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Case No. 10323-VCZ**IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE**SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. No. 10323-VCZ**[PROPOSED] SCHEDULING ORDER**

WHEREAS, (i) lead plaintiff Mark Jacobs (“Plaintiff”), on his own behalf and on behalf of the Class, and (ii) defendants D. Ronald Yagoda (“Yagoda” and, together with defendant Phillip O. Elbert (“Elbert”), the “Special Committee”), (iii) defendants James Rustin Roach (“Roach”) and Michael R. Hill (“Hill,” and together with Roach, the “Management Directors”), and (iv) defendants Philip A. Falcone (“Falcone”), Keith M. Hladek (“Hladek”), Paul Voigt (“Voigt”), and HC2 Holdings, Inc. (“HC2”) (collectively, the “HC2 Defendants,” and along with the Special Committee and Management Directors, the “Defendants,” and together with Plaintiff, the “Parties”), have made application, pursuant to Delaware Court of Chancery Rule 23(e), for an order approving the proposed settlement in the action captioned *Schuff International, Inc. Stockholders Litigation*, Consol. C.A. No. 10323-VCZ (the “Action”) in accordance with a Stipulation and Agreement of Compromise, Settlement, and Release entered into by the parties thereto and dated November 15, 2019 (the “Stipulation”), and for the dismissal of the Action on the merits with prejudice against Defendants upon and subject to the terms and conditions set forth in the Stipulation (the “Settlement”);

WHEREAS, the Stipulation contemplates certification by this Court of a class in the Action solely for purposes of settlement; approval of the form and content of the Notice of Pendency of Class Action, Proposed Settlement of the Class Action, and Settlement Hearing substantially in the form attached as Exhibit B to the Stipulation (the “Notice”) to such class; and scheduling the date and time for the Settlement Hearing;

NOW, upon consent of the parties to the Stipulation, after review and consideration of the Stipulation filed with this Court and the exhibits annexed thereto, and after due deliberation,

IT IS HEREBY ORDERED this ____ day of _____, 2019, that:

1. Definitions. Except for terms defined herein, the Court adopts and incorporates the definitions in the Stipulation for purposes of this Order.

2. Preliminary and Conditional Class Certification for Settlement Purposes. For purposes of settlement only, the Action preliminarily shall be maintained as a non-opt-out class action under Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2) on behalf of the following class (the “Class”):

any and all record and beneficial owners of outstanding shares of DBMG common stock who held such stock at any time between and including May 12, 2014 and the close of business on November 15, 2019, including, without limitation, any and all of their respective successors-in-interest, successors, predecessors-in-

interest, predecessors, representatives, trustees, executors, administrators, estates, heirs, transferees, and assigns, immediate and remote, and any Person acting for or on behalf of, or claiming under, any of them, and each of them, together with their respective successors-in-interest, successors, predecessors-in-interest, predecessors, transferees, and assigns, but excluding the Excluded Persons.

For purposes of settlement only, the Court preliminarily finds that: (a) the members of the Class (“collectively, the “Class Members”) are so numerous that their joinder in the Action would be impracticable; (b) there are questions of law and fact common to the Class; (c) the claims of Plaintiff are typical of the claims of the Class; (d) in connection with the prosecution of the Action and the Settlement, Plaintiff and Plaintiff’s Counsel have and will fairly and adequately represent and protect the interests of the Class; (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; 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.

3. Settlement Hearing. The Settlement Hearing shall be held on _____, 20__, at __:__ .m., in the Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 to:

(a) Determine whether the Action may be maintained as a class action and whether the Class should be certified for settlement purposes pursuant to Delaware Court of Chancery Rules 23(a), 23(b)(1), and 23(b)(2);

(b) Determine whether Plaintiff and Plaintiff's Counsel have adequately represented the interests of the Class in the Action;

(c) Determine whether the Stipulation, and the terms and conditions of the Settlement set forth in the Stipulation, are fair, reasonable, adequate, and in the best interests of the Class Members and should be approved by the Court;

(d) Determine whether an Order and Final Judgment should be entered dismissing the Action with prejudice as against Defendants, releasing the Released Claims against the respective Released Parties, and barring and enjoining prosecution of any and all Released Claims against any and all respective Released Parties;

(e) Hear and determine any objections to the Settlement;

(f) Consider the application of Plaintiff's Counsel for an award of attorneys' fees and expenses, with any such fees and expenses to be paid from funds that otherwise would be paid to the Tendered Stockholders and the Non-Tendered Stockholders participating in the Settlement Tender Offer;

(g) Consider any application by Plaintiff for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel; and

(h) Rule on other such matters as the Court may deem appropriate.

4. Adjournment Without Further Notice. The Court may adjourn the Settlement Hearing or any adjournment thereof, including, without limitation, the consideration of the application for attorneys' fees and expenses, without further notice of any kind other than oral announcement at the Settlement Hearing or any adjournment thereof, and retains jurisdiction over the Parties and all Class Members to consider all further applications arising out of or connected with the proposed Settlement.

5. Approval Without Further Notice. The Court may approve the Settlement at or after the Settlement Hearing according to the terms and conditions of the Stipulation, as it may be modified by the parties thereto, with or without

further notice to the Class. Further, the Court may render its judgment, and order the payment of attorneys' fees and expenses, all without further notice to the Class.

6. Notice. The Court approves, in form and content, the Notice and finds that the mailing of the Notice substantially in the manner and form set forth in this Order meets the requirements of Delaware Court of Chancery Rule 23, due process, and applicable law, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Persons entitled thereto.

(a) Within fifteen (15) calendar days after the entry of this Scheduling Order, DBMG shall mail, or cause to be mailed, the Notice to all stockholders of record of DBMG who are Class Members at their last known address appearing in the stock ledger maintained by or on behalf of DBMG. All stockholders of record of DBMG receiving the Notice who are not also the beneficial owners of the outstanding shares of DBMG common stock held by them of record shall be requested to forward the Notice to the beneficial owners of those shares. DBMG shall use reasonable efforts to give notice to such beneficial owners by (i) making additional copies of the Notice available to any record holder who, prior to the Settlement Hearing, requests the same for distribution to beneficial owners, or (ii) mailing additional copies of the Notice to beneficial

owners as reasonably requested by record holders who provide names and addresses for such beneficial owners.

(b) At least ten (10) calendar days prior to the Settlement Hearing, DBMG shall file with the Court an appropriate affidavit or declaration verifying dissemination of the Notice.

(c) DBMG shall be responsible for all costs associated with the distribution of the Notice. If additional notice is required by the Court, then the cost and administration of such additional notice also will be borne by DBMG.

7. Stay and Injunction as to Further Proceedings Against Defendants.

All proceedings in the Action against the Released Defendant Parties, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement, are hereby stayed and suspended until further order of the Court. Pending a final determination of whether the Settlement should be approved, Plaintiff, Class Members, all other record or beneficial stockholders of DBMG, and any of them, are barred and enjoined from commencing, prosecuting, instigating, or in any way participating in the commencement or prosecution of any suit, action, or proceeding asserting any Released Plaintiff Claims, either directly, representatively, derivatively, or in any other capacity, against any Released Defendant Party.

8. Appearance at the Settlement Hearing and Objections. Any Class Member or other record or beneficial stockholder of DBMG who objects to the Stipulation, the Settlement, the class action determination, the Order and Final Judgment to be entered in the Action, Plaintiff's Counsel's application for attorneys' fees and expenses, Plaintiff's application for an incentive award to be paid to Plaintiff out of the attorneys' fees and expenses paid to Plaintiff's Counsel, or who otherwise wishes to be heard, may appear in person or by his, her, or its attorney at the Settlement Hearing and present evidence or argument that may be proper and relevant; provided, however, that, except for good cause shown or as the Court otherwise directs, no Person shall be heard and no papers, briefs, pleadings, or other documents submitted by any Person shall be considered by the Court unless not later than twenty (20) calendar days prior to the Settlement Hearing such Person files with the Register in Chancery, Leonard L. Williams Justice Center, 500 North King Street, Wilmington, Delaware 19801 and serves upon counsel listed below: (a) a written and signed notice of intention to appear that states the name, address, and telephone number of the objector and, if represented, the Person's counsel; (b) documentation evidencing such Person's status as a record or beneficial stockholder of DBMG at any time during the period between and including May 12, 2014 and the close of business on November 15,

2019; (c) a detailed statement of such Person's objections to any matters before the Court; (d) the grounds for such objections and the reasons that such Person desires to appear and be heard; and (e) all documents or writings such Person desires the Court to consider. Such filings must be served upon the following counsel by hand delivery, overnight mail, or the Court's electronic filing and service system:

Seth D. Rigrodsky
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Wilmington, DE 19801

Kevin G. Abrams
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Kurt M. Heyman, Esq.
HEYMAN ENERIO GATTUSO & HIRZEL LLP
300 Delaware Avenue, Suite 200
Wilmington, DE 19801

Counsel for the Parties are directed to promptly furnish each other with copies of any and all objections that might come into their possession.

9. Waiver of Objections. Unless the Court otherwise directs, no Person shall be entitled to object to the approval of the Settlement, any judgment entered thereon, the adequacy of the representation of the Class by Plaintiff and Plaintiff's Counsel, any award of attorneys' fees and expenses, any incentive award to Plaintiff, or otherwise be heard, except by serving and filing a written objection

and supporting papers and documents as described in Paragraph 8 above. Any Person who fails to object in the manner described above shall be deemed to have waived the right to object (including, without limitation, any right of appeal) and shall be forever barred from raising such objection in this or any other suit, action, or proceeding.

10. Briefing Schedule for Parties. Not later than thirty (30) calendar days prior to the Settlement Hearing, Plaintiff's Counsel shall file and serve Plaintiff's opening brief in support of the Settlement, and their application for attorneys' fees and expenses, including, without limitation, any supporting affidavits. If any objections to the Settlement are received or filed pursuant to Paragraph 8 above, any of the Parties may file and serve a response to those objections no later than ten (10) calendar days prior to the Settlement Hearing.

11. Effect of Disapproval, Cancellation, or Termination. In the event that the proposed Settlement (or any amendment thereof agreed to by the parties thereto) is rendered null and void as to all Parties for any reason, (a) all of the Parties shall be deemed to have reverted to their respective litigation statuses immediately prior to the execution of the Stipulation, and they shall proceed in all respects as if the Stipulation had not been executed and any related orders had not been entered, (b) all of their respective claims and defenses as to any issue in the

Action shall be preserved without prejudice in any way, (c) the statements made in connection with the negotiation of the Stipulation shall not be deemed to prejudice in any way the positions of any of the Parties with respect to the Action, or to constitute an admission of fact of wrongdoing by any Party, shall not be used or entitle any Party to recover any fees, costs, or expenses incurred in connection with the Action, and neither the existence of the 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 suit, action, or proceeding, and (d) Defendants may oppose certification of any plaintiff class in any suit, action, or proceeding (including, without limitation, any proceedings in the Action other than in furtherance of the Settlement). In the event that the Stipulation is terminated or rendered null and void and of no force and effect as to the Non-Tendered Stockholders only, as provided in Paragraph 11(g) of the Stipulation, the Settlement shall be rendered null and void as to the claims of the Non-Tendered Stockholders only.

12. No Admission. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by Plaintiff that he has

brought his claims in anything other than good faith or that his claims do not have legal merit, and the entry by Plaintiff into the Stipulation is not an admission as to the lack of any merit of any claims asserted in the Action, and the Stipulation shall not be used, construed, deemed admissible, or entered into evidence for the purpose of giving rise to any inference that Plaintiff's claims lacked any merit at any time. Neither the Stipulation nor the fact of or any terms and conditions of the Settlement, or any communications relating thereto, is evidence, or a presumption, admission, or concession by any Defendant, any Defendants' Counsel, or any other Released Defendant Party, of any fault, liability, wrongdoing, or damages whatsoever, which are expressly denied and disclaimed by each Defendant. The Stipulation is not a finding or evidence of the validity or invalidity of any claims or defenses in the Action or any wrongdoing by any Defendant named therein or any damages or injury to Plaintiff, DBMG, or any Class Member. Neither the Stipulation, nor any of its terms, conditions, and provisions, nor any of the negotiations or proceedings in connection therewith, nor any of the documents or statements referred to herein or therein, nor the Settlement, nor the fact of the Settlement, nor the Settlement proceedings, nor any statements in connection therewith, shall (a) be argued to be, used or construed as, offered or received in evidence as, or otherwise constitute an admission, concession, presumption, proof,

evidence, or a finding of any liability, fault, wrongdoing, injury or damages, or of any wrongful conduct, acts, or omissions on the part of any of the Released Defendant Parties, or of any infirmity of any defense, or of any damage to Plaintiff, DBMG, or any Class Member, (b) otherwise be used to create or give rise to any inference or presumption against any of the Released Defendant Parties concerning any fact alleged or that could have been alleged, or any claim asserted or that could have been asserted in the Action, or of any purported liability, fault, or wrongdoing of the Released Defendant Parties or of any injury or damages to any Person, or (c) be admissible, referred to, interpreted, construed, deemed, invoked, offered, or received in evidence or otherwise used by any Person in the Action, or in any other suit, action or proceeding whatsoever, whether civil, criminal, or administrative; provided, however, that the Stipulation and/or Order and Final Judgment may be introduced in any suit, action, or proceeding, whether in this Court or otherwise, as may be necessary to argue that the Stipulation and/or Order and Final Judgment has *res judicata*, collateral estoppel, or other issue or claim preclusion effect, to otherwise consummate or enforce the Stipulation, Settlement, and/or Order and Final Judgment, including, without limitation, to secure any insurance rights or proceeds, or as otherwise required by law. This provision shall remain in force in the event that the Settlement is terminated for any reason whatsoever.

13. Extensions Without Further Notice. The Court may, for good cause, extend any of the deadlines set forth in this Order without further notice.

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

Vice Chancellor Zurn

This document constitutes a ruling of the court and should be treated as such.

Court: DE Court of Chancery Civil Action

Judge: Morgan Zurn

File & Serve

Transaction ID: 64436578

Current Date: Dec 05, 2019

Case Number: 10323-VCZ

Case Name: CONF ORD ON DISC - CONS W/ CA 10359 VCL IMO Schuff International Inc
Stockholders Litigation

Court Authorizer: Zurn, Morgan

Court Authorizer

Comments:

The settlement hearing will be held on Thursday, February 13, 2020 at 1:30 p.m.

/s/ Judge Zurn, Morgan