Counsel's application for an award of attorneys' fees and expenses, including Plaintiffs' applications for Incentive Awards; and (c) scheduled a hearing regarding final approval of the Settlement;

WHEREAS, this Court conducted a hearing on _____, 2024 (the "Settlement Hearing") to consider, among other things, (a) whether the terms and conditions of the Settlement are fair, reasonable and adequate to the Class, and should therefore be approved; (b) whether a judgment should be entered dismissing the Chancery Action with prejudice as against the Defendants; (c) whether the proposed Plan of Allocation of the Net Settlement Fund is fair and reasonable, and should therefore be approved; and (d) whether the application by Plaintiffs' Counsel for an award of attorneys' fees and litigation expenses, including Plaintiffs' applications for Incentive Awards, should be approved;

WHEREAS, this Court having reviewed and considered the Stipulation, all papers filed and proceedings held herein and in the Federal Court in connection with the Settlement, all oral and written comments received regarding the Settlement, and the record in the Chancery Action, and good cause appearing therefor; it appearing that due notice of the hearing has been given in accordance with the Scheduling Order; the Settling Parties having appeared by their respective attorneys of record; the Court having heard and considered evidence in support of the proposed Settlement; the attorneys for the respective parties having been heard; an opportunity

to be heard having been given to all other persons or entities requesting to be heard in accordance with the Scheduling Order; the Court having determined that notice to members of the Class was adequate and sufficient; 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 _____ 2024, as follows:

1. **Definitions:** Unless otherwise defined in this Judgment, the capitalized terms used herein shall have the same meanings given to them in the Stipulation.

2. **Jurisdiction:** This Court has jurisdiction over the subject matter of the Chancery Action, and all matters relating to the global Settlement, as well as personal jurisdiction over all the Settling Parties, and each of the Class Members.

3. **Incorporation of Settlement Documents:** This Judgment incorporates and makes a part hereof: (a) the Stipulation filed with this Court on December 6, 2023 (D.I. _____); and (b) the Joint Long-Form Notice and the Joint Publication Notice, both of which were likewise filed with this Court on December 6, 2023 (*id.* at Exs. B, C).

4. **Notice:** The Court finds that the dissemination of the Joint Long-Form Notice and the publication of the Joint Publication Notice: (a) were implemented in accordance with the Scheduling Order; (b) constituted the best notice practicable

under the circumstances; (c) constituted notice that was reasonably calculated, under the circumstances, to apprise Class Members of (i) the pendency of the Actions, (ii) the effect of the proposed Settlement (including the Releases to be provided thereunder), (iii) the proposed Plan of Allocation, (iv) Plaintiffs' Counsel's application for an award of attorneys' fees and expenses, including Plaintiffs' applications for Incentive Awards, (v) their right to object to any aspect of the Settlement and/or Plaintiffs' Counsel's application for attorneys' fees and expenses, and (vi) their right to appear at the Settlement Hearing; (d) constituted due, adequate and sufficient notice to all persons and entities entitled to receive notice of the proposed Settlement; and (e) satisfied the requirements of Rule 23 of the Rules of the Court of Chancery of the State of Delaware, the United States Constitution (including the Due Process Clause), and all other applicable laws and rules.

5. **Final Settlement Approval and Dismissal of Claims:** Pursuant to, and in accordance with, Court of Chancery Rule 23, this Court hereby fully and finally approves the Settlement set forth in the Stipulation in all respects (including, without limitation: the Settlement Payment, the Releases provided for therein and the dismissal with prejudice of the claims asserted against Defendants in the Chancery Action), and finds that the Settlement is, in all respects, fair, reasonable and adequate to the Class, and was the subject of arms-length negotiations between

and among the Settling Parties. The Settling Parties are directed to implement, perform and consummate the Settlement in accordance with the terms and provisions contained in the Stipulation.

6. The Chancery Action and all of the claims asserted against Defendants in the Chancery Action by Chancery Plaintiff and the other Class Members are hereby **DISMISSED WITH PREJUDICE**. Chancery Plaintiff and Defendants shall bear their own costs and expenses, except as otherwise expressly provided in the Stipulation.

7. **Binding Effect:** The terms of the Stipulation and of this Judgment shall be forever binding on the Released Defendant Parties, Released Plaintiff Parties and all other Class Members (regardless of whether or not any individual Class Member seeks or obtains a distribution from the Net Settlement Fund), as well as their respective heirs, successors and assigns.

8. **Releases:** The Releases set forth in Paragraphs 4 and 5 of the Stipulation, together with the definitions contained in Paragraph 1 of the Stipulation relating thereto, are expressly incorporated herein in all respects. The Releases are effective as of the Effective Date. Accordingly, this Court orders that:

(a) Without further action by anyone, and subject to Paragraph 9 below, upon the Effective Date of the Settlement, the Released Plaintiff Parties and every other Class Member, on behalf of

themselves and their respective heirs, executors, administrators, trustees, representatives, predecessors, successors, and assigns, in their capacities as such, shall be deemed to have, and by operation of this Judgment shall have, fully, finally, and forever, released, relinquished, and discharged any and all of the Released Plaintiffs' Claims against each of the Released Defendant Parties, and shall forever be barred and enjoined from prosecuting any and all of the Released Plaintiffs' Claims against any of the Released Defendant Parties.

(b) Without further action by anyone, and subject to Paragraph 9 below, upon the Effective Date of the Settlement, the Released Defendant Parties, on behalf of themselves, and their respective heirs, executors, administrators, trustees, representatives, predecessors, successors, and assigns, in their capacities as such, shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Defendants' Claims against each of the Released Plaintiff Parties, and shall forever be barred and enjoined from prosecuting any and all of the Released Defendants' Claims against any of the Released Plaintiff Parties.

9. With respect to the releases set forth in Paragraphs 8(a)-(b) above (collectively, "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.

10. Notwithstanding Paragraphs 8-9 above, nothing in this Judgment shall bar any action by any of the Released Plaintiff Parties or Released Defendant Parties to enforce or effectuate the terms of the Stipulation or this Judgment.

11. **No Admissions:** Neither this Judgment, the Binding Term Sheet, the Stipulation (whether or not consummated), including the exhibits thereto, the negotiations leading to the execution of the Binding Term Sheet or the Stipulation, nor any proceedings taken pursuant to or in connection with the Stipulation and/or approval of the Settlement (including any arguments proffered in connection therewith):

(a) shall be offered against Defendants or any other Released Defendant Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession, or admission by Defendants or any other

Released Defendant Parties with respect to the truth of any fact alleged by Plaintiffs or the validity of any claim that was or could have been asserted or the deficiency of any defense that has been or could have been asserted in this Action or in any other litigation, or of any liability, negligence, fault, or other wrongdoing of any kind of Defendants or any other Released Defendant Parties or in any way referred to for any other reason as against Defendants or any of the Released Defendant Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(b) shall be offered against any of the Released Plaintiff Parties as evidence of, or construed as, or deemed to be evidence of any presumption, concession or admission by any of the Released Plaintiff Parties that any of their claims are without merit, that Defendants or any other Released Defendant Parties had meritorious defenses, or that damages recoverable under the Complaint would not have exceeded the Settlement Payment or with respect to any liability, negligence, fault or wrongdoing of any kind, or in any way referred to for any other reason as against any of the Released Plaintiff Parties, in any civil, criminal or administrative action or proceeding, other than such proceedings as may be necessary to effectuate the provisions of the Stipulation;

(c) shall be construed against any of the Released Plaintiff Parties or Released Defendant Parties as an admission, concession, or presumption that the consideration to be given under the Stipulation represents the amount which could be or would have been recovered after trial;

provided, however, that the Settling Parties, the Released Plaintiff Parties, and the Released Defendant Parties and their respective counsel may file, offer, refer to and otherwise employ the Stipulation and this Judgment in the Action or in any other proceeding: (x) to enforce the terms of the Stipulation, the Settlement, or this Judgment—including but not limited to submitting it to the Federal Court in connection with a motion seeking an order and judgment of dismissal of the claims pending in the Federal Action; (y) to enforce or effectuate the Releases provided under the Stipulation and this Judgment; and/or (z) to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, discharge, good faith settlement, judgment bar or reduction, and any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

12. Award of Attorneys' Fees and Litigation Expenses: Plaintiffs' Counsel are hereby awarded attorneys' fees in the amount of ____% of the Settlement Fund together with an award of litigation expenses in the amount of \$ _____ (which fees and expenses shall be paid from the Settlement Fund), which sums the Court finds to be fair and reasonable.

13. Chancery Plaintiff is hereby awarded an Incentive Award in the amount of \$_____. Federal Plaintiffs are hereby awarded an Incentive Award in the amount of \$_____. The Incentive Awards shall be paid to Plaintiffs from the Fee and Expense Award awarded under paragraph 12 above.

14. No proceedings or court order with respect to the award of attorneys' fees and expenses to Plaintiffs' Counsel or with respect to the Incentive Awards to Plaintiffs shall in any way disturb or affect this Judgment (including precluding this 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.

15. **Plan of Allocation of the Net Settlement Fund:** The Court hereby finds and concludes that the formula for the calculation of payments to Eligible Class Members as set forth in the Plan of Allocation provides a fair and reasonable basis upon which to allocate the proceeds of the Net Settlement Fund with due consideration having been given to administrative convenience and necessity. No proceedings or court order with respect to approval of the Plan of Allocation shall in any way affect or delay the finality of this Judgment (or otherwise preclude this Judgment from being entitled to preclusive effect), and shall not affect or delay the Effective Date of the Settlement.

16. **Retention of Jurisdiction:** Without affecting the finality of this Judgment in any way, this Court retains jurisdiction over the Settling Parties and all

Class Members for purposes of: (a) the administration, interpretation, implementation and enforcement of the Settlement; (b) the disposition of the Settlement Fund; and (c) any motion to approve the distribution of the Net Settlement Fund.

17. **Modification of the Agreement of Settlement** – Without further approval from this Court, the Settling Parties are hereby authorized to agree to and adopt such amendments or modifications of the Stipulation or any exhibits attached thereto to effectuate the Settlement that: (a) are not materially inconsistent with this Judgment; and (b) do not materially limit the rights of Class Members in connection with the Settlement. Without further order of this Court, the Settling Parties may agree to reasonable extensions of time to carry out any provisions of the Settlement.

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 Judgment shall be vacated and rendered null and void, and shall be of no further force and effect, except as otherwise provided by the Stipulation, and this Judgment shall be without prejudice to the rights of Plaintiffs, the other Class Members, and Defendants, and the Settling Parties shall revert to their respective positions in the Chancery Action as of immediately prior to the execution of the Term Sheet on September 3, 2023, as provided in the Stipulation.

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

SO ORDERED this ___ day of _____, 2024.

Vice Chancellor Morgan T. Zurn