



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.) CONSOLIDATED
STOCKHOLDERS LITIGATION) C.A. NO. 10323-VCZ

**OBJECTOR FAIR VALUE INVESTMENTS, INCORPORATED’S
MOTION FOR AN AWARD OF ATTORNEYS’ FEES AND EXPENSES**

Chimicles Schwartz Kriner & Donaldson-Smith LLP (“CSKD”), Counsel for Objector Fair Value Investments, Incorporated (“FVI”) moves for attorneys’ fees and expenses in connection with the proposed Revised Settlement (the “Motion”).¹ The grounds for the Motion are as follows:

1. In November 2019, Co-Lead Counsel agreed to the materially flawed Original Settlement on behalf of the proposed Class, which settled claims arising from a 2014 Tender Offer by Schuff International, Inc.’s (“Schuff”) parent, HC2 Holdings, Inc. (“HC2”), to buy all outstanding shares of Schuff common stock and further challenging HC2’s failure to consummate a short-form merger as previously committed. ¶¶O, Q.

¹ “Original Settlement” refers to the Stipulation and Agreement of Compromise, Settlement, and Release, filed November 15, 2019. (Trans. ID 94436578). “Revised Settlement” refers to the revised settlement contemplated by the Stipulation and Agreement of Compromise, Settlement, and Release, filed May 8, 2020. (Trans. ID 65626502). References to the Revised Settlement are cited as “¶__.” “Kriner Aff.” refers to the Affidavit of Robert J. Kriner, Jr. in Support of the Motion, filed contemporaneously herewith. “Plaintiff’s Brief” refers to Plaintiff’s Brief in Support of Final Approval of the Revised Settlement. (Trans. ID 65686299). Capitalized terms not otherwise defined herein have the meaning set forth in the Revised Settlement.

2. Under the Original Settlement, Tendered Stockholders would receive an additional Net Tender Payment of \$35.95 for each share they previously tendered in the 2014 Tender Offer. ¶¶SS. Non-Tendered Stockholders could participate in a new self-tender offer made and paid for *by Schuff* at a grossly inadequate \$57.56 per share,² compared to valuations of \$68.99 per share in 2014 and \$108.64-\$130.43 per share in 2019. *Id.* Non-Tendered Stockholders not participating in the Settlement Tender Offer would remain stockholders of Schuff. *Id.* Regardless of which option they chose, for no additional consideration, Non-Tendered Stockholders would release HC2 and its affiliates for all claims in the action *and* all claims relating to the Original Settlement, the Settlement Tender Offer and the \$27.6 million in DBM Financing to be obtained *by Schuff*.³ ¶¶SS, 1(aa).

3. FVI objected to the Original Settlement,⁴ asserting because Non-Tendered Stockholders who did not tender into the Settlement Tender Offer would

² The \$57.56 per share price consists of the \$31.50 per share 2014 Tender Offer consideration plus the \$35.95 per share Net Tender Payment, net of the estimated \$9.89 per share deduction if the Court approved Plaintiff's Fee and Expense Award. FVI took no position regarding the fairness of the Net Tender Payment, which is provided for by the Original Settlement and the Revised Settlement.

³ Given the coercive nature of the Settlement Tender Offer, if the Original Settlement had been approved, no assumption can be made, and CSKD does not concede, that all Non-Tendered Stockholders would not have tendered into the Settlement Tender Offer.

⁴ FVI's Objection to the Original Settlement (Trans. ID 64655731, 64659106), cited herein as "Obj. at ___", was supported by seven other Non-Tendered

be left as minority stockholders in debt-laden Schuff and with no claim for Schuff's diminution in value, the Original Settlement was coercive and materially subverted the interests of the Non-Tendered Stockholders, which Plaintiff and Co-Lead Counsel purported to represent, dooming the prospect any Class member would receive any benefit from the Original Settlement. Kriner Aff. ¶6.

4. At the February 13, 2020 hearing, following adversarial briefing and adversarial presentation on the merits of the Original Settlement, the Court expressed concerns consistent with the points of FVI's Objection. *See e.g.*, Tr. at 11-17, 23-26, 30-34, 44-46, 50-52, 78-79. CSKD suggested to the Court the parties could discuss revisions to the Original Settlement to cure its defects. Tr. at 62. The Court inquired whether the parties wished to do so or whether the Court should determine whether to approve the Original Settlement. Tr. at 79. The Parties agreed to pursue discussions and for the Court to hold the matter in abeyance. Tr. at 80.

5. On April 22, 2020, Counsel for HC2 communicated to CSKD on a confidential basis the agreed-in-principle terms of the Revised Settlement. Kriner Aff. ¶8. Counsel for HC2 also provided certain related information to CSKD on a confidential basis. *Id.* ¶8. CSKD analyzed the terms of the Revised Settlement and

Stockholders, owning an aggregate of over 130,000 Schuff shares and constituting 45% of the Non-Tendered Stockholder shares. A.B. Value Partners, L.P. also filed an objection. (Trans. ID 64660194). Together the objections represented 207,301 shares, constituting 71.5% of the 289,902 Non-Tendered Stockholder shares.

advised FVI concerning the new terms. *Id.* ¶10. CSKD concluded that the terms of the Revised Settlement cured the fatal defects dooming the Original Settlement. As discussed more fully below, the Settlement Tender Offer by Schuff was eliminated. The DBM Financing incurred by Schuff to fund the settlement was reduced from \$27.6 million to \$8.055 million, and the Non-Tendered Stockholders retain their stock, are made whole on the DBM Financing with cash payments in the amount of \$2.51 per share and receive \$1 per share for the their release of the claims in the action. *Id.* ¶11. *See* ¶¶SS, ZZ-EEE.

6. CSKD submits that an allocation to CSKD of \$350,000 of the amount awarded by the Court to Class Counsel is fair and reasonable compensation for the substantial benefit CSKD conveyed to the entire Class.

ARGUMENT

I. Legal Standard

7. The Court of Chancery “play[s] the role of fiduciary in its review of [class] settlements.” *In re Resorts Int’l Shareholders Litigation Appeals*, 570 A.2d 259, 266 (Del. 1990). Delaware law allows an objector to a class settlement to recover attorney’s fees when his efforts have improved a final settlement or conferred a benefit on the class. *See Schultz v. Ginsburg*, 965 A.2d 661, 670-71 (Del. 2009). “Meaningful objections can help to ensure the fairness of settlements in representative actions [and this Court] ha[s] no difficulty awarding fees to

objectors who contribute to the process . . .” *Brinckerhoff v. Texas E. Prods. Pipeline Co., LLC*, 986 A.2d 370, 397 (Del. Ch. 2010). Contributing to the process may include “provid[ing] the Court with the benefit of true adversarial discovery and briefing.” *Id.* Providing adversarial briefing can “substantially assist[] the court in its consideration of a difficult matter and . . . the class [is] benefitted thereby in just the way it would benefit if the court were to require an additional expert to evaluate a settlement.” *In re Amsted Indus, Inc. Litig.*, 1988 Del. Ch. LEXIS 116, *34 (Del. Ch. Aug. 24, 1988), *aff’d sub nom, Barkan v. Amsted Indus., Inc.*, 567 A.2d 1279 (Del. 1989). Even where an objector is not wholly successful, counsel can be awarded a substantial fee award for providing benefits through adversarial briefing and argument. *Id.*

8. A fee award to an objector is analyzed under the corporate benefit doctrine and *Sugarland*. Payment of attorneys’ fees and expenses is appropriate when litigation “generates benefits for the corporation or its stockholders.” *In re Sauer-Danfoss Inc. S’holders Litig.*, 65 A.3d 1116, 1123 (Del. Ch. 2011). The relevant framework for awarding fees is as follows:

(i) the amount of time and effort applied to the case by counsel for the plaintiffs; (ii) the relative complexities of the litigation; (iii) the standing and ability of petitioning counsel; (iv) the contingent nature of the litigation; (v) the stage at which the litigation ended; (vi) whether the plaintiff can rightly receive all the credit for the benefit conferred or only a portion thereof; and (vii) the size of the benefit conferred.

In re Quest Software Inc., 2013 Del. Ch. LEXIS 277, *18 (Del. Ch. Nov. 12, 2013) (internal quotation omitted). This Court places the “greatest weight upon the benefits achieved by the litigation.” *In re Anderson Clayton S’holders Litig.*, 1988 Del. Ch. LEXIS 127, *7 (Del. Ch. Sept. 19, 1988).

II. FVI’s Objection Secured Significant Benefits for the Class

A. The Benefits Achieved

9. Through its presentation of FVI’s objection to the Original Settlement and continued scrutiny of the fairness of Revised Settlement, CSKD provided substantial monetary and non-monetary benefits to the Class.

10. First, CSKD’s presentation of FVI’s Objection, in briefing and oral argument, aided the Court by subjecting the Original Settlement to adversarial scrutiny, providing the Court with a perspective aligned with a significant block of the Non-Tendered Stockholders. After oral argument on the Original Settlement, the Court articulated a number of concerns consistent with FVI’s Objection and invited the parties to further negotiate, which resulted in the Revised Settlement.

11. Second, FVI’s Objection contested the coercive Settlement Tender Offer, which did not provide any equitable protections, was at a price far below current market value and would cause Schuff, a non-party, to incur additional debt to finance this Settlement Tender Offer, such that Non-Tendered Stockholders were faced with the “prisoner’s dilemma” of choosing to receive an unfair price for

their shares or to remain a stockholder of Schuff, with reduced value, due to its assets being used to fund the Original Settlement, and no recourse to protect their investment (due to the Original Settlement's unfairly broad releases). Obj. at 18-25. The Revised Settlement no longer includes any new tender offer (let alone a coercive tender offer at price far below current fair market value), reducing the amount Schuff had to finance to settle the claims against Schuff's controllers, from up to \$27.6 million to \$8.055 million—a reduction of \$19.55 million. ¶¶SS, AAA. Further, the Non-Tendering Stockholders can obtain full value for their stock in a liquidity event, such as is now being pursued by Schuff. See Plaintiff's Br. at 26.

12. Third, FVI's Objection argued Non-Tendered Stockholders who chose to remain Schuff stockholders would not only be harmed by the controller and the Board's causing the nearly \$40 million payments provided for by the Original Settlement to be *paid for using the assets of Schuff*, would receive nothing for the release of their claims in the Action, including the lost opportunity to seek appraisal, had HC2 not failed to complete the Section 253 merger after the 2014 Tender Offer closed, and in connection with the DBM Financing. Obj. at 9-13, 15-16, 20-21. The Revised Settlement now provides Non-Tendered Stockholder with adequate compensation for all released claims: a \$2.51 per share payment to Non-Tendered Stockholders, *paid for by HC2*, representing their indirect proportionate cost of the \$8.055 million in DBM financing; and a \$1.00 per share payment to

Non-Tendered Stockholders, *paid for by HC2*, for the release of any claims related to the Action and the implementation of the Settlement, which was calculated in part by valuing the lost opportunity to seek appraisal. ¶¶AAA-EEE; Plaintiff’s Br. at 19-20. In connection with evaluating the adequacy of these payments, CSKD requested and reviewed certain confidential documentation provided by Counsel for HC2. Kriner Aff. ¶9.

13. Fourth, FVI’s Objection to the Original Settlement argued that Defendants, including HC2 and Schuff Board members, gave up nothing to settle the claims, and instead unfairly forced non-party Schuff to use its assets to pay the \$40 million in Original Settlement consideration, including commencing a tender offer and incurring up to \$27.6 million in additional debt in connection. Obj. at 9-13. The “give” from the standpoint of Schuff, a non-party that does not appear to have been independently represented by counsel or Board members during the Original Settlement negotiations or approval of the terms of the Original Settlement – was not justified by any “get” at all. *Id.* at 10-13, 15. Now, Schuff’s funding of the \$8.055 million DBM Financing pursuant to the Revised Settlement was approved by Schuff’s Board and is supported by Schuff’s exposure to advancement obligations and indemnification liability of any current or former Schuff director or officer if litigation continues. Plaintiff’s Br. at 14-15. In connection with evaluating these statements and the protection of Class interests,

CSKD requested and reviewed certain documentation provided by Counsel for HC2, including the Board meeting minutes evidencing the Board's approval of the DBM Financing pursuant to the Revised Settlement and Schuff's Certificate of Incorporation setting forth Schuff's indemnification and advancement obligations, satisfying CSKD that the Court could find this was proper business judgment despite the Board conflicts. Kriner Aff. ¶9.

14. Fifth, the Tendered Stockholders Class Members now have a settlement not doomed with fatal defects. The Tendering Stockholders will thus obtain the benefits of the Revised Settlement, if approved by the Court. The Plaintiff is a Non-Tendered Stockholder and any settlement and Class certification could not proceed based just on the benefits provided to the Tendered Stockholders by a settlement. *See* Plaintiff's Br. at 41.

B. CSKD's Presentation of FVI's Objection Caused These Benefits

15. The parties will likely argue that the Court should not credit CSKD for these benefits because the Court might have arrived at the concerns articulated during the hearing on the Original Settlement. This argument fails.

16. First, it is undeniable that FVI, and only FVI presented the Court with certain arguments that emerged in the Court's line of questioning. For instance, the Court expressed concern about the potential coerciveness of the then-contemplated Settlement Tender Offer, especially given the date span of the

proposed Class and the fact that the objectors represented a super-majority of the Non-Tendered Stockholders. *Compare* Tr. at 11-17, 44-46 *with* Obj. at 18-25. Additionally, the Court expressed a concern over the lack of information regarding whether and in what manner Schuff approved the Original Settlement. Class Counsel apparently had not investigated and had no knowledge on this important issue. *Compare* Tr. at 33-34 *with* Tr. at 60-61; Obj. at 12. Further, Plaintiff recognized “*the Court echoed Fair Value’s concerns* that Schuff itself was paying for a portion of the Original Settlement, that HC2 was not bearing the full brunt of the Original Settlement, and that the Non-Tendered Stockholders themselves would be indirectly disadvantaged by Schuff’s payment of the Original Settlement payment to the Tendered Stockholders.” Plaintiff’s Br. at 25 (emphasis added).

17. Second, the Revised Settlement Agreement and Plaintiff’s Brief specifically credit FVI’s Objection for revisions made to the settlement framework, which benefitted the Non-Tendered Stockholders and the Class. *See* ¶AAA; Plaintiff’s Br. at 2, 25, 54.

18. In sum, CSKD’s presentation of FVI’s Objection produced significant monetary and non-monetary benefits to the Class. Precedent suggests that the mere presentation of adversarial argument, even when an objection is unsuccessful, can support fee awards between \$10,000 and \$75,000. *See, e.g., In re Riverbed Tech., Inc. S’holders Litig.*, 2015 Del. Ch. LEXIS 296, *9 (Dec. 2, 2015)

(awarding \$10,000); *Amsted*, 1988 Del. Ch. LEXIS 116, *34-35 (awarding \$75,000). Successful opposition to an inadequate settlement that provides real monetary benefits should be worthy of a greater fee. While the valuation of an objection is not an exact science, given the benefits set forth above, CSKD's request of an award of attorneys' fees and expenses of \$350,000 is reasonable.

III. FVI's Objection Required Significant Effort by CSKD

19. CSKD expended 430.8 hours in this matter through June 2020. Kriner Aff. ¶3. This time calculates to \$261,560 at CSKD's usual current billing rates. *Id.* CSKD also expended \$2,116.10 in out of pocket costs in this matter. *Id.* ¶4. The \$350,000 amount of fees and expenses sought here by CSKD is a modest multiplier of just 1.33 and an implied blended hourly rate of \$812.44 per hour.

20. While significant, such rates are in line with successful cases in this Court (*see* Plaintiff's Br. at 56-57), and the multiplier reflects the procedural hurdles and contingency risk faced by stockholder objectors. As this Court recognizes, greater contingency risk requires a higher multiplier in order to attract skilled counsel. *See, e.g., In re Sauer-Danfoss Inc. S'holder Litig.*, 65 A.3d 1116, 1140-41 (Del. Ch. 2011). Objectors do not undertake these cases with "an obvious and well-marked exit in sight." *Id.* at 1140 (quotation omitted). Instead, they anticipate the vigorous opposition that the parties have shown to the Objection and Objector's requested fee. The inherent risks of stockholder objections, and the

certainty of opposition from one or more parties, necessitates a greater lodestar multiplier than is required to inspire class-action counsel to bring easily-settled class or derivative lawsuits.

IV. CSKD’S Attorneys’ Fees and Expenses Should Be Paid from Any Fees and Expenses Awarded to Plaintiff’s Counsel

21. Plaintiff’s Counsel seek an award of nearly \$5.8 million in fees and expenses for their work on behalf of the Class (Plaintiff’s Br. at 49), despite that they did not adequately investigate and value the claims and protect the interests of Non-Tendered Stockholders in the Original Settlement. Moreover, at the February 2020 hearing, it was evident Co-Lead Counsel had no knowledge of critical facts such as whether the Schuff Board approved the Original Settlement terms or whether Schuff was represented by counsel in reaching the Original Settlement terms. Tr. at 33-34. Plaintiff’s Brief and the confidential documents filed with the Court relating to the Revised Settlement indicate Co-Lead Counsel did not attempt to value the Non-Tendered Stockholder Class members’ claims until after the February 2020 hearing. Plaintiff’s Br. at 19-20; Kriner Aff. ¶9.

22. CSKD submits that an allocation to CSKD of \$350,000 of the amount awarded by the Court to Co-Lead Counsel is fair and reasonable compensation for the substantial benefit CSKD conveyed to the entire Class in a fair and beneficial settlement, which now warrants approval.

23. Stockholder objectors often ask the Court to retain jurisdiction following a settlement hearing to allow objector's counsel to submit a fee motion. *See* Obj. at 27-28; *see, e.g., Riverbed*, 2015 Del. Ch. LEXIS 296, at *6-9. In the hope of reducing the burden on the Court, CSKD presents this Motion in advance of the settlement hearing scheduled for August 11, 2020. Because CSKD is seeking to have any attorneys' fees and expenses awarded allocated from Plaintiff's Counsel's award of attorneys' fees and expenses, CSKD suggests it may be more efficient for the Motion to be addressed at the settlement hearing.

CONCLUSION

For the foregoing reasons, FVI respectfully requests the Court grant the Motion.

Dated: August 4, 2020

CHIMICLES SCHWARTZ KRINER &
DONALDSON-SMITH LLP

By: /s/ Robert J. Kriner, Jr.
Robert J. Kriner, Jr. (#2546)
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*Attorneys for Objector, Fair Value
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WORDS: 2,979

CERTIFICATE OF SERVICE

I, Tiffany J. Cramer, hereby certify that on August 4, 2020, I caused a copy of the foregoing to be filed and served upon the following counsel of record via File & ServeXpress:

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Tiffany J. Cramer (#4998)



IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.)
STOCKHOLDERS LITIGATION) **CONSOLIDATED**
) **C.A. No. 10323-VCZ**
)

AFFIDAVIT OF ROBERT J. KRINER, JR.
IN SUPPORT OF OBJECTOR FAIR VALUE INVESTMENTS,
INCORPORATED'S MOTION FOR ATTORNEYS' FEES AND EXPENSES

STATE OF Delaware)
) : ss.:
COUNTY OF New Castle)

Robert J. Kriner, Jr., being duly sworn, deposes and says:

1. I am a partner of Chimicles Schwartz Kriner & Donaldson-Smith LLP ("CSKD") of Wilmington, DE, counsel for Objector Fair Value Investments, Incorporated ("FVI") in the above-captioned consolidated action ("Action").

2. I respectfully submit this affidavit in support of Objector Fair Value Investments, Incorporated's Motion for an Award of Attorneys' Fees and Expenses ("Motion") for the benefits achieved in the Revised Settlement¹ of this Action.

3. From the commencement of this Action through June 30, 2020, CSKD attorneys dedicated 430.8 hours to the prosecution of the Action for a lodestar value of \$261,560.00, based on the firm's hourly rates that are the usual

¹ Capitalized terms not otherwise defined herein have the meaning set forth in the Motion filed contemporaneously herewith.

and customary rates charged for each individual in our cases. A breakdown of the lodestar is as follows:

Timekeeper	Total Hours through June 30, 2020	Rate	Total through June 30, 2020
Partner			
Robert J. Kriner, Jr.	111.80	\$825	\$92,235.00
Of Counsel/Senior Counsel			
Tiffany J. Cramer	262.6	\$575	\$150,995.00
Associates			
Emily L. Skaug	56.40	\$325	\$18,330.00
TOTAL	430.8		\$261,560.00

4. During the course of this Action, CSKD incurred and disbursed \$2,116.10 in expenses necessary to the prosecution of the Action through the present. These expenses are as follows:

CSKD Disbursements	
File & Serve Xpress Filing Fees	\$315.25
Online Legal Research	\$576.60
Court Reporter Fees	\$352.00
Postage & Express Mail/Courier Fees	\$20.00
Internal Copying/Printing	\$852.25
TOTAL	\$2,116.10

5. CSKD's expenses pertaining to this case are reflected in the books and records of the firm. These books and records are prepared from invoices, bills, expense vouchers and check records, kept in the normal course of business.

6. On January 24, 2020, FVI filed an Objection to the Original Settlement. FVI asserted, among other things, that because Non-Tendered Stockholders who did not tender into the Settlement Tender Offer would be left as minority stockholders in Schuff of diminished value and with no claim against the Schuff Board or HC2 for Schuff's diminution in value, the Original Settlement was coercive and materially subverted the interests of the Non-Tendered Stockholders, which Plaintiff and Co-Lead Counsel purported to represent, dooming the prospect that any Class member would receive any benefit from the Original Settlement.

7. On February 13, 2020, the Court held a hearing on the Original Settlement, during which it expressed concerns consistent with the points of FVI's Objection. CSKD suggested to the Court the parties could discuss revisions to the Original Settlement to cure its defects. The Court inquired whether the parties wished to do so or whether the Court should determine whether to approve the Original Settlement. The Parties agreed to pursue discussions and for the Court to hold the matter in abeyance.

8. On April 22, 2020, Counsel for HC2 communicated to CSKD on a confidential basis the agreed-in-principle terms of the Revised Settlement.

9. Subsequently, Counsel for HC2 also provided certain related information to CSKD on a confidential basis, including the minutes of the Board meeting at which it approved the Revised Settlement and Schuff's Certificate of

Incorporation setting forth Schuff's indemnification and advancement obligations. After review of these documents, CSKD was satisfied that the Court could find that approval of the \$8.055 million in DBM Financing was proper business judgment despite the Board conflicts. After review of these documents, CSKD also believes certain of these documents indicate Co-Lead Counsel did not attempt to value the Non-Tendered Stockholder Class members' claims until after the February 2020 hearing.

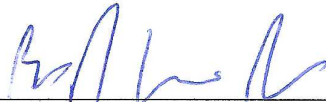
10. CSKD analyzed the terms of the Revised Settlement and advised FVI concerning the new terms.

11. CSKD concluded that the terms of the Revised Settlement cured the fatal defects dooming the Original Settlement for the Class, because the Original Settlement tender offer by Schuff was eliminated; the DBM Financing incurred by Schuff to fund the settlement was reduced from \$27.6 million to \$8.055 million; and the Non-Tendered Stockholders retain their stock, are made whole on the DBM Financing with cash payments in the amount of \$2.51 per share and receive \$1 per share for the their release of the claims in the action.

12. I respectfully request that the Court award the attorneys' fees and expense reimbursement requested for the reasons set forth in Plaintiffs' Motion.

Pursuant to 10 *Del. C.* § 3927, as provided by the Court of Chancery Covid Guidelines, I declare under penalty of perjury under the laws of the State of Delaware that the foregoing is true and correct.

Executed this 4th day of August, 2020.



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IN THE COURT OF CHANCERY OF THE STATE OF DELAWARE

SCHUFF INTERNATIONAL, INC.) **CONSOLIDATED**
STOCKHOLDERS LITIGATION) **C.A. NO. 10323-VCZ**

[PROPOSED] ORDER AWARDING
ATTORNEYS' FEES AND EXPENSES TO OBJECTOR'S COUNSEL

WHEREAS, on August 4, 2020, Objector Fair Value Investments, Incorporated (“Objector”), through counsel, filed *Objector Fair Value Investments, Incorporated’s Motion for An Award of Attorney Fees And Expenses* (the “Motion”); and

WHEREAS, the Court, having considered the Motion, and all papers filed in support thereof or opposition thereto, and having found good cause therefore, IT IS HEREBY ORDERED, that:

1. The Motion is GRANTED; and
2. Counsel for Objector are hereby awarded attorneys’ fees in the amount of \$_____, which shall be paid by _____, to the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP, within ten (10) business days of the date of this Order; and
3. Counsel for Objector is hereby awarded reimbursement of expenses in the amount of \$_____, which shall be paid by _____, to the law firm of Chimicles Schwartz Kriner & Donaldson-Smith LLP, within ten (10) business days of the date of this Order.

IT IS SO ORDERED this _____ day of _____, 2020.

Vice Chancellor Morgan Zurn